



Hermantown City Council Meeting - Monday, February 6, 2023

Hermantown's upcoming City Council meeting will include both remote access and in-person access to Council Chambers. The remote access will be available through the platform, "Zoom," which allows the public to view and participate in the meeting via phone or computer. Interested parties can also choose to attend the City Council meetings in person at City Hall.

Remote access to the 6:30 p.m. City Council Meeting via Zoom:

<https://us02web.zoom.us/j/84409952143?pwd=cGdaNzZmU2NYdGxsUDIQVDVxeU9LQT09>

and/or by calling the number (312) 626-6799 and utilizing the meeting ID number of 844 0995 2143 and the passcode of 0260647091.

Public comment may also be submitted in advance of the meeting. Comments, questions, or concerns can be e-mailed to Community Engagement Director, Joe Wicklund, at jwicklund@hermantownmn.com up to 3:30 p.m. the day of the meeting with the e-mail title "City Council Meeting." It is important to note that all comments regarding this meeting are public data.

A few important tips regarding the Zoom platform:

- If your computer does not support audio, you can still watch the meeting on your computer and call in on your phone to hear the meeting
- Everyone has varying levels of comfort regarding remote technology, so grace and understanding are appreciated

The 4:30 p.m. Pre-Agenda Meeting will be available in-person only at City Hall. Public comment is not a factor in the pre-agenda meeting, but the meeting is open and members of the public are invited and welcome to attend to this meeting.



AGENDA

Pre-Agenda Meeting Monday, February 6, 2023 at 4:30 p.m. Council Chambers, City Hall - Hermantown Governmental Services Building

Pre-agenda: The Pre-agenda meeting is a work session between the City Council and City staff to review the upcoming City Council meeting and future meetings. The agenda is the same document as the upcoming City Council meeting, but does not follow the same format as the City Council meeting. It is a time for the City Council and City staff to have discussions about the agenda items, and asking and answering questions. Traditionally it is not a time for public comment on the agenda items, as the public can listen to the conversation and ask questions or provide input at the upcoming City Council meeting.

City Council Meeting Monday, February 6, 2023 at 6:30 p.m. Council Chambers, City Hall - Hermantown Governmental Services Building

Invitation to participate:

The Hermantown City Council welcomes your thoughts, input and opinions to this meeting. The agenda for this meeting contains a brief description of each item to be considered, and the City Council encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Council when a motion is on the floor. If you wish to speak on a matter that does not appear on the agenda, you may do so during the public comment period regularly scheduled and set for the beginning of the meeting.

When addressing the City Council, please state your name and address for the record. Please address the City Council as a whole through the Mayor. Comments to individual Council Members or staff are not permitted. Speakers will be limited to three (3) minutes.

Order of discussion

1. Reading of the resolution title by Mayor
2. Motion/Second
3. Staff Explanation
4. Initial Discussion by City Council
5. Mayor invites public to speak to the motion (3-minute rule)
6. Follow up staff explanation and/or discussion by City Council
7. Call of the vote

**CITY OF HERMANTOWN
AGENDA**

**Pre-Agenda Meeting Monday, February 6, 2023 at 4:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

**City Council Meeting Monday, February 6, 2023 at 6:30 p.m.
Council Chambers, City Hall - Hermantown Governmental Services Building**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
Council Members may make announcements as needed.
5. **PUBLIC HEARING**
Only when necessary. The rule adopted three minutes per person if necessary. Any action required after the public hearing will be taken immediately following the closing of the public hearing.
6. **COMMUNICATIONS**
 - A. Correspondence 23-11 through 23-28 placed on file 6
 - B. **23-19** 9
From: Ellen & Ron Minter, Hermantown Residents
To: Mayor & City Council
Re: Thank You Andy Hjelle and Reliable Insurance
7. **PRESENTATIONS**
 - A. **Planning & Zoning Annual Update** 10
Eric Johnson, Community Development Director
(Pre-Agenda Only)
 - B. **2022 Bow Hunt Statistics** 16
Jim Crace, Chief of Police
(Pre-Agenda Only)
 - C. **Extension of Okerstrom Road and Oak Ridge Sewer** 19
John Mulder, City Administrator
(Pre-Agenda Only)
8. **PUBLIC DISCUSSION**
This is the time for individuals to address the Council about any item not on the agenda. The time limit is three minutes per person.

9. **MOTIONS**

- A. Motion to appoint Ellie Jones to City Council effective February 6, 2023 and have her be sworn in and seated immediately.

(motion, roll call)

- B. Motion to approve/deny the following new Massage Licenses:

The Well Co. Brian Schrupp
The Well Co. Sandra Schrupp

(motion, roll call)

10. **CONSENT AGENDA**

All items on the Consent Agenda are items which are considered routine by the City Council and will be approved by one motion via voice vote. There will be no discussion of these items unless a Council Member or citizen requests, in which event the item will be removed from the Consent Agenda and considered at the end of the Consent Agenda.

- A. **Minutes** - Approval or correction of January 17, 2023 City Council Continuation Minutes **29**
- B. **Minutes** - Approval or correction of January 30, 2023 City Council Work Session Continuation Minutes **34**
- C. **Accounts Payable** - Approve general city warrants from January 15, 2023 through January 31, 2023 in the amount of \$3,720,404.37 **35**

11. **ORDINANCES**

12. **RESOLUTIONS**

Roll call will be taken only on items required by law and items requiring 4/5's votes, all others can be done by voice vote.

- A. **2023-13 Resolution Awarding Contract For 2023 GMC Sierra 3500HD Truck Chassis In The Amount Of \$50,384.00 Plus Applicable Taxes And Fees** **42**

(motion, roll call)
- B. **2023-14 Resolution Awarding Purchase Of An Antenna For The Advanced Metering Infrastructure For Water Meters In The Amount of \$91,420.00** **56**

(motion, roll call)
- C. **2023-15 Resolution Authorizing The Disposal Of Surplus City Property** **61**

(motion, roll call)

- D. **2023-16 Resolution Authorizing And Directing Mayor And City Clerk to Execute Addendum To Engineering Contract For Road Improvement District No. 534 (Ugstad Road) With MSA Professional Services, Inc.** **64**

(motion, roll call)

- E. **2023-17 Resolution Approving Participation in Opioid Litigation Settlements And Authorizing And Directing The Mayor And City Clerk To Execute A Memorandum of Agreement To Provide For The Equitable Distribution Of Settlement Procedures** **72**

(motion, roll call)

- F. **2023-18 Resolution Authorizing The City of Hermantown To Sponsor A Grant Funding Request Associated With The Twins Fields For Kids Ball Field Renovation Grant** **106**

(motion, roll call)

13. **CLOSED SESSION**

Motion to close the meeting of the Hermantown City Council pursuant to Minnesota Statutes Section 13D.05 Subd 3 (c) (3) to develop and consider an offer or counteroffer for the transfer of real property with the Hermantown School District within the City of Hermantown. Following this closed session, the Hermantown City Council will reconvene in open session.

14. **RECESS**

Date: February 1, 2023
To: City Council
From: John Mulder, City Administrator
RE: Correspondence

In your agenda packet is a correspondence summary log. This briefly summarizes and assigns a log number for written correspondence received at City Hall.

You are provided with the summary so that you may request a full copy of any correspondence article of interest to you.

I have included in the agenda packet only the correspondence that we believe to be of special interest.

2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
1/13/2023	23-11	Grant Hauschild, Senator	John Mulder, City Administrator	Introduction & Local Options Sales Tax Deadline	1/12/2023
1/18/2023	23-12	Angela Lepak, St. Louis County	Jackie Dolentz, City Clerk	Subsurface Sewage Treatment Ordinance 61 Proposed Amendments	1/17/2023
1/19/2023	23-13	Eric Johnson, Comm. Dev. Dir.	Park Board	Keene Creek Amenities	1/18/2023
1/19/2023	23-14	Eric Johnson, Comm. Dev. Dir.	Planning Commission	Zoning Ordinance Text Amendments - Signs & Ground Signs	1/18/2023
1/20/2023	23-15	Joe Wicklund, Comms. & Comm. Engmt. Dir.	City Council	Arena Bonding	1/18/2023
1/20/2023	23-16	Kevin Orme, Dir of Fin. & Admin.	City Council	ARPA Presentation	1/18/2023
1/20/2023	23-17	Kevin Orme, Dir of Fin. & Admin.	City Council	Fin. Mgmt Plan Presentation	1/18/2023
1/20/2023	23-18	Wayne Boucher, Mayor	Hermantown Area Chamber of Commerce Board Members	Thank You for Your Service	1/18/2023
1/20/2023	23-19	Ellen & Ron Miller	City Council	Community Service	1/19/2023
1/23/2023	23-20	Susan Vitulli, St. Louis County Public Health	City of Hermantown	Public Health Guidance for MN Stat. §151.72	1/13/2023
1/23/2023	23-21	MN Dept. of Revenue	Jacki Dolentz, City Clerk	3 Year Conditional Use Deed Check	1/17/2023

2023 CORRESPONDENCE

<u>DATE</u>	<u>LOG #</u>	<u>FROM</u>	<u>TO</u>	<u>REGARDING</u>	<u>FILED</u>
1/24/2023	23-22	Mary Beth Caruso, FEMA	Wayne Boucher, Mayor	Notice of CCO Meeting & Open House	1/18/2023
1/25/2023	23-23	Lauralin Kania, MN Pollution Control Agency	Nick Dinehart, Dinehart Fence Co.	Petroleum Tank Release Site File Closure	1/25/2023
1/26/2023	23-24	David Morrison & Joseph Butler, Braun Intertec	John Mulder, City Administrator	Proposal for Geotech. Eval. Fichtner Park Improvement	12/22/2022
1/26/2023	23-25	David Morrison & Joseph Butler, Braun Intertec	John Mulder, City Administrator	Proposal for Geotech. Eval. Oak Ridge Dr. & Sanitary Sewer Connection, Okerstrom Dr. & Oak Ridge Dr.	12/22/2022
1/30/2023	23-26	Eric Johnson, Comm. Dev. Dir.	Sadie Kettula, Arrowhead Abstract & Title Co.	3759 Midway Rd.	1/27/2023
1/31/2023	23-27	MN Pollution Control Agency	Derek Medved, 4704 Hermantown Rd.	Petroleum Storage Tank Release	1/27/2023
1/31/2023	23-28	US Census Buearu	John Mulder, City Administrator	Boundary & Annexation Survey	1/30/2023

RECEIVED

JAN 19 2022

Ellen Minter
5475 W. Arrowhead Road
Hermantown, MN 55811
January 17, 2023

Hermantown City Council
5105 Maple Grove Road
Hermantown, MN 55811

Letter of Commendation

In appreciation and gratitude to City Councilor, Andy Hjelle, for utilizing Martin Luther King, Jr Day to give back to the community of Hermantown, Minnesota. Andy Hjelle and Reliable Insurance Agent, Ellie Fagan did a great service for the residents of Hermantown by shoveling out fire hydrants that were buried in snow. They worked very hard to uncover the hydrants by shoveling by hand through deep snowbanks to get the hydrants clear and ready to be used.

It is truly heartwarming to observe acts of kindness being done without any desire for recognition. Their kindness and effort for the good of society and their community is greatly appreciated.

Thank you!

Ellen and Ron Minter

Ellen and Ron Minter
Residents of Arrowhead Road
Hermantown, MN



Planning & Zoning Commission
and Community Development
Department

2022 Hermantown Planning & Zoning Commission

Joseph Peterson, *Chair*

Corey Kolquist *Vice Chair*

Samuel Clark

Beth Wentzlaff

Valerie Ouellette

Buckley Simmons

Dante Tomassoni

John Geissler, *Council Liaison*

Summary of Applications

In 2022 the Planning Commission held public hearings on numerous applications. The applications are listed by type, and the projects are described in the paragraphs to follow.

Applications Processed:	28
Planned Unit Development	2
Planned Unit Development Amendment	1
Preliminary and Final Plat	5
Ordinance/Zoning Text Amendment	1
Special Use Permits	8
Variance	1
Flag Lot Subdivision	3
Rezoning	2
Commercial Industrial Development Permit	4
Road Petition	1

DEVELOPMENT PROJECTS

Projects that came before the Planning & Zoning Commission in 2022 are briefly summarized below:

FINAL PLAT

Peyton Acres – JLG Enterprises of Hermantown, LLP

An application for phase 1C consisting of 8 lots on 7.3 acres and 2 outlots – a ½ acre outlot for the stormwater pond and a 35 acre outlot containing the future phases. All of the phases are within the R-3 zoning district with the lots being ½ acre minimum in size.

Action Taken:

Planning & Zoning Commission recommended approval of the plat contingent on 13 conditions.

Result of Planning & Zoning Commission recommendation:

This plat phase was approved by the City Council in July 2022. The developer has been working on the overall project since September 2020 and is currently selling these lots. To date 24 lots have been platted with another 35 potential lots in future phases. The developer anticipates phase 2 to start the City's review and approval process in mid 2023.

Radar Run – Titan Premier, LLC

An application for a Preliminary and Final Plat to create 6 single family lots on a 5 acre parcel along Getchell Road, south of Maple Grove Road. The development is located in the R-3 zoning district with all of the lots being ½ acre minimum in size.

In addition, the developer extended water and sanitary sewer along Getchell Road to serve these properties as well as dedicated 33' right of way along Radar Road.

Action Taken:

Planning & Zoning Commission recommended approval contingent on 12 conditions.

Result of Planning & Zoning Commission recommendation:

The application for the Preliminary and Final Plat received approval at the City Council in February 2022. The sanitary and water services have been installed and 5 of the 6 lots have been sold with 2 of them currently under construction.

REZONING

Engwalls Florist Site – Rod Saline/P&R Development LLC

An application for a rezoning of 27 acres of land from R-3, Residential to C, Commercial was reviewed by the Planning and Zoning Commission in August 2022. The Applicant (P&R) has had exploratory conversations with City staff regarding the possible construction of a multifamily housing development at the former Engwall's Florist site. The applicant requested the rezoning of the property to C, Commercial which allows for multifamily housing and establishes greater building heights that could be achieved under a Planned Unit Development application.

Action Taken:

Planning & Zoning Commission recommended denial of the rezoning based upon concerns of rezoning the property without a specific proposed use.

Result of Planning & Zoning Commission recommendation:

The application for the rezoning received approval at the City Council in September 2022. The potential developer of the property has been in discussion with the City on development plans and the possibility of TIF financing.

Bethany Cemetery – Bethany Cemetery Association

An application for a property rezoning from P, Public to R-3, residential in order to facilitate the sale of the property for residential development. The Cemetery Association did not foresee the need for this eastern portion of land to be used for future cemetery needs so they sought rezoning of an 8.1 acre parcel fronting Hermantown Road and Stebner Road to be rezoned.

Action Taken:

Planning & Zoning Commission recommended approval based on 6 findings.

Result of Planning & Zoning Commission recommendation:

The application for the Rezoning received approval at the City Council in October 2022. The Cemetery Association has been marketing the property for development and a potential developer is seeking preliminary and final plat approval for an 8 lot subdivision in February 2023.

ZONING TEXT

Airport Zoning Overlay – City of Hermantown

The City had been in discussions with the Duluth International Airport (DIAP) and the Joint Airport Zoning Board (JAZB) regarding the creation of and adoption of a Custom Zoning ordinance addressing safety zones associated with the runways at DIAP for a number of years. In October 2021, the MN DOT approved the DIAP Zoning Ordinance which creates safety zones within the communities adjacent to the airport.

The purpose and intent of the Hermantown Airport Zoning Overlay Ordinance is to protect the public health, safety, order, convenience, prosperity, and general welfare, and for the promotion of the most appropriate use of land and to prevent the creation or establishment of airport hazards for the citizens residing in the City of Hermantown.

Action Taken:

Planning & Zoning Commission recommended approval of the text establishing airport safety zones and regulations in April 2022.

Result of Planning & Zoning Commission recommendation:

The City Council approved the ordinance establishing airport safety zones and adopting regulations in May 2022. The new ordinance has been in place for approximately 8 months and has been used for the basis of development criteria within the subject portions of the City.

ADDITIONAL APPLICATIONS

- A CIDP to Phil Nyhusmoen for the construction of the 7,200 square foot Midnight Sun retail/showroom building at 5197 Miller Trunk Highway was approved in August 2022. The property is located in a C, Commercial zoning district and is on 8.8 acres of land. The project is currently under construction with a projected summer 2023 opening.
- A CIDP to Evergreen Lawn Service for the construction of the 8,400 square foot office/shop building at 535x Rose Road was approved in December 2022.

The property is located in a C, Commercial zoning district and is on 20 acres of land. The project is anticipated to start in the spring of 2023.

- A Preliminary and Final Plat to Titan Premier, LLC, to create a 4 single family lots associated with the Maple Grove Homesites plat. The development is located in the S-1 zoning district with all of the lots being 5 acres minimum in size. This project was recommended for approval by the Planning and Zoning Commission in September 2022 and approved by the City Council in October 2022.

Community Development Department

In 2022 the Community Development Department processed 81 varying applications as well as spoke to multiple developers regarding housing and commercial development opportunities within the City. There continues to be strong interest in housing opportunities, especially in developments incorporating housing types other than single family residential projects.

Applications Processed:	81
Planned Unit Development Amendment	1
Preliminary and Final Plat	5
Property Splits/Subdivisions	8
Wetland Replacement Plan	1
Wetland Delineations	23
Wetland Exemptions	1
Zoning Certificates	14
Erosion Control Permits	10
Ordinance/Zoning Text Amendments	1
Special Use Permits	8
Commercial Industrial Development Permit	4
Variance	1
Rezoning	3
Road Petition	1

Memo

To: Hermantown City Council & Mayor Boucher
From: Jim Grace, Chief of Police
CC: City Administrator – John Mulder
Date: 01/06/2023
Re: 2022 Archery Deer Season – Report

Per Hermantown Ordinance 740.04, *“the Chief of Police shall provide a yearly report to the City Council with respect to the operation and effect of the past archery deer season.”*

In 2022, there were 125 archery permits issued for the Hermantown Archery Deer Hunt. This is an increase from the 2021 hunt, when 113 permits were issued. Of the 125 permits issued in 2022, five were issued as "Youth Permits," which are issued free of charge to hunters under the age of 14 that are hunting with a permitted adult. (See attached chart for historical statistics on the number of permits issued per year).

In 2022, 20 deer were reported to the Hermantown Police Department as being harvested. This is a decrease from the 2021 hunt, when 32 deer were reported. Of the 20 deer harvested, 11 of them were does or antlerless males, which is a 38% decrease from the 2021 hunt, and 9 of them were bucks, which is an increase of 300%. The total number of hunters taking a deer in the 2022 hunt was 18. (See attached chart for historical statistics on the number of deer harvested per year).

The following charts illustrate deer taken information for the 2021 archery season.

DEER TAKEN BY TIME (HOUR PERIODS)	
0600	1
0700	
0800	2
0900	2
1000	1
1100	
1200	1
1300	1
1400	1
1500	1
1600	6
1700	1
1800	3
1900	
Unknown	

DEER TAKEN WEIGHTS	
Lowest	100
Highest	235
Average	146

DEER TAKEN BY MONTH	
September	4
October	2
November	9
December	5

The following chart will indicate the deer taken by city section and within subdivisions.

SECTION	DEER TAKEN	Taken in Subdivision
1		
2		
3	1	
4		
5		
6		
7		
8		
9		
10	2	2
11		
12	1	
13		
14	1	
15	2	
16	2	1
17	1	
18		
19		
20	1	
21		
22		
23		
24		
25		
26	3	
27	2	
28		
29		
30	2	
31		
32	1	
33		
34	1	
35		
36		
Unknown		
TOTALS	20	3

For the 2022 archery season, the City eliminated the requirement that hunters harvest a doe or antlerless deer before taking a buck.

Archery Yearly Stats

		1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
Permits Issued		41	39	45	41	37	46	54	71	82	122	129	132	158	168
Deer Taken		0	3	8	5	3	5	9	17	13	40	35	39	87	99
	<i>Female</i>									7	21	24	18	74	88
	<i>Male</i>									6	19	11	21	13	11

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Permits Issued		186	182	193	188	209	193	174	142	125	124	134	113	125
Deer Taken		110	76	84	70	91	73	56	41	41	26	44	32	20
	<i>Female</i>	100	64	70	65	79	63	50	38	33	24	36	29	11
	<i>Male</i>	10	12	14	5	12	10	6	3	8	2	8	3	9
Car/deer accidents				33	22	30	42	29	39	27	36	19	29	20



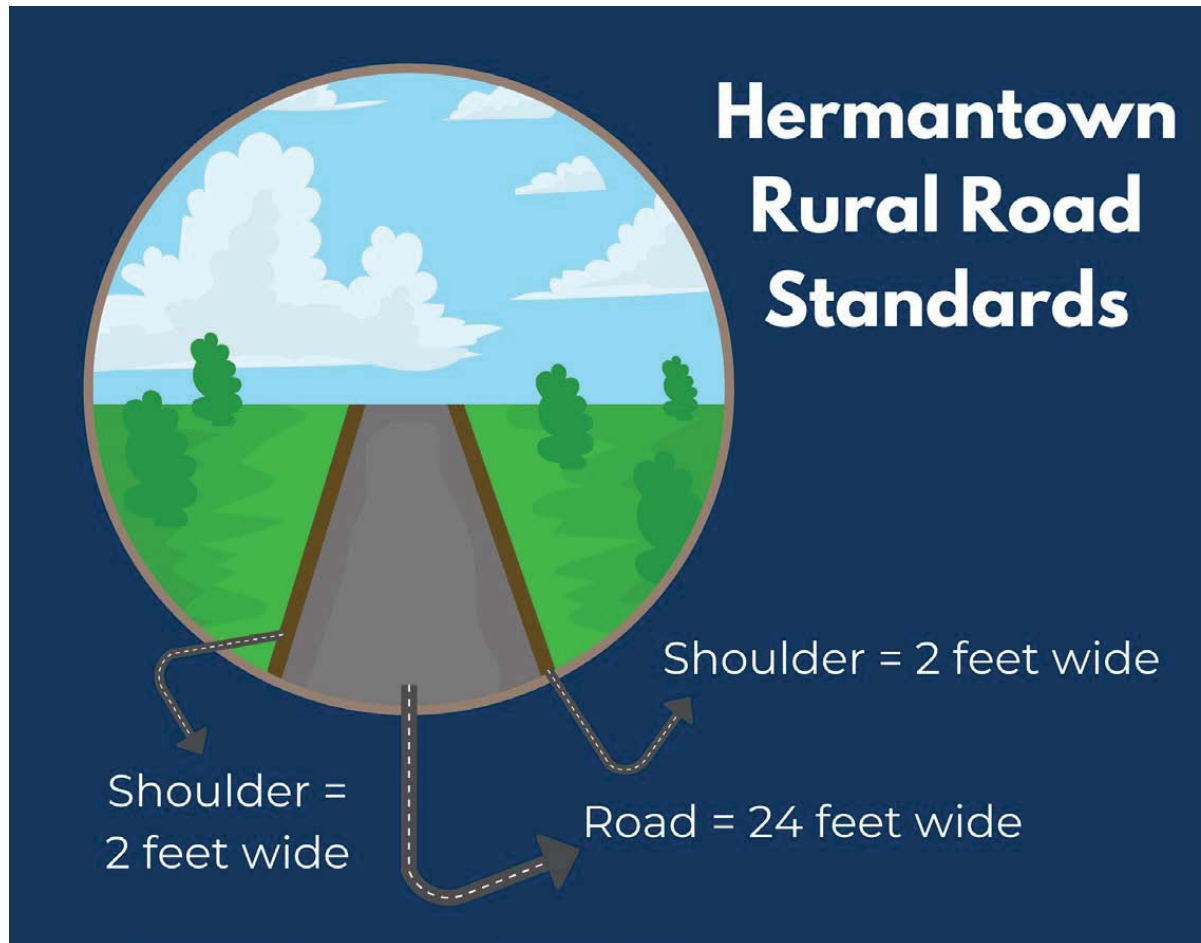
Okerstrom Road & Sewer Options

February 6, 2023

Okerstrom Road

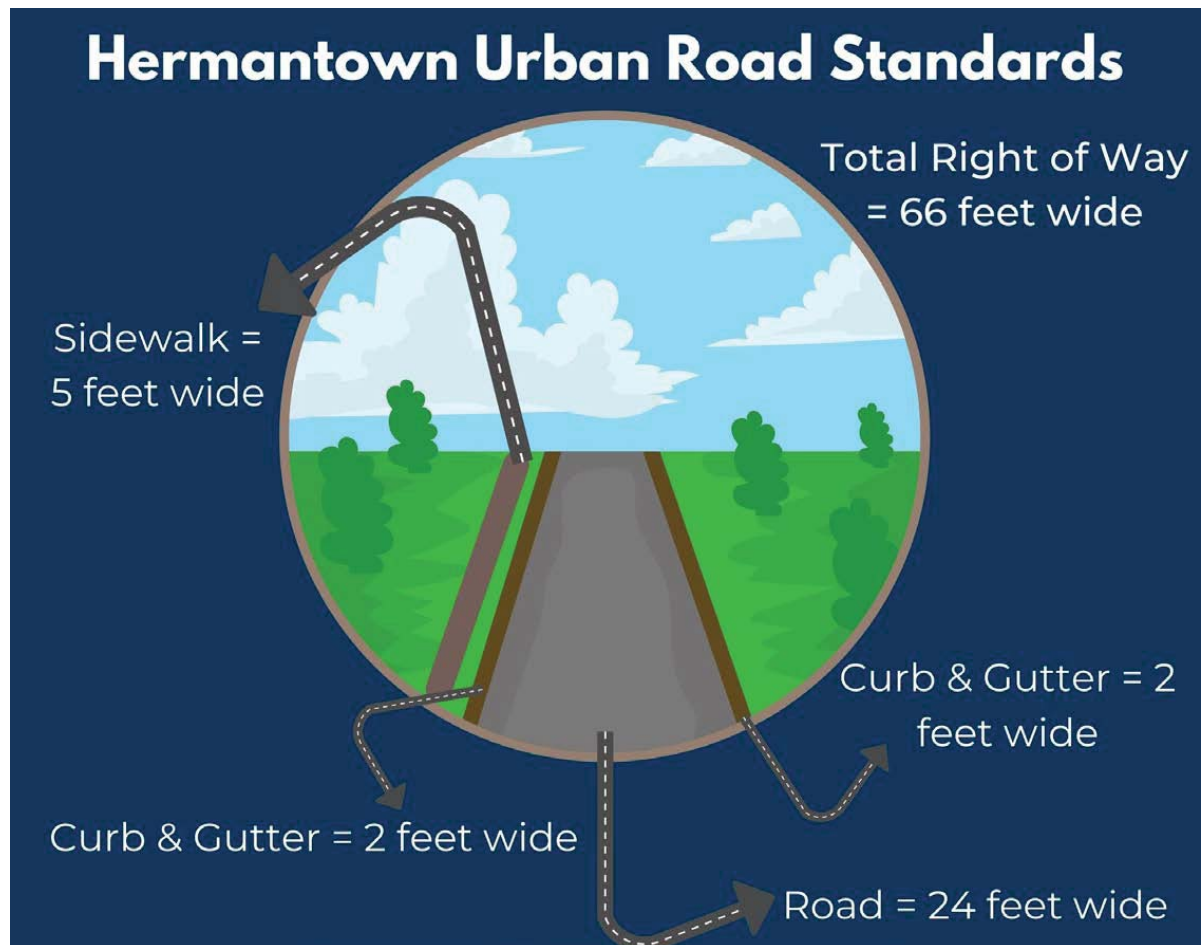


Okerstrom Road



Current Standard
North of Anderson Rd

Okerstrom Road



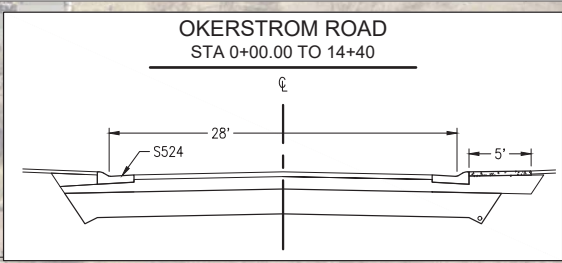
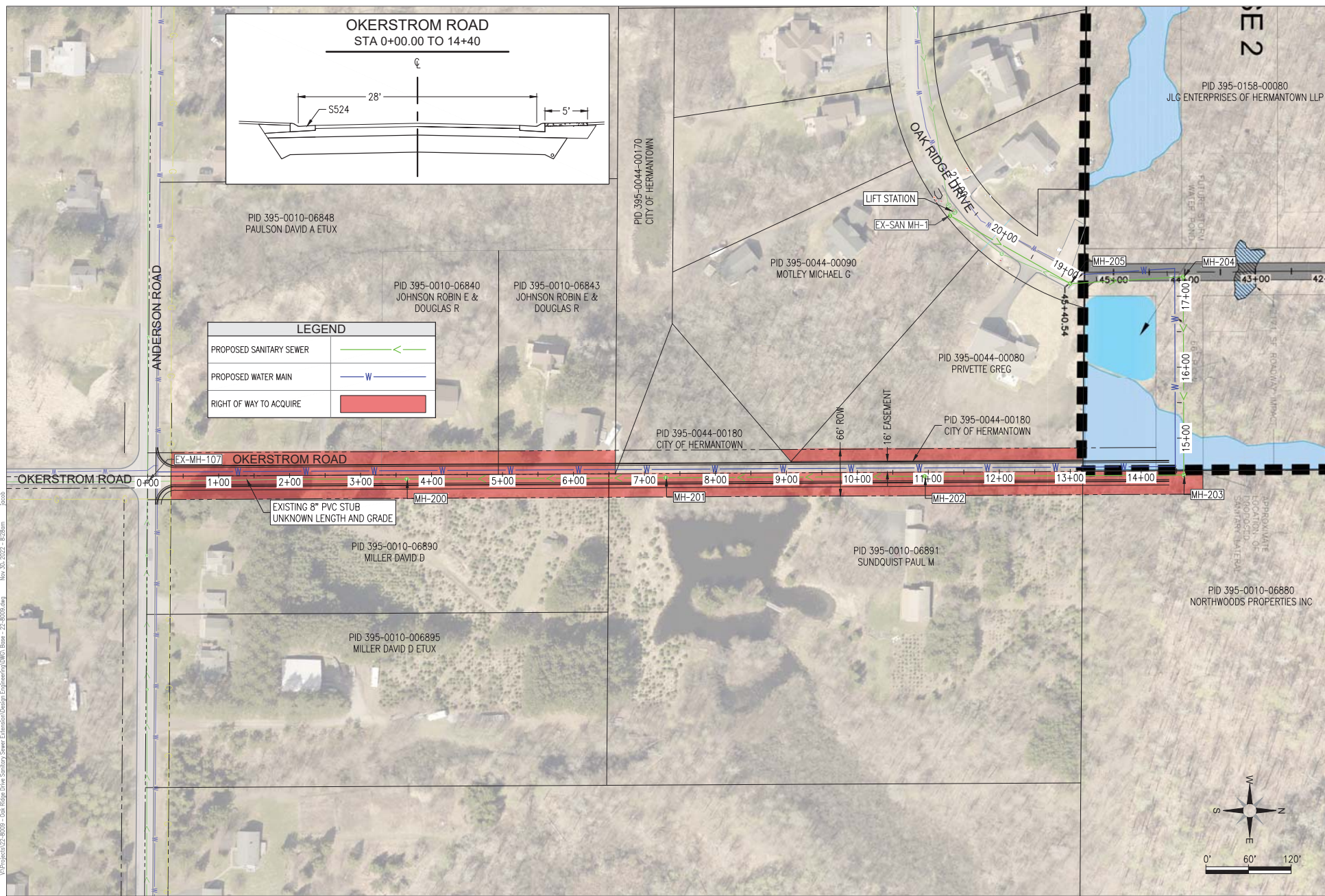
Proposed Standard
North of Anderson
Rd



Okerstrom Road

Road Improvement Plan – Payment Options

Potential Funding Source	Availability for Roads
Road Assessments	Yes
General Tax Levy	Yes
Municipal State Aid (MSA) Allocation	Available for Municipal State Aid roads only
Local Government Aid (LGA)	Hermantown does not receive Local Government Aid
Sales Tax	Trunk Sewer, <u>Water Upgrades</u> , City Hall, Wellness Center, and Recreation Initiative
Water Utility Fund	Water System Upgrades and maintenance
Stormwater Utility Fund	Ditching, Culverts, Storm Sewer, Sweeping and Curb/Gutter
Sanitary Sewer Fund	Sanitary Upgrades and maintenance
Streetlight Utility Fund	Street Lights and Signal System



LEGEND

PROPOSED SANITARY SEWER	
PROPOSED WATER MAIN	
RIGHT OF WAY TO ACQUIRE	



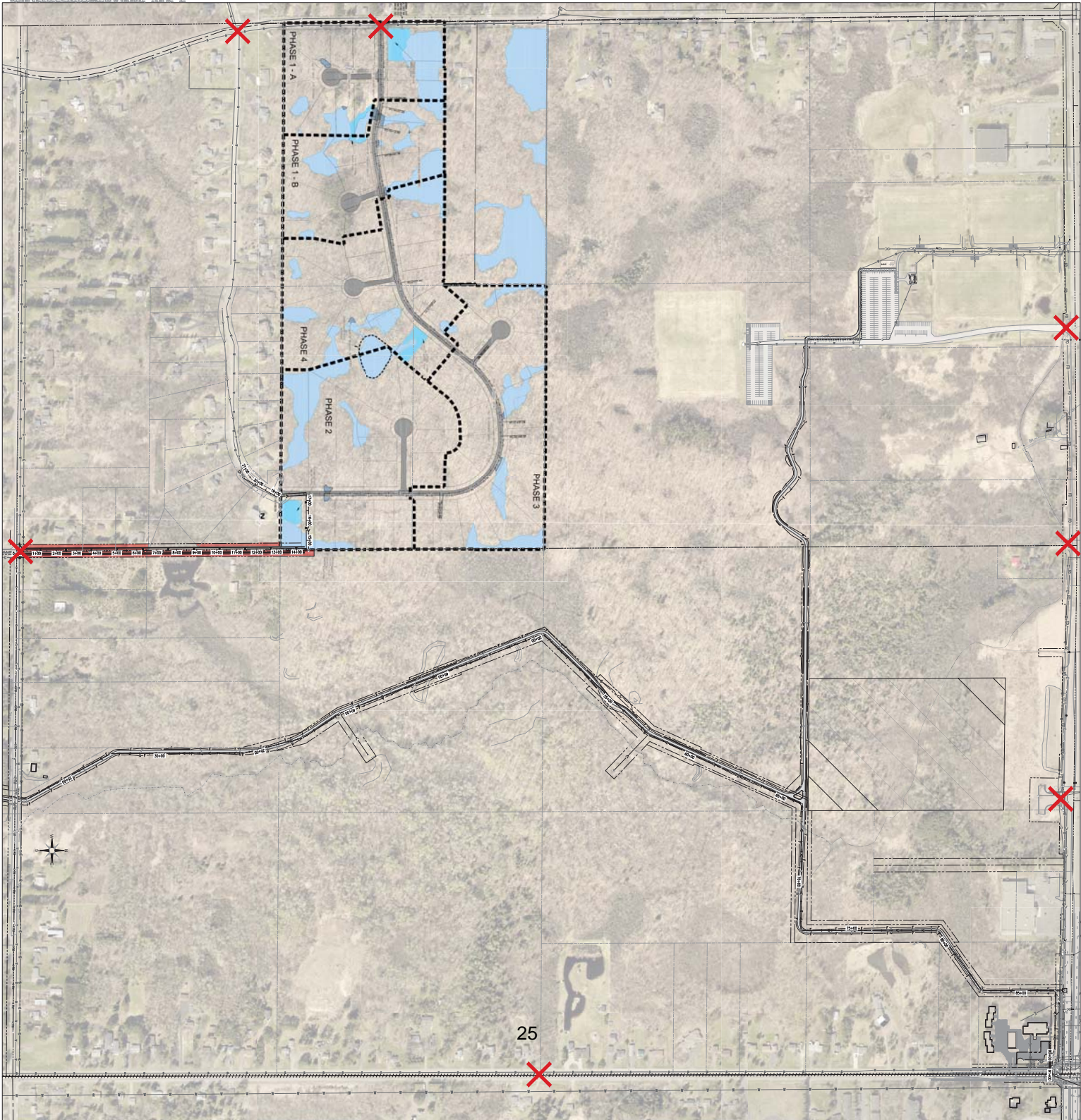
**OAK RIDGE DRIVE
SANITARY SEWER CONNECTION**

I hereby certify that this plan, specification, or report was prepared by or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
**PRELIMINARY
NOT FOR CONSTRUCTION**
 XXXXX/XXXX
 Lic. No. 40926
 Engineer: David G. Bolf

revision
 Prof: 21-8009
 Date: 11/30/22
 Drawn: XXX
 Checked: DGB
 OAK RIDGE TO OKERSTROM
 Sheet Title
 Sheet Number
EX 2B

I:\Projects\02-8009 - Oak Ridge Drive Sanitary Sewer Extension\Design\Engineering\DWG_Base - 22-8009.dwg
 Nov 30, 2022 - 8:28am
 DGB

CITY OF HERMANTOWN
SECTION 24



25





Summary and Questions

- Understand the actions that have occurred to this point
- Outline the reasoning for considering Okerstrom Road changes
- Gain a better understanding of the impact of this project in the immediate and overall vicinity

Questions,
comments,
suggestions?

CITY OF HERMANTOWN
CITY COUNCIL MEETING
Tuesday, January 17, 2023
6:30 PM Central

MEETING CONDUCTED IN PERSON & VIA ZOOM

Mayor Wayne Boucher: Present
Councilor John Geissler: Present
Councilor Andy Hjelle: Present
Councilor Brian LeBlanc: Present

CITY STAFF: John Mulder, City Administrator; Jackie Dolentz, City Clerk; Joe Wicklund, Communications & Community Engagement Director; David Bolf, City Engineer; Gunnar Johnson, City Attorney

VISITORS: 1

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ANNOUNCEMENTS**
5. **PUBLIC HEARING**
6. **COMMUNICATIONS**

A. Correspondence 22-137 through 22-139 and 23-01 through 23-10 placed on file

B. 23-02

From: Adam Schminski, Building Official
TO: Mayor & City Council
RE: 2022 Building Permits

C. 23-03

From: Adam Schminski, Building Official
TO: Mayor & City Council
RE: Building Permit Comparison 2020 - 2022

7. **PRESENTATIONS**

A. 2023 Legislative Ask & SLC Days at the Capitol

Joe Wicklund, Communications and Community Engagement Director
(Pre-Agenda Only)

B. American Rescue Funds (ARPA) Update

Kevin Orme, Director of Finance & Administration
(Pre-Agenda Only)

C. Ehler's Financial Management Plan (FMP) Recap
Kevin Orme, Director of Finance & Administration
(Pre-Agenda Only)

8. **PUBLIC DISCUSSION**

9. **MOTIONS**

10. **CONSENT AGENDA**

A. **Minutes** - Approval or correction of January 3rd, 2023 City Council Continuation Minutes

B. **Accounts Payable** - Approve general city warrants from January 1, 2023 through January 15, 2023 in the amount of \$791,219.74

Motion to approve the Consent Agenda. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

11. **ORDINANCES**

A. **2023-01 An Ordinance Extending A Temporary Moratorium On Edible Cannabinoid Products Derived From Hemp Within The City Of Hermantown - one read only**

(motion, roll call)

Motion to approve 2023-01 An Ordinance Extending A Temporary Moratorium On Edible Cannabinoid Products Derived From Hemp Within The City Of Hermantown. This motion, made by Councilor Andy Hjelle and seconded by Councilor John Geissler, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

12. **RESOLUTIONS**

A. **2023-07 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Northland Consulting Engineers, LLP (City Engineering Services)**

(motion, roll call)

Motion to approve 2023-07 Resolution Authorizing And Directing Mayor And City Clerk To Execute And Deliver Agreement For Professional Services With Northland Consulting Engineers, LLP (City Engineering Services). This motion, made by Councilor Brian LeBlanc and seconded by Councilor Andy Hjelle, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

B. 2023-08 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The Removal Of The Lindahl Road Bridge

(motion, roll call)

Motion to approve 2023-08 Resolution Approving Final Plans And Specifications And Ordering Advertisement For Bids For The Removal Of The Lindahl Road Bridge. This motion, made by Councilor John Geissler and seconded by Councilor Brian LeBlanc, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

C. 2023-09 Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 534 (Ugstad & Arrowhead Roads) In The Amount Of \$4,198,470

(motion, roll call)

Motion to approve 2023-09 Resolution Receiving Bids And Awarding Contract For Road Improvement District No. 534 (Ugstad & Arrowhead Roads) In The Amount Of \$4,198,470. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

D. 2023-10 Resolution Authorizing And Directing Mayor And City Clerk to Execute And Deliver An Agreement For Materials Testing Services For Street Improvement District No. 534 (Ugstad & Arrowhead Roads)

(motion, roll call)

Motion to approve 2023-10 Resolution Authorizing And Directing Mayor And City Clerk to Execute And Deliver An Agreement For Materials Testing Services For Street

Improvement District No. 534 (Ugstad & Arrowhead Roads). This motion, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

E. 2023-11 Resolution Authorizing A Contract For Professional Services With Clifton Larson Allen LLP For Audit Services In The Amount Of \$31,900 For The Financial Statement Audit And Additional Money For Lease Calculations

(motion, roll call)

Motion to approve 2023-11 Resolution Authorizing A Contract For Professional Services With Clifton Larson Allen LLP For Audit Services In The Amount Of \$31,900 For The Financial Statement Audit And Additional Money For Lease Calculations. This motion, made by Councilor Andy Hjelle and seconded by Councilor Brian LeBlanc, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

F. 2023-12 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement For Consulting Services With The Costin Group, Inc. In An Amount Not To Exceed \$18,000.00

(motion, roll call)

Motion to approve 2023-12 Resolution Authorizing And Directing The Mayor And City Clerk To Execute And Deliver An Agreement For Consulting Services With The Costin Group, Inc. In An Amount Not To Exceed \$18,000.00. This motion, made by Councilor Brian LeBlanc and seconded by Councilor John Geissler, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

13. **RECESS**

Motion to recess. This motion, made by Councilor John Geissler and seconded by Councilor Andy Hjelle, Carried.

Councilor John Geissler: Yea
Councilor Andy Hjelle: Yea
Councilor Brian LeBlanc: Yea
Mayor Wayne Boucher: Yea
Yea: 4, Nay: 0

Mayor

ATTEST:

City Clerk

**CITY COUNCIL
WORK SESSION
Council Chambers**

Monday, January 30, 2023 at 4:30 P.M.

ROLL CALL: Councilors Geissler, Hjelle, LeBlanc, Mayor Boucher

ABSENT: None

CITY STAFF: John Mulder, City Administrator; Gunnar Johnson, City Attorney

OTHERS:

The City Council interviewed six applicants for the City Council vacancy created when Councilor Grant Hauschild resigned on 1/3/2023 after winning his election for the MN State Senate. Following the interviews and discussion, the consensus was to act on February 6, 2023 to appoint Ellie Jones to the vacant City Council position.

DISCUSSION ITEMS

Update on Work Plan 2023 – 2024 & Beyond: John Mulder stated that additional work sessions will be needed in order to deal with the number of issues related to the various projects of the community recreation initiative including the need for some additional funding. The Council may also want to consider a work session to talk about the future of the fire department.

Public Works – Road Improvement Program: John Mulder gave a short presentation on the history of the Road improvement plan and the various steps which the Council will be required to act on a road project. John also explained the various meetings that staff would have with the affected residents throughout the process. John then went through the list of Hermantown Road Projects for 2023-2025 and the St. Louis County projects in 2023

Recess: The meeting recessed at approximately 7:30 p.m.

Mayor

ATTEST:

City Administrator

CITY OF HERMANTOWN

CHECKS #69591-69631
01/16/2023-01/31/2023

PAYROLL CHECKS

Electronic Checks - #-68275-68318 \$77,496.16

LIABILITY CHECKS

Electronic Checks - #-68268-68274 \$65,339.42

Checks - #69625-69631 \$5,408.08

PAYROLL EXPENSE TOTAL \$148,243.66

ACCOUNTS PAYABLE

Checks - #69592-69624 \$108,174.14

Electronic Payments #-99524-99539 \$3,463,986.57

ACCOUNTS PAYABLE TOTAL \$3,572,160.71

TOTAL \$3,720,404.37

CITY OF HERMANTOWN, MN 01/16/2023-01/31/2023
Check # is between 69592 and 69624 or Check # is between -99539 and -99524

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
320	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2012A	175,000.00	-99539
318	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016A	475.00	-99539
318	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016A	18,150.00	-99539
318	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016A	385,000.00	-99539
322	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2014A	10,950.00	-99539
326	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020A	495,000.00	-99539
326	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020A	34,925.00	-99539
327	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020B	195,000.00	-99539
322	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2014A	125,000.00	-99539
320	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2012A	475.00	-99539
326	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020A	475.00	-99539
320	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2012A	8,096.25	-99539
315	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016B	560,000.00	-99539
315	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016B	475.00	-99539
328	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2021A	245,000.00	-99539
328	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2021A	32,276.25	-99539
328	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2021A	475.00	-99539
324	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018B	119,337.50	-99539
325	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2019A	140,190.63	-99539
324	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018B	305,000.00	-99539
325	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2019A	340,000.00	-99539
323	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018A	475.00	-99539
315	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2016B	35,100.00	-99539
323	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018A	27,862.50	-99539
323	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2018A	80,000.00	-99539
327	471000	Debt Service	BOND TRUST SERVICES CORPORATION	2020B	42,625.00	-99539
101	419901	City Hall & Police Building Maintenance	MN POWER	City Hall/Police/Fire	2,752.73	-99538
101	422901	Firehall #1 Maple Grove Road	MN POWER	City Hall/Police/Fire	1,759.94	-99538
101	422902	Firehall #2 Morris Thomas Road	MN POWER	FH #2 MorrisThomas & Stebner	137.93	-99538
101	422903	Firehall #3 Midway Road	MN POWER	FH #3 Midway/Rose	134.23	-99538
101	431901	City Garage	MN POWER	4971 Lightning Dr	571.86	-99538
101	431901	City Garage	MN POWER	5255 Maple Grove Rd Garage	24.80	-99538
101	452100	Parks	MN POWER	Parks	307.79	-99538
101	452100	Parks	MN POWER	Little Leagues	16.09	-99538
601	494400	Water Administration and General	MN POWER	4971 Lightning Dr	343.11	-99538
601	494400	Water Administration and General	MN POWER	Water	782.62	-99538
602	494900	Sewer Administration and General	MN POWER	4971 Lightning Dr	228.74	-99538
602	494900	Sewer Administration and General	MN POWER	Sewer	765.05	-99538

CITY OF HERMANTOWN, MN 01/16/2023-01/31/2023
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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
275	452200	Community Building	MN POWER	4289 Ugstad Rd/EWC	11,372.04	-99538
275	452200	Community Building	MN POWER	EWC Garage	17.90	-99538
101	452200	Community Building	MN POWER	Community Bldg	597.42	-99538
605	431160	Street Lighting	MN POWER	Overhead St Lights	503.10	-99538
605	431160	Street Lighting	MN POWER	Street Lights (Roundabout)	19.19	-99538
605	431160	Street Lighting	MN POWER	Street Lights	761.33	-99538
605	431160	Street Lighting	MN POWER	Street Lights	483.45	-99538
605	431160	Street Lighting	MN POWER	Street Lights	510.73	-99538
605	431160	Street Lighting	MN POWER	Street Lights	413.19	-99538
605	431160	Street Lighting	MN POWER	Traffic Lights	883.05	-99538
101	415300	Administration & Finance	WEX HEALTH INC	Monthly Participant /Cobra Fee	17.44	-99537
101	419100	Community Development	WEX HEALTH INC	Monthly Participant /Cobra Fee	2.18	-99537
101	419901	City Hall & Police Building Maintenance	WEX HEALTH INC	Monthly Participant /Cobra Fee	2.18	-99537
101	421100	Police Administration	WEX HEALTH INC	Monthly Participant /Cobra Fee	46.33	-99537
101	431100	Street Department	WEX HEALTH INC	Monthly Participant /Cobra Fee	6.54	-99537
601	494400	Water Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	6.54	-99537
602	494900	Sewer Administration and General	WEX HEALTH INC	Monthly Participant /Cobra Fee	6.54	-99537
101	415300	Administration & Finance	GREATAMERICA FINANCIAL SERVICES	Copier Lease/Konica bizhubC308	96.00	-99536
240	433200	Water Tower	BOLTON & MENK, INC.	Hwy 53 Water Tower Recon 11/12	555.00	-99535
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	Getchell - Radar Rd Developmen	80.00	-99534
101	419100	Community Development	NORTHLAND CONSULTING ENGINEERS L.L.P.	PO 2354 NASCAR Towing Plan Rev	350.00	-99534
416	452100	Parks	NORTHLAND CONSULTING ENGINEERS L.L.P.	Fichtner Park Planning	4,956.00	-99534
601	494400	Water Administration and General	NORTHLAND CONSULTING ENGINEERS L.L.P.	Water System Modeling	320.00	-99534
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Lindahl Rd Bridge Removal	4,697.00	-99534
603	441100	Storm Water	NORTHLAND CONSULTING ENGINEERS L.L.P.	Rocky Run Bridge Replacement	1,280.00	-99534
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Ugstad Rd - SP 202-101-014	560.00	-99534
101	431130	City Engineer	NORTHLAND CONSULTING ENGINEERS L.L.P.	Preagenda, City Council, Four	1,360.00	-99534
240	432510	Trunk Sewer Construction	NORTHLAND CONSULTING ENGINEERS L.L.P.	Oak Ridge Dr. Sanitary Sewer E	640.00	-99534
230	214500	Escrow Deposits Payable	NORTHLAND CONSULTING ENGINEERS L.L.P.	P&R Properties	640.00	-99534
101	421100	Police Administration	BRAY & REED LTD.	Prosecution Services Dec 2022	4,500.00	-99533
101	431100	Street Department	CRYSTEEL TRUCK EQUIPMENT	Sander Spinner Gearbox	2,414.60	-99532
602	494500	Sewer Maintenance	GOODIN COMPANY INC	PVC Cap Vent - Roosevelt LS	40.35	-99531
245	456201	Broadband	HOMETOWN FIBER, LLC	Hometown Fiber, LLC	5,996.10	-99530
101	431100	Street Department	MCCOY CONSTRUCTION & FORESTRY, INC	Hydrau Oil - Loader	243.28	-99529
101	431100	Street Department	NORTHERN ENGINE & SUPPLY INC	Hose Clamps - H4	29.08	-99528
101	411100	Council	OVEROM LAW, PLLC	City Council Agenda Matters	88.00	-99527
101	416100	City Attorney	OVEROM LAW, PLLC	Purchasing Policy Matters	88.00	-99527
101	416100	City Attorney	OVEROM LAW, PLLC	Paul Sens Accident Claim	252.00	-99527

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	416100	City Attorney	OVEROM LAW, PLLC	Special Assessment Policy	66.00	-99527
101	416100	City Attorney	OVEROM LAW, PLLC	General Matters/Retainer	1,900.00	-99527
101	416100	City Attorney	OVEROM LAW, PLLC	City Councilor Orientation - H	438.00	-99527
101	416100	City Attorney	OVEROM LAW, PLLC	Fire Protection District	55.00	-99527
101	419100	Community Development	OVEROM LAW, PLLC	Stebner Farms Projects	406.00	-99527
412	419100	Community Development	OVEROM LAW, PLLC	2021 Recreation Facility	509.27	-99527
101	419100	Community Development	OVEROM LAW, PLLC	2022 Sign Ordinance Amendments	264.00	-99527
101	421100	Police Administration	OVEROM LAW, PLLC	Body Camera Matters	55.00	-99527
101	421100	Police Administration	OVEROM LAW, PLLC	Police Dept Personnel Matters	286.00	-99527
101	421100	Police Administration	OVEROM LAW, PLLC	Edible Cannabinoids	679.00	-99527
416	452100	Parks	OVEROM LAW, PLLC	2021 Recreation Facility	509.27	-99527
230	465100	HEDA	OVEROM LAW, PLLC	HEDA Agenda Matters	392.00	-99527
415	465200	Community Development	OVEROM LAW, PLLC	Naming Rights Agreement Matter	1,092.00	-99527
415	465200	Community Development	OVEROM LAW, PLLC	2021 Recreation Facility	509.27	-99527
240	432510	Trunk Sewer Construction	OVEROM LAW, PLLC	Okerstrom Sewer & RD Project N	176.00	-99527
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	P&R Properties Tax Increment M	658.00	-99527
230	214500	Escrow Deposits Payable	OVEROM LAW, PLLC	P&R Properties Engwalls Develo	42.00	-99527
245	456201	Broadband	OVEROM LAW, PLLC	Broadband Expansion	56.00	-99527
101	411100	Council	VC3	Quarterly Billing Jan-Mar 2023	204.00	-99526
101	413100	Mayor	VC3	Q1 2023 Renewals	71.60	-99526
101	413100	Mayor	VC3	Quarterly Billing Jan-Mar 2023	355.45	-99526
101	415300	Administration & Finance	VC3	Q1 2023 Renewals	429.60	-99526
101	415300	Administration & Finance	VC3	Quarterly Billing Jan-Mar 2023	3,617.70	-99526
101	419100	Community Development	VC3	Quarterly Billing Jan-Mar 2023	1,066.35	-99526
101	419100	Community Development	VC3	Q1 2023 Renewals	214.80	-99526
101	421100	Police Administration	VC3	Quarterly Billing Jan-Mar 2023	6,753.55	-99526
101	421100	Police Administration	VC3	Q1 2023 Renewals	1,360.40	-99526
101	424100	Building Inspection	VC3	Quarterly Billing Jan-Mar 2023	355.45	-99526
101	424100	Building Inspection	VC3	Q1 2023 Renewals	71.60	-99526
101	431100	Street Department	VC3	Quarterly Billing Jan-Mar 2023	1,421.80	-99526
101	431100	Street Department	VC3	Q1 2023 Renewals	286.40	-99526
601	494400	Water Administration and General	VC3	Quarterly Billing Jan-Mar 2023	1,808.85	-99526
601	494400	Water Administration and General	VC3	Q1 2023 Renewals	214.80	-99526
602	494900	Sewer Administration and General	VC3	Q1 2023 Renewals	214.80	-99526
602	494900	Sewer Administration and General	VC3	Quarterly Billing Jan-Mar 2023	1,808.85	-99526
101	415300	Administration & Finance	FIRST BANKCARD	Dec First Bankcard Mulder	162.46	-99525
101	415300	Administration & Finance	FIRST BANKCARD	Dec First Bankcard Orme	78.23	-99525
101	415300	Administration & Finance	FIRST BANKCARD	Dec First Bankcard Orme	9.74	-99525

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Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Dec First Bankcard Heinbuch	139.98	-99525
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Dec First Bankcard Orme	497.36	-99525
101	419901	City Hall & Police Building Maintenance	FIRST BANKCARD	Dec First Bankcard Orme	53.35	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Ross	35.98	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Dwyer	27.96	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Sorensen	26.90	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Sorensen	84.05	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Esterbrooks	311.28	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Sorensen	85.94	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Crace	353.83	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Crace	21.00	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Crace	7.99	-99525
101	421100	Police Administration	FIRST BANKCARD	Dec First Bankcard Ross	134.94	-99525
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Dec First Bankcard Orme	124.34	-99525
101	422901	Firehall #1 Maple Grove Road	FIRST BANKCARD	Dec First Bankcard Orme	13.34	-99525
101	431100	Street Department	FIRST BANKCARD	Dec First Bankcard Senst	340.79	-99525
101	431100	Street Department	FIRST BANKCARD	Dec First Bankcard Orme	113.45	-99525
101	431100	Street Department	FIRST BANKCARD	Dec First Bankcard Orme	22.19	-99525
101	431100	Street Department	FIRST BANKCARD	Dec First Bankcard Bjonskaas	67.60	-99525
101	431100	Street Department	FIRST BANKCARD	Dec First Bankcard Senst	308.93	-99525
101	452100	Parks	FIRST BANKCARD	Dec First Bankcard Bjonskaas	10.73	-99525
601	494300	Water Distribution	FIRST BANKCARD	Dec First Bankcard Senst	550.00	-99525
601	494400	Water Administration and General	FIRST BANKCARD	Dec First Bankcard Orme	8.88	-99525
601	494400	Water Administration and General	FIRST BANKCARD	Dec First Bankcard Orme	45.38	-99525
601	494400	Water Administration and General	FIRST BANKCARD	Dec First Bankcard Orme	3.25	-99525
602	494900	Sewer Administration and General	FIRST BANKCARD	Dec First Bankcard Orme	68.07	-99525
602	494900	Sewer Administration and General	FIRST BANKCARD	Dec First Bankcard Orme	3.25	-99525
602	494900	Sewer Administration and General	FIRST BANKCARD	Dec First Bankcard Orme	13.31	-99525
275	452200	Community Building	FIRST BANKCARD	Dec First Bankcard Orme	681.12	-99525
275	452200	Community Building	FIRST BANKCARD	Dec First Bankcard Orme	1,005.26	-99525
101	419901	City Hall & Police Building Maintenance	STATE CHEMICAL SOLUTIONS	Cleaning Supplies	204.30	-99524
101	422901	Firehall #1 Maple Grove Road	A G O'BRIEN PLUMBING & HEATING INC	Waterline Repair - FH1	929.72	69592
230	465100	HEDA	ALLEGRA	Mass Mailing -Referendum Edu	4,381.90	69593
101	431100	Street Department	CENTRAL PENSION FUND	Training Per Contract	77.11	69594
601	494300	Water Distribution	CENTRAL PENSION FUND	Training Per Contract	77.11	69594
602	494500	Sewer Maintenance	CENTRAL PENSION FUND	Training Per Contract	77.11	69594
101	422902	Firehall #2 Morris Thomas Road	CENTURYLINK	Internet FH2 12/28/22-01/27/23	79.98	69595
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at CH	8.88	69596

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	419901	City Hall & Police Building Maintenance	CINTAS CORPORATION	Mats at FD/PD	30.72	69596
101	431100	Street Department	CINTAS CORPORATION	Uniforms	26.93	69596
101	431100	Street Department	CINTAS CORPORATION	Uniforms	52.73	69596
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	69596
101	431100	Street Department	CINTAS CORPORATION	Uniforms	9.72	69596
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	10.35	69596
101	431901	City Garage	CINTAS CORPORATION	Mats at PW	30.03	69596
101	431901	City Garage	CINTAS CORPORATION	Supplies	37.50	69596
101	431901	City Garage	CINTAS CORPORATION	1st Aid Cabinets	126.50	69596
101	431901	City Garage	CINTAS CORPORATION	Supplies	22.50	69596
601	494300	Water Distribution	CITY OF DULUTH COMFORT SYSTEMS	Dec Water Charges	75,135.97	69597
601	494400	Water Administration and General	CUSTOMER ELATION INC	12/20 - 01/16/23 Answering	31.17	69598
602	494900	Sewer Administration and General	CUSTOMER ELATION INC	12/20 - 01/16/23 Answering	20.78	69598
101	421100	Police Administration	DEPARTMENT OF MOTOR VEHICLES	2022 Chev Tahoe Tax-SQD 11	2,090.52	69599
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	8" Gate Valve - Haines	2,058.53	69600
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	11.74x20 Repair CL OI:0487832	-67.69	69600
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	11.74x15 Rapair CL OI:None	-344.46	69600
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	8" Gate Valve	3,391.11	69600
601	494300	Water Distribution	FERGUSON WATERWORKS #2516	Chlorine Tabs	38.33	69600
101	431100	Street Department	FORCE AMERICA DISTRIBUTING LLC	Sander Sensor - H0	628.97	69601
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hose Fitting/Adapter	16.60	69602
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hose Assembly	92.24	69602
101	431100	Street Department	HERMANTOWN HYDRAULICS	Hoses - H4	309.59	69602
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	City Council Meeting	74.25	69603
101	411300	Ordinance, Public Notice and Proceedings	HERMANTOWN STAR LLC	Ordinance 2022-14	66.00	69603
245	419100	Community Development	HOISINGTON KOEGLER GROUP INC.	Comprehensive Plan Update-Dec	1,835.00	69604
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Report Covers	76.26	69605
101	415300	Administration & Finance	INNOVATIVE OFFICE SOLUTIONS, LLC	Money Receipt Book	32.61	69605
101	414100	Elections	INTECH SOFTWARE SOLUTIONS, INC.	Election Mngt Subscription 202	3,027.00	69606
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Toshiba	7.35	69607
101	415300	Administration & Finance	INTEGRATED OFFICE SOLUTIONS	Copy Overage Konica	320.30	69607
101	419100	Community Development	JOHNSON, ERIC	Phone Reimbursement Jul-Dec 20	150.00	69608
101	421100	Police Administration	LEADS ONLINE	Software fee 01/15/23-01/14/24	2,345.00	69609
101	419901	City Hall & Police Building Maintenance	MENARD INC	Shovel	21.98	69610
101	419901	City Hall & Police Building Maintenance	MENARD INC	Gutter Cable/Cord - CH Roof	502.18	69610
101	419901	City Hall & Police Building Maintenance	MENARD INC	Mouse Traps/Glue Board	5.27	69610
101	431100	Street Department	MENARD INC	Chain - H1	49.17	69610
101	431100	Street Department	MENARD INC	Batteries	26.85	69610

CITY OF HERMANTOWN, MN 01/16/2023-01/31/2023
Check # is between 69592 and 69624 or Check # is between -99539 and -99524

1/25/2023

Page 6

Fun d	Account	Department	Vendor Name	Description	Amount	Check #
101	431100	Street Department	MIDWEST MACHINERY CO, INC.	Freight - Tractor to Shop	1,302.72	69611
601	220100	Refund Payable	MN POWER	Refund Acct 2911-00	7.00	69612
101	214500	Escrow Deposits Payable	MYHRE, TYLER	Erosion Control Deposit	500.00	69613
101	431100	Street Department	NAPA AUTO PARTS	Oil	155.28	69614
101	431100	Street Department	NAPA AUTO PARTS	Wire Kit	90.55	69614
101	431100	Street Department	NAPA AUTO PARTS	Gear Lube - H4	100.51	69614
101	421100	Police Administration	NLEAC	2023 Dues	75.00	69615
101	414100	Elections	ST LOUIS COUNTY AUDITOR	Disk Programming/Election Judg	336.00	69616
101	419901	City Hall & Police Building Maintenance	STACK BROS MECHANICAL, INC.	Repair MUA - CH	1,053.00	69617
101	421100	Police Administration	STREICHER'S	Belt	-44.99	69618
101	421100	Police Administration	STREICHER'S	External Vest	-85.00	69618
101	421100	Police Administration	STREICHER'S	Uniform - Prouse 2022	205.00	69618
101	421100	Police Administration	SUN CONTROL OF MN	Reflective License Plates	75.00	69619
101	421100	Police Administration	SUN CONTROL OF MN	Window Tint/Graphics - SQD 11	625.00	69619
101	421100	Police Administration	TROY'S BP AMOCO INC	Brakes - SQD 17	622.77	69620
101	421100	Police Administration	TROY'S BP AMOCO INC	Oil & Filter/Repair - SQD 16	694.40	69620
101	431100	Street Department	UNITED TRUCK BODY COMPANY INC	Pickup Cutting Edges - Plow	1,126.08	69621
101	431100	Street Department	UNITED TRUCK BODY COMPANY INC	Plow Ext Truck Plows	689.40	69621
101	421100	Police Administration	USA TOWING & RECOVERY	Stabbing Invest - ICR 22122009	90.00	69622
101	421100	Police Administration	USA TOWING & RECOVERY	DWI Forfeiture - ICR 22030083	120.00	69622
101	421100	Police Administration	USA TOWING & RECOVERY	Stolen Recovery - ICR 22160026	65.00	69622
601	494400	Water Administration and General	VALLI INFORMATION SYSTEMS, INC	Dec 2022 Bill Print period 12	714.01	69623
602	494900	Sewer Administration and General	VALLI INFORMATION SYSTEMS, INC	Dec 2022 Bill Print period 12	714.01	69623
603	441100	Storm Water	VALLI INFORMATION SYSTEMS, INC	Dec 2022 Bill Print period 12	714.01	69623
101	415300	Administration & Finance	WICKLUND, JOE	2022 Cell Phone Stipend Jan-De	300.00	69624

Totals: 215 records printed

3,572,160.71



CITY COUNCIL MEETING DATE: February 6th, 2023

TO: Mayor & City Council
FROM: Paul Senst, Public Works Director
SUBJECT: 1 Ton Pickup Truck Chassis Purchase

RESOLUTION: 2023-13 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve purchase of GMC 1 Ton cab/chassis.

BACKGROUND

As part of the 2023 CIP there is a purchase of a 1 Ton dirt Service Truck (2023-04). This request is for the purchase of the cab/chassis for this truck. This truck will replace Unit # H9 which is a 2000 service truck that has approx. 180,000 miles and is in need of constant repair. After Delivery of the new unit, the existing Unit #H9 will be sold @ Auction.

We recommend the purchase of this cab/chassis to North Country GM of Hibbing in the amount of \$50,384.00 plus applicable taxes and fees.

This purchase is thru the MN State Bid Process

SOURCE OF FUNDS (if applicable)

401-431100-544

ATTACHMENTS

Resolution
North Country GM Quote

Resolution No. 2023-13

**RESOLUTION AWARDING CONTRACT FOR 2023 GMC SIERRA 3500HD TRUCK CHASSIS
IN THE AMOUNT OF \$50,384.00 PLUS APPLICABLE TAXES AND FEES**

WHEREAS, the City of Hermantown will purchase a 2023 GMC Sierra 3500HD truck chassis; and

WHEREAS, the upfit kit will be purchased at a later date from an as of yet determined vendor; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to award the contract for 2023 GMC Sierra 3500 HD chassis to North Country GM; and

WHEREAS, the purchase of the 2023 GMC Sierra 3500 HD chassis is part of the 2023 Capital Improvement Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown as follows:

1. North Country GM is hereby determined to be able to provide the 2023 GMC Sierra 3500 HD chassis to the City pursuant to the State Contract.
2. The price of \$50,384.00 plus applicable fees and sales tax for the truck chassis in accordance with the State Contract is hereby accepted.
3. Per the CIP the funds for the payment of the truck chassis will be paid from Fund No. 401 and expensed to 401-431100-544.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 6, 2023.



NORTH COUNTRY GM

BOB OHARA | 218-262-3881 | rwohara01@aol.com

CITY OF HERMANTOWN

Prepared For: PAUL

Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro





NORTH COUNTRY GM

BOB OHARA | 218-262-3881 | rwohara01@aol.com

Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (✔ Complete)

Quote Worksheet

	MSRP
Base Price	\$50,800.00
Dest Charge	\$1,895.00
Total Options	\$2,301.00
Subtotal	\$54,996.00
BID ASSIST	(\$2,500.00)
2024 MODEL YEAR PRICE ADJUSTMENT	\$2,000.00
Subtotal Pre-Tax Adjustments	(\$500.00)
Less Customer Discount	(\$4,112.00)
Subtotal Discount	(\$4,112.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$50,384.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$50,384.00

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL

CODE	MODEL	MSRP
TK30943	2023 GMC Sierra 3500HD 4WD Crew Cab 172" Pro	\$50,800.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (Complete)

BODY CODE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model.) *CREDIT*	-11.00 lbs	-246.00 lbs	(\$1,155.00)

REAR WHEEL CONFIGURATION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
SRW	Single Rear Wheels (STD)	-47.00 lbs	-144.00 lbs	\$0.00

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD)	0.00 lbs	0.00 lbs	\$0.00

GVWR				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
G1Y	GVWR, 11,500 lbs. (5216 kg) with single rear wheels (STD) (Included and only available with model TK30943 model and (L8T) 6.6L V8 gas engine or TC30903 and (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Requires single rear wheels.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (✔ Complete)

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1SA	Pro Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYT	Wheels, 18" (45.7 cm) 8-spoke painted steel, Silver Extended (STD) (Requires single rear wheels.)	6.00 lbs	-76.00 lbs	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QF6	Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)	24.00 lbs	-63.00 lbs	\$0.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models.)	0.00 lbs	16.00 lbs	\$380.00

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (Complete)

SEAT TYPE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	4.00 lbs	2.00 lbs	\$0.00

SEAT TRIM				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H2G	Jet Black, Vinyl seat trim	0.00 lbs	0.00 lbs	\$0.00

RADIO				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, GMC Infotainment System with 7" diagonal color touchscreen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions. (Requires 4WD model and includes (KW5) 220-amp alternator and is upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring/Camper Package.)	1.00 lbs	0.00 lbs	\$300.00
ZLQ	Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) cruise control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCI) Convenience Package.	0.00 lbs	0.00 lbs	\$610.00

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
---	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
JL1	Trailer brake controller, integrated (Required with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Crew Cab and Double Cab models available as free flow with (L8T) 6.6L V8 gas engine. Regular Cab models Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package. Included with (CMT) Gooseneck / 5th Wheel Prep Package.)	4.00 lbs	3.00 lbs	\$275.00
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	0.00 lbs	0.00 lbs	\$135.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	1.00 lbs	1.00 lbs	Inc.
NQH	Transfer case, two-speed active electronic Autotrac with push button control (Requires 4WD models.)	9.00 lbs	4.00 lbs	\$200.00
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (X31) X31 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	8.00 lbs	1.00 lbs	Inc.

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	11.00 lbs	-48.00 lbs	Inc.
AKO	Glass, deep-tinted (Included with (PCI) Convenience Package.)	0.00 lbs	0.00 lbs	\$200.00
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]), Black (Included and only available with (ZLQ) Fleet Convenience Package or (PCI) Convenience Package.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
8S3	Backup alarm, 97 decibels (Not available with (CMT) Gooseneck/5th Wheel Package, SEO (SFW) back-up alarm calibration or (UY2) trailer wiring provisions.)	0.00 lbs	0.00 lbs	\$138.00
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com .	0.00 lbs	1.00 lbs	\$150.00
AQQ	Remote Keyless Entry (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	0.00 lbs	1.00 lbs	Inc.
K34	Cruise control, steering wheel-mounted (Included with (PCI) Convenience Package, (ZLQ) Fleet Convenience Package or (RGE) Safety Essentials Package.)	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)	2.00 lbs	1.00 lbs	\$150.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
5N5	Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com (Requires (ZW9) Pickup bed delete.)	0.00 lbs	0.00 lbs	\$73.00

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
RVS	LPO, Black tubular assist steps, 4" round (dealer-installed) (Not available with any other RPO or LPO assist step.)	25.00 lbs	25.00 lbs	\$845.00
Options Total		37.00 lbs	-522.00 lbs	\$2,301.00

Price Summary

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro ( Complete)

PRICE SUMMARY

	MSRP
Base Price	\$50,800.00
Total Options	\$2,301.00
Vehicle Subtotal	\$53,101.00
Destination Charge	\$1,895.00
Grand Total	\$54,996.00

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (✔ Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine.)

Pickup bed includes bed assist step (STD) (Deleted when (ZW9) pickup bed delete is ordered.)

GVWR, 11,500 lbs. (5216 kg) with single rear wheels (STD) (Included and only available with model TK30943 model and (L8T) 6.6L V8 gas engine or TC30903 and (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Requires single rear wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Suspension Package (Not available with (X31) Off-Road Package.)

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L gas V8 engine. Not included with (ZW9) pickup bed delete.)

Exterior

Wheels, 18" (45.7 cm) 8-spoke painted steel, Silver Extended (STD) (Requires single rear wheels.)

Tires, LT275/70R18E all-terrain, blackwall (STD) (Requires single rear wheels.)

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (✔ Complete)

Exterior

Tire, spare LT275/70R18 all-terrain, blackwall (STD) (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models.)

Single Rear Wheels (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome lower

Bumper, rear chrome with bumper CornerSteps

CornerStep, rear bumper

Bed Step, Black integrated on forward portion of bed on driver and passenger side (Not available with (ZW9) pickup bed delete.)

Moldings, beltline, Black

Cargo tie downs (12), fixed, rated at 500 lbs per corner

Grille, Chrome surround with Black mesh

Headlamps, LED reflector with incandescent turn signals and LED signature Daytime Running Lamps

Taillamps, LED tail and SRW are incandescent stop, turn and reverse light and DRW are LED stop, turn and reverse light

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Glass, solar absorbing, tinted

Door handles, Black grained

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection caps, top (Deleted with (ZW9) pickup bed delete.)

Tailgate, locking, utilizes same key as ignition and door (Included and only available with (QK1) standard tailgate. Deleted with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete.)

Entertainment

Audio system, GMC Infotainment System with 7" diagonal color touchscreen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wired Android Auto and Apple CarPlay capability for compatible phones (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

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Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro ( Complete)

Interior

- Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)
- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Not available with Regular Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
- Window, power front, passenger express down (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
- Windows, power rear, express down (Not available on Regular Cab models.)
- Door locks, power (Standard on Crew Cab and Double Cab. On Regular Cab, included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package.)
- Power outlet, front auxiliary, 12-volt
- USB ports, 2 (first row) located on instrument panel
- Air conditioning, single-zone
- Air vents, rear (Not available with Regular Cab model.)
- Mirror, inside rearview, manual tilt
- Assist handles, front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps LED signature lighting

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.



NORTH COUNTRY GM

BOB OHARA | 218-262-3881 | rwohara01@aol.com

Vehicle: [Fleet] 2023 GMC Sierra 3500HD (TK30943) 4WD Crew Cab 172" Pro (✔ Complete)

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in truck trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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CITY COUNCIL MEETING DATE: February 6th, 2023

TO: Mayor & City Council
FROM: Paul Senst, Public Works Director
SUBJECT: 2nd AMI Antenna Purchase

RESOLUTION: 2023-14 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve 2nd Antenna Purchase for AMI water radio conversion project.

BACKGROUND

As part of the 2022 CIP the City of Hermantown started the process of our conversion to the AMI System. As part of that process we knew/know that we would need at least 2 antenna towers for this system to work. The height and exact location of the #2 tower was not exactly known when the purchase of the AMI system was initially made. That is all known now and this is the purchase of the 2nd radio tower for our AMI system.

This purchase is made thru Omni systems and Core and Main in lieu of just Core and Main to save the City approximately \$ 14,000.00.

SOURCE OF FUNDS (if applicable)

240-433500-580

ATTACHMENTS

Resolution
Quote from Omni and Core and Main
Quote from Core and Main

Resolution No. 2023-xx

RESOLUTION AWARDDING PURCHASE OF AN ANTENNA FOR THE ADVANCED METERING INFRASTRUCTURE FOR WATER METERS IN THE AMOUNT OF \$91,420.00

WHEREAS, the City of Hermantown is in the process of converting to an advance metering infrastructure for water meters; and

WHEREAS, a second antenna is necessary to ensure that all meters can be read via the advanced metering infrastructure; and

WHEREAS, after fully considering this matter, the City Council of the City of Hermantown believes that it is in the best interest of the City of Hermantown to purchase the antenna from Omni, and Core and Main; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown as follows:

1. Omni, and Core and Main is hereby determined to be able to provide the antenna and is the low quote.
2. The price of \$91,420.00 is hereby accepted.
3. Per the CIP the funds for the payment of the truck chassis will be paid from Fund No. 240 and expensed to 240-433500-580.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 6, 2023.



Bid Proposal for Hermantown TGB

CITY OF HERMANTOWN
Bid Date: 12/09/2022
Core & Main 2667038

Core & Main
15800 W 79th St
Eden Prairie, MN 55344
Phone: 952-937-9666
Fax: 952-937-8065

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	1	M400B2 BASE STATION 200KHZ PCS	EA	25,625.00	25,625.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Omni Contracting, Inc.
 7000 Oxford street
 St. Louis Park, MN 55426
 952-922-9511

DATE: November 14, 2022
Quotation #: C - 13939

Prepared for:	Core & Main	Prepared by:	Chris Plaster
Attention:	Kirk Peterson		Chief Operations Officer
Address:	2500 Enterprise Ave		Omni Contracting
City:	Hastings		P: 952-922-9511
State:	MN		Cplaster@omniccontracting.com
Zip:	55033		
Phone:	612-202-7786		
Email:	Kirk.peterson@coreandmain.com		
Budgetary:			
RFQ:	AMI Project for the city of Hermantown. 4943 Radar Rd., Hermantown, MN 55811		

Item	Description	AMOUNT
1	Material - Coax, Antenna and Misc. hardware	\$ 4,950.00
2	Omni Contracting installation labor and project management and truck charge	\$ 21,500.00
3	Bell lumber (100') wood pole purchase and delivered.	\$ 17,895.90
4	United rentals (Lift)	\$ 6,000.00
5	A&B welding (unload and install 100' pole)	\$ 9,400.00
6	Electrical - Custom Conduit - panel and dedicated circuit to the TGB	\$ 6,050.00
6	TOTAL	\$ 65,795.90

Note: The above quote is subject to change depending on the ground conditions

Notice: Quoted prices will be valid for 30 days from date created.

Terms: Net 30 days upon completion of project.

THANK YOU FOR YOUR BUSINESS!



Bid Proposal for Hermantown TGB

CITY OF HERMANTOWN
 Bid Date: 01/18/2023
 Core & Main 2667038

Core & Main
 15800 W 79th St
 Eden Prairie, MN 55344
Phone: 952-937-9666
Fax: 952-937-8065

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	1	M400B2 BASE STATION 200KHZ PCS	EA	28,125.00	28,125.00
30	1	TGB M400 INSTALLATION MATERIAL-COAX,ANTENNA & MISC HARDWARE OMNI CONTRACTING INSTALLATION LABOR & PROJECT MANAGEMENT & TRUCK CHARGE BELL LUMBER-100' WOOD POLE PURCHASED & DELIVERED, UNITED RENTALS (LIFT) A&B WELDING (UNLOAD & INSTALL 100' POLE) ELECTRICAL-CUSTOM CONDUIT- PANEL & DEDICATED CIRCUIT TO THE TGB	EA	77,405.00	77,405.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



CITY COUNCIL MEETING DATE: February 6th, 2023

TO: Mayor & City Council
FROM: Jim Crace, Chief of Police
SUBJECT: Asset Disposal of Police Vehicle

RESOLUTION: 2023-15 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

The Chief of Police recommends that the City dispose of this used police vehicle that has passed its useful life with well over 100,000 miles. This vehicle will be traded in for a new vehicle.

BACKGROUND

The Police Department will purchase a new squad through Northland Chevrolet using the MN State Bid. A trade in quote has been received on the being replaced. Trading the vehicles in helps offset the overall 2022 budget expenditure.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Asset Disposal Form

Resolution No. 2023-15

**RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS
CITY PROPERTY**

WHEREAS, the Chief of Police of the City of Hermantown is seeking authorization to dispose of city surplus equipment; and

WHEREAS, various vehicles are removed from use through sale or trade-in; and

WHEREAS, the Hermantown City Council deems it appropriate to dispose of such surplus equipment; and

WHEREAS, the Hermantown City Council desires to proceed forward with the disposal of the surplus equipment listed as follows:

- A. Asset # 2784 – 2014 Dodge Charger – VIN# 2C3CDXKT3EH279968

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hermantown, Minnesota as follows:

1. The City Administrator and Chief of Police are hereby Authorized and Directed to Proceed to Dispose of Surplus Equipment in the Possession of the City of Hermantown as listed below.
2. All items will be scrapped or discarded by administrative staff in accordance with all applicable laws, rules and regulations.
3. The vehicle has been traded-in. The asset will be removed from inventory.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 6, 2023.

DISPOSITION OR LOSS OF AN CAPITAL OR INVENTORY ASSET

Disposition of a capitalized asset requires City Council approval prior to disposing the asset.

This form should be completed and forwarded to Finance within 2 weeks of the disposition of any capital asset. If this trade in item is included in purchasing a new asset, please note it and complete an acquisition form for that item.

Employees and related parties are prohibited from purchasing or receiving City surplus property.

Asset No: 2784

VIN/Serial #: 2C3CDXKT3EH279968

Description: 2014 Dodge Charger (Squad 11)

Department: Police Department

Date of Change: 01/15/2023

Type of Change: Traded in on purchase of new 2022 Chev Tahoe

Sold (To Whom?): North County Chevrolet **Amount:** \$7,000.00

Transferred: _____ To Dept: _____

Trade In: \$7,000.00

For new asset (describe): 2020 Chev Tahoe (new squad 11)

Destroyed: _____ **How Disposed?** Traded In

Entered on the Fixed Asset System: Yes

Department Head: Jim Crace, Chief of Policy

Finance Dept: Notified 01/30/2023

Insurance notified? Yes **Date of notification:** 01/30/2023

Notes: _____



CITY COUNCIL MEETING DATE: February 6, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Amended Engineering Contract with MSA Professional Services.

RESOLUTION: 2023-16 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve an amendment to the Engineering contract with MSA Professional Services for the Ugstad Road Project.

BACKGROUND

The original contract for engineering services was approved on February 16, 2021 with the anticipated construction in 2022. Due to the delay of the project, the additional scope of services, and the increased number of hours anticipated for construction inspection, MSA Professional Services are requesting an amendment to the contract. The proposed amendment has been reviewed by the Public Works Director and City Engineer. We believe the amendment is reasonable and warranted.

SOURCE OF FUNDS (if applicable)

402-431150-305

ATTACHMENTS

Proposed amendment from MSA

Resolution No. 2023-16

RESOLUTION AUTHORIZING AND DIRECTING MAYOR AND CITY CLERK TO EXECUTE ADDENDUM TO ENGINEERING CONTRACT FOR ROAD IMPROVEMENT DISTRICT NO. 534 (UGSTAD ROAD) WITH MSA PROFESSIONAL SERVICES, INC.

WHEREAS, the City of Hermantown (“City” and “Owner”) entered into an Engineering Contract with MSA Professional Services, INC.(“Contractor”) on the February 16, 2021 for the engineering for Road Improvement District NO. 534 (UGSTAD ROAD) (“Project”); and

WHEREAS, the City of Hermantown and Contractor have identified issues with regard to the engineering of the “Project” and have developed what City and Contractor believes is a mutually acceptable solution to the issues which are set forth in the Addendum; and

WHEREAS, such changes to construction contract are described on Exhibit A, a copy of which is attached hereto; and

WHEREAS, the City Council has given due consideration to such Addendum to Engineering Contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota, that the Mayor and City Clerk are hereby authorized and directed to execute and deliver on behalf of the City of Hermantown, Addendum to Engineering Contract for Road Improvement Project District No. NO. 534 (UGSTAD ROAD)

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted on February 6, 2023.

EXHIBIT A



January 11, 2023

John Mulder – City Administrator
 City of Hermantown
 5105 Maple Grove Rd
 Hermantown, MN 55811

Re: Contract Amendment #3 – Construction Observation & Administration
 SP 202-101-014, SP 202-104-012 Ugstad Rd and Arrowhead Rd Improvements
 MSA Proposal #07994009

Dear Mr. Mulder:

This document outlines the additional cost in construction observation/administration Phase 800 of the original proposal as well as additional services performed by MSA relating to the Ugstad Rd and Arrowhead Rd Improvements project.

Phase 800 – Construction Inspection

The table below indicates the changes/additional scope items that have been added to the project since the original RFP was released in December 2020. These changes reflect additional time for field observation, contract administration, construction staking, and project management required to administer a Federal Aid construction project.

Segment *	Road	Length	Original Scope **	Additional Scope ***
1	Ugstad Rd	3950'	3" Mill and Overlay	400 LF of complete roadway reconstruction, 4,400 LF curb and gutter replacement, 200 LF of Storm Sewer removal and replacement
2	Ugstad Rd	1290'	3" Mill and Overlay	550 LF of complete roadway reconstruction
3	Ugstad Rd	1450'	Reconstruction with added center left turn lane	Reconstruction is near area of contaminated soils at NW corner of Ugstad Rd and Arrowhead Rd. Additional observation hours required by MSA environmental team as required by Project Memorandum
6	Arrowhead Rd	1700'	3" Mill and Overlay – add left turn lane at Hawk Circle	1225 LF of complete roadway reconstruction. 615 LF of storm sewer construction. Project limits increased by 400' to the west.

332 W. Superior Street
 Suite 600
 Duluth, MN 55802

P (218) 722-3915
TF (800) 777-7380
F (218) 722-4548

www.msa-ps.com

- * See corresponding segment map released with Addendum #1 to original RFP on January 8, 2021.
- ** Original scope per Addendum #1 to original RFP released January 8, 2021.
- ** Final Scope of design plans as approved by MnDOT State Aid June, 2022.

Contract Amendment #3 – Construction Observation & Administration
SP 202-101-014, SP 202-104-012 Ugstad Rd and Arrowhead Rd Improvements
MSA Proposal #07994009

The original estimated construction cost of the project was \$2,869,380 per Addendum # 1 to the original RFP, released January 8, 2021. Through design of the project the revised scope items outlined in the table above increased the construction costs to \$4,198,170.00 per the apparent low bid received at the December 8, 2022 bid letting. The additional hours and costs outlined in attachment #2 reflect increase in project scope and magnitude.

Specifically, the hours shown in Task 801 reflect increase in anticipated observation hours from 40 hours a week to 50 hours a week needed to meet the demands of the new scope items listed in the table above. The increase in hours assumes the following:

- Estimated 22 week construction schedule per original RFP.
- 50 hours a week of observation time for one (1) staff member from MSA.
 - Typically this equates to five, ten hour work days.
 - If the contractor elects to work greater than 10 hours a day or weekends and the City would like staff from MSA to be present during this time, additional observation hours would need to be added to the contract.
- The project's contractor has one crew on site working and one staff member from MSA will be on site to observe construction.
 - If the contractor elects to have multiple crews on site, additional observation hours would need to be added to the contract.

Additionally, bill rates have been adjusted to reflect increases in wages and position adjustments since MSA's original response to the RFP in January 2021. This equated to a 5% increase in wages per year for two years.

Original Estimated Cost	= \$89,439.00
Revised Estimated Cost	= \$145,224.05
<u>Additional Estimated Cost</u>	<u>= \$55,785.05</u>

Phase 900 – Additional Services

The below tasks were performed by MSA at the request of the City that were not in the original scope of services and considered additional services.

- Review and update of project specifications and special provisions for December 2022 letting. Original anticipated letting was April 2022. Updates to MnDOT's special provision boiler plate language are released multiple times throughout the year, review of these updates is required to ensure latest specification language is used in contract documents.
- City released a new 2022 Standard Specifications for Construction. Review was required to confirm with project special provisions and specifications. Original project specifications were developed using the 2017 City Standard Specification for Construction.

Additional Cost= \$1,500

Total Cost of Amendment #3 = \$57,285.05

Page 3

Contract Amendment #3 – Construction Observation & Administration
SP 202-101-014, SP 202-104-012 Ugstad Rd and Arrowhead Rd Improvements
MSA Proposal #07994009

If you have any questions regarding the information presented here do not hesitate to reach out via phone call or email.

Sincerely,
MSA Professional Services, Inc.

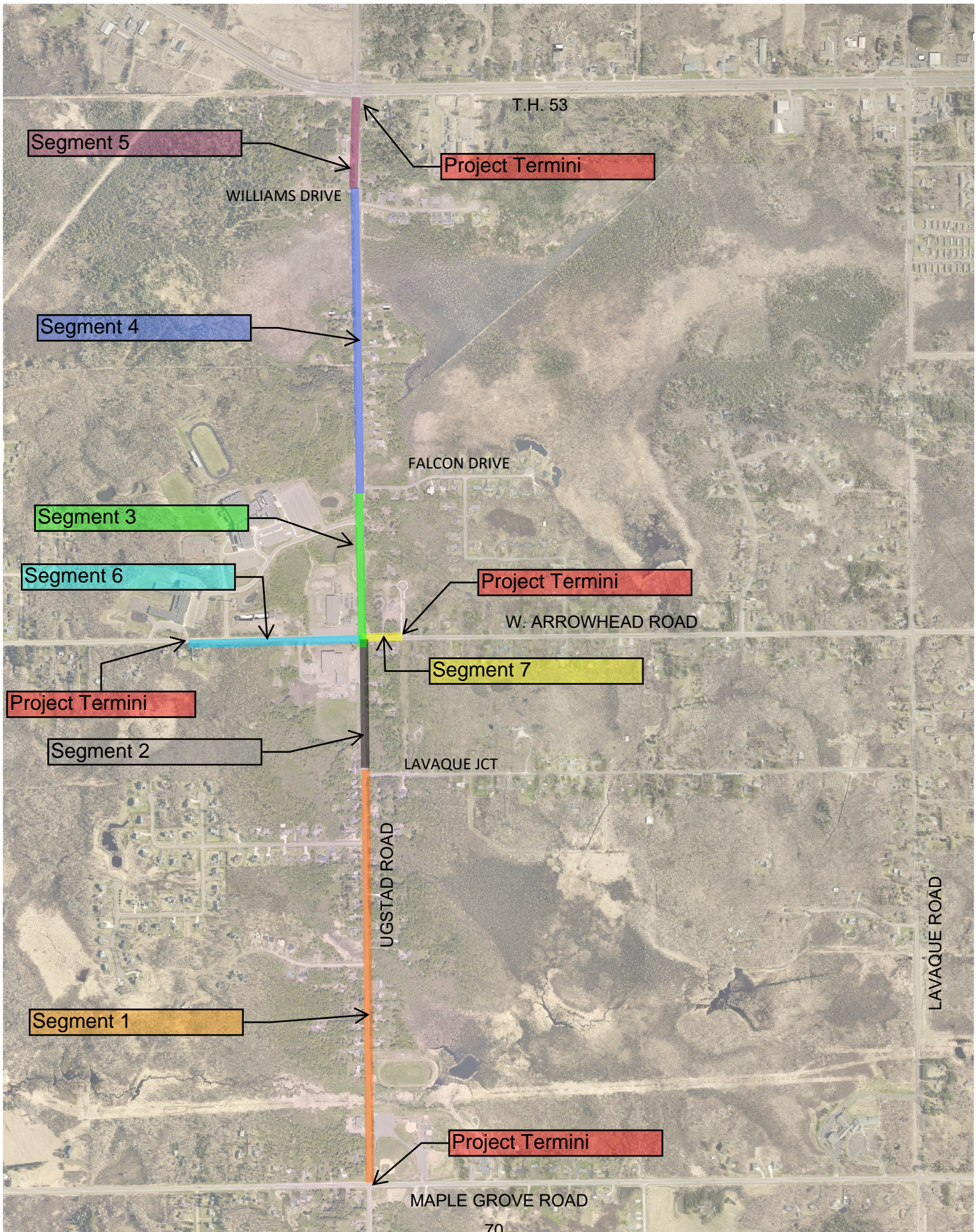
A handwritten signature in blue ink, appearing to read "Sean Spromberg".

Sean Spromberg, P.E.
Senior Team Leader

Attachments:

Attachment #1 - Segment Map

Attachment #2 – Updated Construction Observation/Administration Scope of Services



UGSTAD & ARROWHEAD ROAD -
REHABILITATION AND TURN LANE PROJECT

Municipal State Aid Project - Ugstad Road from Maple Grove Road to Miller Trunk Highway - SP 202-101-014

Phase		Project Manager	Project Engineer	Senior Engineer QA/QC	Engineer	Professional Land Surveyor	Construction Area Supervisor	Engineering Technician	Surveyor	Total Hours	Labor Cost	Direct Expenses	Total Cost
Phase No.	Task / Deliverable	Watters	Wacker	Goodman	Abrams	Schley	Lockett	Rooyakkers	Olson				
(Notes)	Subtasks/Task notes & details	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours	Estimated Hours				
800	Construction Project Management	18	114	2	850	40	260	24	160	1468	\$ 138,342.00	\$ 6,882.05	\$145,224.05
	Construction Observation <i>Assumed 22 week construction season at 50 hours per week.</i>	801	24		850		250			1124	\$105,058.00	\$1,152.80	\$106,210.80
	Construction Contract Management <i>Process change orders, review submittals, manage materials testing sub</i>	802	24				10			38	\$4,418.00	\$0.00	\$4,418.00
	Preconstruction Meeting <i>Prepare for and attend preconstruction meeting</i>	803	4	2						14	\$1,918.00	\$229.25	\$2,147.25
	State & Federal Aid Compliance Documents & Reporting <i>Certified payroll review/tracking, materials certification reviews,</i>	804	24							26	\$3,098.00	\$0.00	\$3,098.00
	Construction Staking <i>Storm sewer, roadway, control, ADA</i>	805	24			40			160	226	\$19,858.00	\$5,500.00	\$25,358.00
	Project Close Out, As-built drawings <i>Punchlist, acceptance review, record drawings, reports, final payments</i>	806	14					24		40	\$3,992.00	\$0.00	\$3,992.00
CONSTRUCTION SERVICES SUBTOTAL		18	114	2	850	40	260	24	160	1468	138342	\$ 6,882.05	\$ 145,224.05



CITY COUNCIL MEETING DATE: February 6, 2023

TO: Mayor & City Council

FROM: John Mulder, City Administrator

SUBJECT: Resolution Approving Participation in Opioid Litigation Settlements

RESOLUTION: 2023-17 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve the City of Hermantown participating in opioid litigation settlements.

BACKGROUND

A second round of opioid settlements have recently been announced by the Minnesota Attorney General's Office. These settlements involve billions of dollars. By being part of the opioid litigation settlements, the City of Hermantown will position itself for future grants and funding that flows from these settlements for local needs like treatment and law enforcement associated with opioid abuse. The City of Hermantown's participation will also help maximize the share of the settlements allocated to Minnesota. Finally, participating in these opioid litigation settlements demonstrates the community's commitment to addressing issues of opioid abuse and addiction.

SOURCE OF FUNDS (if applicable)

N/A

ATTACHMENTS

Resolution
Minnesota Opioids State-Subdivision Memorandum of Agreement

RESOLUTION APPROVING PARTICIPATION IN OPIOID LITIGATION SETTLEMENTS AND AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT TO PROVIDE FOR THE EQUITABLE DISTRIBUTION OF SETTLEMENT PROCEEDS

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

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

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

WHEREAS, the proposed MOA is attached hereto as Exhibit A; and

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

WHEREAS, the City Council believes that it is in the best interests of the City of Hermantown and its residents to participate in the national opioid litigation settlements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hermantown, Minnesota as follows:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Hermantown.
2. The City of Hermantown supports and opts-in to the national opioid litigation settlements.
3. The Memorandum of Agreement between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Hermantown.
4. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Memorandum of Agreement substantially in the form of Exhibit A and any related agreements

and to otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release, on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption

The motion for the adoption was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 6, 2023.

EXHIBIT A

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

I. Definitions

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

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

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

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

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

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

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

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

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

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

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

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

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

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

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

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

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

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

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

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

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

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

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

II. Allocation of Settlement Proceeds

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").¹ Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

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

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

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

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

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

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

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

III. **Special Revenue Fund**

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

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

IV. Opioid Remediation Activities

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
 - 1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
 3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

V. **Reporting and Compliance**

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

VI. **Backstop Fund**

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By

order³ dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

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

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

VII. General Terms

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.⁴ The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
 - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
 - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

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

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

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

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

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

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

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

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

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

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

this ___ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs⁵ or strategies that may include, but are not limited to, those that:⁶

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)⁷ approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

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

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

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

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

PART TWO: PREVENTION

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

M. POST-MORTEM

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

EXHIBIT B

Local Abatement Funds Allocation

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

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

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



CITY COUNCIL MEETING DATE: February 6, 2023

TO: Mayor & City Council

FROM: Eric Johnson, Community Development Director

SUBJECT: Twins Fields for Kids Grant Application

RESOLUTION: 2023-18 **ORDINANCE:** **OTHER:**

REQUESTED ACTION

Approve a grant funding request to Twins Fields for Kids – Ball Field Renovation Grant for funding towards Fichtner Park Improvements.

BACKGROUND

The City’s Park Board has discussed grant opportunities for park improvements the last few years. One reoccurring grant opportunity is the Twins Fields for Kids program which is available through the Minnesota Twins Community Fund. Grants up to \$15,000 are available for renovation of baseball and/or softball fields used primarily for youth.

The grant requires matching funds by the City. Staff has discussed that the matching funds be the City’s proposed Fichtner Park project which has an approved Initiative amount of \$3.9 million dollars. Any funds obtained through this grant would be used specifically towards improvements of the baseball field(s). The City will request \$15,000 for the grant amount.

SOURCE OF FUNDS (if applicable)

Community Recreation Initiative for grant match

ATTACHMENTS

Resolution
Grant Information

Resolution No. 2023-18

RESOLUTION AUTHORIZING THE CITY OF HERMANTOWN TO SPONSOR A GRANT FUNDING REQUEST ASSOCIATED WITH THE TWINS FIELDS FOR KIDS BALL FIELD RENOVATION GRANT

BE IT RESOLVED by the city council of the City of Hermantown, Minnesota, as follows:

WHEREAS, the City of Hermantown has the legal authority to sponsor a grant funding request to The Twins Fields for Kids Ball Field Renovation Grant (GRANTOR), in order to provide funds towards the field improvements at Fichtner Park (PROJECT); and

WHEREAS, the City is fully aware of the information provided in the funding request, including any match and any other long-term commitments as defined in the funding request as submitted; and

WHEREAS, that, if selected for funding by the GRANTOR, the City shall act as a legal Sponsor for the PROJECT and that the Community Development Director is hereby authorized to apply to the GRANTOR for funding of this Project on behalf of the City; and

WHEREAS, that upon approval of its application by the GRANTOR, the City may enter into an agreement with the GRANTOR for the above referenced project, and that the City Certifies that it will comply with all applicable laws and regulations as stated in the grant contract.

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the City of Hermantown.

Councilor _____ introduced the foregoing resolution and moved its adoption.

The motion for the adoption of such resolution was seconded by Councilor _____ and, upon a vote being taken thereon, the following voted in favor thereof:

and the following voted in opposition thereto:

WHEREUPON, such resolution was declared duly passed and adopted February 6, 2023.



Administration

The Twins Fields for Kids program will be administered by the Minnesota Twins Community Fund staff who review all requests, pay matching grants, work closely with grantee organizations to ensure completion of the projects and maintain program records.

Matching Grant Size/Purpose

\$1,000 to \$15,000

Matching grants up to \$15,000 are available for the renovation or construction of baseball and/or softball fields used primarily by youth. Eligible renovation projects include the upgrading of essential field components, such as new sod, infield, fencing and dugouts. Non-essential items, such as lights, bleachers, grandstands, restrooms, batting cages and scoreboards, do not qualify for support. Routine maintenance of fields does not qualify. Communities that have not received a Twins Fields for Kids grant receive higher priority.

Eligibility

The program is open to any independent Upper Midwest or Southwest Florida 501(c)(3) nonprofit organization, school or local government unit that operates youth baseball and/or softball programs.

Any organization operating baseball or softball programs for youth that has secured funds equal to or exceeding the amount of the requested matching grant funds (can include in-kind contributions of materials or labor) may apply for a grant.

Organizations must also be governed by active boards and have sufficient revenue to operate their leagues.

Application Process/Schedule

Applicants must complete the online application and submit other required documents. Final grant determinations will be made by the Twins Community Fund Board of Directors.

Application Deadline: March 1, 2023

[Apply Now](#)

To ask any questions about the Fields for Kids grant program, please contact Wesley Jones at WesleyJones@twins.com. test



Fields for Kids

Program Summary

The Twins Community Fund's Twins Fields for Kids program provides financial support to improve baseball and/or softball facilities for youth in the Upper Midwest and Southwest Florida. The program makes matching grants to nonprofit organizations and local government units that operate baseball and/or softball programs.

The Twins Community Fund and its grant programs are supported in part by Target, US Bank, Treasure Island Resort and Casino, and Nike.

Since its inception in 1999, the program has granted more than \$5.5 million to improve nearly 900 Upper Midwest and Southwest Florida ball fields.

[Chat with Us](#)