



CITY OF HOWARD LAKE

City Council Meeting

*The City of Howard Lake strives to build upon its good neighbor traditions –
A welcoming community for all, supported by vibrant and engaged businesses and community organizations, involved
citizens, and diverse amenities that provide a well-rounded quality of life.*

TENTATIVE AGENDA JANUARY 18, 2022 – 7:00 pm

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA

Any additions, deletions, modifications to the agenda will be done at this time.

D. COUNCIL MEETING MINUTES

- a. Consider Approving Council Meeting Minutes from the December 7th Council Meeting.

E. CITIZEN INPUT

F. COUNCIL/COMMITTEE REPORT

G. DEPARTMENT REPORTS

- a. Howard Lake Municipal Liquor Financials

H. CONSENT AGENDA

- a. Consider Accepting all Reports & Payment of Claims.
- b. Consider Refusing to Waive the Statutory Tort Liability Limit.
- c. Consider 2022 Committee Appointments and Designations.
- d. Consider 2022 Meeting Schedule.
- e. Consider Approving 2022 Fees and Charges Schedule.
- f. Consider Resolution 22-01 Approving 2022 Utility Enterprise Fees & Charges.
- g. Consider Approving Contract for Grinding Services for Compost Site.
- h. Consider Approving Various Personnel Appointments.

I. PRESENTATIONS, PUBLIC HEARINGS & RELATED APPROVALS

J. NEW BUSINESS

- a. Consider Resolution 22-02 Acknowledging Minnesota Department of Education Grant.
- b. Consider Approving Plans & Specs and Authorizing Advertisement of Bids for Library Project.
- c. Consider Ordinance Modifying Street Name in Terning Trails Plat 2.
- d. Consider Resolution Approving Participation in National Opioid Settlement.
- e. Consider Closed Session Pursuant to MS13.D05 to Complete Annual Performance Evaluation of City Administrator.

K. OLD BUSINESS

L. ADMINISTRATOR'S REPORT

M. ADJOURN

The City Council will adjourn to a Workshop following the regular meeting.



CITY OF HOWARD LAKE

Nicholas A. Haggenmiller, City Administrator

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349

Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

HOWARD LAKE CITY COUNCIL

Howard Lake City Hall -

December 7, 2021

MEETING MINUTES

COUNCIL PRESENT

Mayor Zimmerman

Tom Kutz

Allan Munson

Gene Gilbert

Jason Deiter

COUNCIL ABSENT

N/A

STAFF PRESENT

Nick Haggenmiller, City Administrator

Meagan Theisen, Assistant City Administrator

ALSO PRESENT

Jason Swanson, Howard Lake Wine & Spirits Consultant

Herald Journal

CALL TO ORDER

Mayor Zimmerman called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

APPROVAL OF AGENDA

Haggenmiller noted the additions of meeting minutes for November 16th, the Fire Relief Pension Contribution Resolution, and Maintenance Agreement with Wright County.

Mayor Zimmerman also added the discussion of Council Meeting dates for 2022.

Council Member Kutz moved to approve the agenda with additions. The motion was seconded by Council Member Deiter and passed unanimously.

APPROVAL OF MINUTES

The minutes of the November 16th Regular Meeting and the November 23rd special meeting were reviewed by Council.

Council Member Kutz moved to approve the minutes. The motion was seconded by Council Member Munson and passed unanimously.

CITIZEN INPUT

No residents addressed the Council.

COUNCIL/COMMITTEE REPORT

N/A

DEPARTMENT REPORTS

Receive and file the Howard Lake Municipal Liquor and South Shore Event Center Financials.

CONSENT AGENDA

a. CONSIDER ACCEPTING ALL REPORTS AND PAYMENT OF CLAIMS

GENERAL FUND	58660-58737	\$189,171.17
PAYROLL	26992-27003, 501735-501764	\$56,101.81
ELECTRONIC	1079-1090	\$54,200.80
TOTAL		\$299,473.78

AMBULANCE CLAIMS	5803	\$166.11
ELECTRONIC		
TOTAL		\$166.11

b. Consider Approving Various 2022 Business Licenses

c. Consider Various Personnel Appointments.

Council Member Deiter moved to approve the Consent Agenda. The motion was seconded by Council Member Kutz and passed unanimously.

PUBLIC HEARING/PRESENTATION

Mayor Zimmerman closed the Regular Council Meeting at 7:03 pm

Mayor Zimmerman opened the Howard Lake Wine & Spirits – Liquor Continuation Public Hearing at 7:03 pm.

a. Howard Lake Wine & Spirits – Liquor Continuation Hearing

Jason Swanson, Howard Lake Wine & Spirits Consultant, gave a presentation reviewing current liquor store operations.

Mayor Zimmerman closed the Public Hearing at 7:16 pm.

Mayor Zimmerman reopened the Regular Council Meeting at 7:16 pm.

NEW BUSINESS

a. Consider Approving US Highway 12 Access Closures.

Haggenmiller reviewed the staff report, highlighting various access closures along HWY 12.

Council Member Kutz motioned to approve the closure of the entrances presented and to agree to turn back the provision for the trail. The motion was seconded by Council Member Gilbert. Council Member Munson abstained. The motion passed.

- b. **Consider Resolution 21-26 Increasing the Howard Lake Fireman's Relief Association Benefit**
Haggenmiller presented the staff report and the Resolution.

Council Member Gilbert moved to approve Resolution 21-26 to Increase the Howard Lake Fireman's Relief Association Benefit. The motion was seconded by Council Member Munson and passed unanimously.

- c. **Consider Maintenance Agreement with Wright County.**

Haggenmiller presented the staff report highlighting what areas the City vs. County are responsible for. Wright County is requesting the City help clear the county roads located within Howard Lake and will be compensated \$6,850.02.

Council Member Deiter moved to approve the agreement with Wright County. The motion was seconded by Council Member Gilbert and passed unanimously.

- d. **Consider Various Approvals for Fiscal Year 2022 Budget & Levy**

Haggenmiller presented the staff report, highlighting the expenditure adjustment summary, the revenue adjustment summary, and the tax capacity and estimated market value.

Council Member Kutz moved to approve Resolution 21-24 adopting proposed property tax levy, collectible in 2021. The motion was seconded by Council Member Deiter and passed unanimously

Council Member Gilbert moved to approve Resolution 21-25 Adopting Proposed Debt Service Levy,

Collectible in 2022. The motion was seconded by Council Member Munson and passed unanimously.

Council Member Kutz moved to approve the General Fund Budget for 2022. The motion was seconded by Council Member Deiter and passed unanimously.

- e. **2022 Council Meeting Date Discussion**

Council discussed moving the official Council Meeting day to the 3rd Monday of each month.

Council Member Kutz moved to approve changing the Council Meeting to the 3rd Monday of each month. The motion was seconded by Council Member Gilbert and passed unanimously.

OLD BUSINESS

None.

ADMINISTRATORS REPORT

None.

ADJOURN

Council Member Deiter moved to adjourn the meeting at 7:54 pm. The motion was seconded by Council Member Kutz and passed unanimously.

Attest – City Administrator/Clerk

Mayor

Howard Lake Wine & Spirits

Profit & Loss Statement

for the period 12/1/2021 to 12/31/2021

SALES	Mnthly Amnt	YTD Amount	Budget	% of Budget	2020 Mnthly Amt	2020 YTD Amt	+/- Pr Yr
Liquor	\$ 35,519	\$ 344,716	\$ 397,000	87%	\$ 37,984	\$ 360,766	\$ (16,051)
Beer	\$ 40,494	\$ 549,601	\$ 675,000	81%	\$ 50,415	\$ 613,216	\$ (63,615)
Wine	\$ 12,245	\$ 92,760	\$ 102,000	91%	\$ 12,507	\$ 102,412	\$ (9,652)
Discounts	\$ (1,018)	\$ (14,944)	\$ (18,000)	83%	\$ (1,484)	\$ (16,276)	\$ 1,332
Misc(Pop/Mixes/Tobaco)	\$ 1,521	\$ 18,410	\$ 33,600	55%	\$ 1,853	\$ 25,877	\$ (7,467)
Non Tax	\$ 590	\$ 11,184	\$ 14,400	78%	\$ 809	\$ 17,406	\$ (6,222)
Loyalty Program	\$ (14)	\$ (272)	\$ (3,000)	9%	\$ (402)	\$ (15,142)	\$ 14,870
On Sale Revenue - SSEC	\$ 134	\$ 12,017			\$ -	\$ 1,001	
Other Revenue	\$ 14	\$ 230			\$ 23	\$ 190	
TOTAL SALES	\$ 89,484	\$ 1,013,702	\$ 1,201,000	84%	\$ 101,706	\$ 1,089,451	\$ (86,804)
COST OF SALES							
Liquor	\$ 25,700	\$ 240,015	\$ 228,000	105%	\$ (14,052)	\$ 207,345	\$ 32,670
Beer	\$ 32,486	\$ 423,484	\$ 532,000	80%	\$ 43,713	\$ 483,279	\$ (59,795)
Wine	\$ 8,408	\$ 61,511	\$ 66,000	93%	\$ (1,638)	\$ 59,929	\$ 1,582
Misc Tax	\$ 1,715	\$ 16,718	\$ 17,500	96%	\$ (173)	\$ 15,589	\$ 1,129
Misc Non Tax	\$ -	\$ 179	\$ 8,500	2%	\$ -	\$ 7,594	\$ (7,416)
Freight	\$ 200	\$ 5,796	\$ 8,000	72%	\$ 250	\$ 7,241	\$ (1,444)
TOTAL COST OF SALES	\$ 68,509	\$ 747,704	\$ 860,000	87%	\$ 28,100	\$ 780,978	\$ (33,274)
GROSS PROFIT	\$ 20,975	\$ 265,998					
EXPENSES							
Wages/Benefits	\$ 19,099	\$ 161,869	\$ 171,825	94%	\$ 11,668	\$ 142,934	\$ 18,935
Consulting	\$ 1,000	\$ 12,000	\$ 12,000	100%	\$ 700	\$ 7,000	\$ 5,000
Training & Seminars	\$ -	\$ 60	\$ 1,000	6%	\$ -	\$ 240	\$ (180)
Travel	\$ 112	\$ 663	\$ 1,000	66%	\$ 116	\$ 954	\$ (291)
Dues & Subscriptions	\$ 20	\$ 840	\$ 1,000	84%	\$ -	\$ 800	\$ 40
Cash Short/Over	\$ 33	\$ 104	\$ -		\$ (27)	\$ 26	\$ 78
Credit Card Expense	\$ 1,316	\$ 18,472	\$ 18,000	103%	\$ 1,407	\$ 17,706	\$ 766
Insurance	\$ -	\$ 9,636	\$ 9,300	104%	\$ -	\$ 7,739	\$ 1,896
Repair & Maintenance	\$ 649	\$ 11,176	\$ 8,000	140%	\$ -	\$ 1,251	\$ 9,925
Computer Supplies/Technology	\$ 1,600	\$ 5,861	\$ 4,500	130%	\$ 1,699	\$ 12,701	\$ (6,841)
Utilities	\$ 1,231	\$ 12,021	\$ 12,000	100%	\$ 689	\$ 8,280	\$ 3,741
Advertising	\$ 81	\$ 2,480	\$ 2,500	99%	\$ 79	\$ 2,118	\$ 363
Misc	\$ 464	\$ 3,793	\$ 5,000	76%	\$ 963	\$ 13,701	\$ (9,908)
Depreciation	\$ 625	\$ 7,500	\$ 7,500	100%	\$ 625	\$ 7,500	\$ -
TOTAL EXPENSES	\$ 26,230	\$ 246,475	\$ 253,625	97%	\$ 17,919	\$ 222,951	\$ 23,524
PROFIT/(LOSS)	\$ (5,255)	\$ 19,523			\$ 55,686	\$ 85,522	

South Shore Event Center

Profit & Loss Statement

for the period 12/1/2021 to 12/31/2021

SALES

	Mnthly Amnt	YTD Amount	Budget	% of Budget
Rental	\$ 200	\$ 9,520		
Security	\$ -	\$ 1,876		
Staff - On Sale	\$ 50	\$ 1,960		
Miscellaneous On Sale	\$ 37	\$ 894		
Liquor/Beer/Wine On Sale	\$ 47	\$ 8,969		
TOTAL SALES	\$ 334	\$ 23,218	\$ -	

EXPENSES

Wages	\$ 36	\$ 3,489		
Equipment	\$ 640	\$ 2,502		
Insurance	\$ -	\$ -		
Repair & Maintenance	\$ 504	\$ 2,844		
Computer Supplies/Technology	\$ -	\$ -		
Utilities	\$ 72	\$ 888		
Advertising	\$ -	\$ 2,023		
Misc	\$ 707	\$ 8,815		
TOTAL EXPENSES	\$ 1,960	\$ 20,560	\$ -	

PROFIT/(LOSS)

\$ (1,626)	\$ 2,659
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	Month	Year to Date
Weekday Event	2	18
Weekend Event (Single Day)	5	22
Whole Weekend	0	6
	7	46

CITY OF HOWARD LAKE
CLAIMS & DONATIONS APPROVED
DATE - January 18, 2022

GENERAL FUND	CHECKS: 58738 – 58903	\$873,771.30
PAYROLL	27004-27036, 501765 – 501867	117,018.86
ELECTRONIC	1091-1120	<u>85,171.01</u>
TOTAL		\$1,075,961.17

AMBULANCE CLAIMS	CHECKS: 5804-5818	\$50,145.24
ELECTRONIC	17-21	113.34
TOTAL		\$50,258.58

CITY OF HOWARD LAKE

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Checks 12/03/2021-01/18/2022

Name	Check Date	Check Amt	
1010 CITIZEN ALLIANCE			
1091e	MN DEPT OF REVENUE	12/6/2021	\$1,475.00 UB Sales Tax November
1092e	MN DEPT OF REVENUE	12/6/2021	\$7,112.00 HLWS Sales Tax November
1093e	INTERNAL REVENUE SERVICE	12/16/2021	\$10,074.69
1094e	MN DEPT OF REVENUE	12/16/2021	\$1,599.35
1095e	PERA	12/16/2021	\$6,305.43
1096e	FURTHER	12/16/2021	\$462.53
1097e	PSN	12/21/2021	\$786.28
1098e	CITY OF BUFFALO	12/21/2021	\$60.00 ACCT# 26-022950-00
1099e	CITIZENS ALLIANCE BANK	12/21/2021	\$30.00 ACH Origination Fee
1100e	HOWARD LAKE POSTMASTER	12/22/2021	\$39.40
1101e	CUSTOMERS	12/22/2021	\$21.00 Petty Cash Adjustment
1102e	INTERNAL REVENUE SERVICE	12/29/2021	\$7,275.81
1103e	MN DEPT OF REVENUE	12/29/2021	\$1,390.98
1104e	PERA	12/29/2021	\$3,858.46
1105e	MN DEPT OF REVENUE	1/6/2022	\$1,474.00 UB Sales Tax Dec 2021
1106e	MN DEPT OF REVENUE	1/6/2022	\$8,704.00 HLWS Sales Tax Dece 2021
1107e	PERA	1/6/2022	\$2,477.93
1108e	HEARTLAND PYMT SERVICES	1/11/2022	\$1,150.94
1109e	AUTHNET GATEWAY BILLING	1/11/2022	\$25.00
1110e	LS WEEKEND CASH	1/11/2022	\$2,500.00
1111e	PSN	1/11/2022	\$921.73
1112e	CITY OF BUFFALO	1/11/2022	\$60.00 ACCT# 26-022950-00
1113e	CUSTOMERS	1/11/2022	\$195.12 cancelled check Kamann
1114e	MN DEPT OF LABOR AND INDUS	1/11/2022	\$11,274.56 2018 Blding Permit Surcharge
1115e	CITIZENS ALLIANCE BANK	1/11/2022	\$30.00 ACH Origination Fee
1116e	RADIANT SYSTEMS	1/11/2022	\$139.88
1117e	INTERNAL REVENUE SERVICE	1/12/2022	\$7,800.46
1118e	MN DEPT OF REVENUE	1/12/2022	\$1,354.20
1119e	PERA	1/12/2022	\$6,109.73
1120e	FURTHER	1/12/2022	\$462.53
27004	GOEPFERT, THOMAS	12/3/2021	\$728.69
27005	BONNICK, STEVEN	12/3/2021	\$611.23
27006	DEBNER, APRIL	12/17/2021	\$115.44
27007	DEITER, JASON	12/17/2021	\$2,192.54
27008	KLEVE, VERN	12/17/2021	\$69.26
27009	KUTZ, TOM	12/17/2021	\$1,830.16
27010	SCHMIDT, JEAN	12/17/2021	\$137.70
27011	ZIMMERMAN, PETER A	12/17/2021	\$2,329.63
27012	GOEPFERT, THOMAS	12/17/2021	\$592.85
27013	BOBROWSKE, KURT	12/17/2021	\$343.21
27014	DIERS, CHRISTOPHER	12/17/2021	\$66.50
27015	DRUSCH, JACOB D	12/17/2021	\$365.63
27016	DRUSCH, JOEY	12/17/2021	\$111.75
27017	MAGES, ALEX	12/17/2021	\$414.14
27018	PETERSON, JEREMY	12/17/2021	\$22.16
27019	SHEROD, JOSEPH L.	12/17/2021	\$158.85
27020	STOLL, ERIC	12/17/2021	\$215.56
27021	WIECH, KYLE	12/17/2021	\$288.63
27022	MILLER, EDWARD M	12/17/2021	\$143.38
27023	BONNICK, STEVEN	12/17/2021	\$242.54
27024	GOEPFERT, THOMAS	12/31/2021	\$622.56
27025	MILLER, EDWARD M	12/31/2021	\$210.24
27026	GOEPFERT, THOMAS	1/14/2022	\$495.32
27027	BOBROWSKE, KURT	1/14/2022	\$207.79

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Checks 12/03/2021-01/18/2022

	Name	Check Date	Check Amt	
27028	DRUSCH, JACOB D	1/14/2022	\$409.96	
27029	DRUSCH, JOEY	1/14/2022	\$69.26	
27030	MAGES, ALEX	1/14/2022	\$236.71	
27031	PETERSON, JEREMY	1/14/2022	\$46.17	
27032	SHEROD, JOSEPH L.	1/14/2022	\$46.17	
27033	STOLL, ERIC	1/14/2022	\$263.78	
27034	WIECH, KYLE	1/14/2022	\$198.21	
27035	MILLER, EDWARD M	1/14/2022	\$229.51	
27036	BONNICK, STEVEN	1/14/2022	\$224.83	
58738	WALMART	12/7/2021	\$2,000.00	Shop with a Cop
58739	DEBRA MCALPINE	12/7/2021	\$65.00	Laundry, etc - December
58740	BARCO PRODUCTS	12/9/2021	\$10,314.36	
58741	BERNTEC INC.	12/9/2021	\$5,776.45	
58742	BOLTON & MENK, INC	12/9/2021	\$9,348.00	
58743	CARLSONSV CPAS & ADVISORS	12/9/2021	\$150.00	
58744	CENTERPOINT ENERGY	12/9/2021	\$122.46	
58745	CINTAS	12/9/2021	\$1,153.55	
58746	DAILEY DATA & ASSOCIATES, IN	12/9/2021	\$1,600.00	Annual service renewal
58747	DAKOTA SUPPLY GROUP	12/9/2021	\$7,052.65	
58748	DAVID DROWN ASSOCIATES	12/9/2021	\$5,700.00	TIF#21 Tax Increment Financing
58749	FINKEN WATER CENTERS	12/9/2021	\$5.00	
58750	FORSMAN FARMS	12/9/2021	\$125,851.75	2nd Half Pay 2021
58751	FURTHER	12/9/2021	\$2.40	
58752	GALLS INC	12/9/2021	\$401.78	
58753	HL PIT STOP	12/9/2021	\$1,721.67	
58754	HOLT MOTORS INC.	12/9/2021	\$2,840.13	
58755	HOWARD LAKE FOODS	12/9/2021	\$173.14	
58756	JOHNSON CONTROLS FIRE	12/9/2021	\$1,250.45	
58757	LEAGUE OF MINN CITIES	12/9/2021	\$2,443.00	2021 Membership Dues
58758	DEBRA MCALPINE	12/9/2021	\$9.65	Reimbursement
58759	METRO WEST INSPECTION SER	12/9/2021	\$1,471.94	
58760	MIDWEST MACHINERY CO	12/9/2021	\$13.96	
58761	MN VALLEY TESTING LAB	12/9/2021	\$48.00	
58762	MUMFORD SANITATION	12/9/2021	\$3,976.46	
58763	NAPA AUTO PARTS COKATO	12/9/2021	\$49.06	
58764	NELSON ELECTRIC MOTOR REP	12/9/2021	\$1,716.26	
58765	POPE DOUGLAS SOLID WASTE	12/9/2021	\$269.10	
58766	STREICHER'S	12/9/2021	\$69.00	
58767	JASON SWANSON	12/9/2021	\$1,000.00	
58768	TK ELEVATOR	12/9/2021	\$504.00	
58769	US BANK	12/9/2021	\$500.00	Annual Administrative Fee
58770	WASTEWATER COMMISSION	12/9/2021	\$82,646.38	Forsmans September
58771	WEX BANK	12/9/2021	\$213.42	
58772	WRIGHT COUNTY JOURNAL PR	12/9/2021	\$81.19	
58773	XCEL ENERGY	12/9/2021	\$7,001.74	
58774	ASHWILL COMPANIES	12/15/2021	\$27,935.00	
58775	DEPARTMENT OF PUBLIC SAFE	12/15/2021	\$20.00	HLWS Buyers Card
58776	FLOOR VALUE	12/20/2021	\$2,249.74	
58777	ARCTIC GLACIER ICE, INC	12/20/2021	\$87.30	
58778	BREAKTHRU BEVERAGE	12/20/2021	\$165.67	Credit
58779	C & L DISTRIBUTING	12/20/2021	\$408.70	Beer
58780	CAPITOL BEVERAGE SALES	12/20/2021	\$4,112.00	Credit
58781	DAHLHEIMER BEVERAGE, LLC	12/20/2021	\$749.55	
58782	JOHNSON BROTHERS LIQUOR C	12/20/2021	\$1,855.49	
58783	LOCHER BROS, INC	12/20/2021	\$3,226.60	

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Checks 12/03/2021-01/18/2022

	Name	Check Date	Check Amt	
58784	MILLNER HERITAGE	12/20/2021	\$218.40	
58785	PAUSTIS WINE COMPANY	12/20/2021	\$386.00	
58786	PHILLIPS WINE & SPIRITS	12/20/2021	\$1,542.74	
58787	SOUTHERN GLAZER WINE & SPI	12/20/2021	\$884.55	
58788	WINE MERCHANTS	12/20/2021	\$483.95	
58789	ACTIVE 911 INC	12/22/2021	\$338.00	
58790	AMERICAN SOLUTIONS FOR BU	12/22/2021	\$71.37	2021 Tax Forms
58791	BOARMAN KROOS VOGEL GRO	12/22/2021	\$38,382.37	
58792	C & C EMBROIDERY	12/22/2021	\$88.00	
58793	CENTERPOINT ENERGY	12/22/2021	\$1,557.80	
58794	COURI, & RUPPE, P.L.L.P.	12/22/2021	\$508.75	
58795	ESS BROTHERS & SONS, INC	12/22/2021	\$133.10	
58796	FARM-RITE EQUIPMENT, INC	12/22/2021	\$104.03	
58797	GALLS INC	12/22/2021	\$130.81	
58798	GRANITE ELECTRONICS	12/22/2021	\$69.00	
58799	HALVORSON LEGAL	12/22/2021	\$2,157.60	
58800	HEIMAN FIRE EQUIPMENT, INC	12/22/2021	\$75.35	
58801	HICKMAN EXCAVATING, INC	12/22/2021	\$2,150.00	
58802	JOE'S SPORT SHOP	12/22/2021	\$2,075.85	
58803	JOHNSON, JACOB	12/22/2021	\$54.06	Reimbursement - Gas
58804	KLEIN HEATING & COOLING	12/22/2021	\$220.00	
58805	MYRA LAWAY	12/22/2021	\$27.00	Reimbursement
58806	MARCO	12/22/2021	\$314.71	
58807	DEBRA MCALPINE	12/22/2021	\$63.28	Delivery Reimbursement Sept - Nov
58808	MEDIACOM LLC	12/22/2021	\$266.17	
58809	MIDWEST MACHINERY CO	12/22/2021	\$7,179.07	
58810	MN PEIP	12/22/2021	\$15,184.38	
58811	MN VALLEY TESTING LAB	12/22/2021	\$43.00	
58812	NORTHWEST ASSOC CONSULT	12/22/2021	\$165.00	
58813	PAUMEN COMPUTER SERVICES	12/22/2021	\$1,259.22	
58814	PLUNKETT'S PEST CONTROL	12/22/2021	\$141.38	
58815	PRECISION WELDING LLC	12/22/2021	\$225.00	
58816	RUSSELL SECURITY RESOURC	12/22/2021	\$1,230.00	
58817	SPRINT	12/22/2021	\$308.00	
58818	TAFT STETTINIUS &	12/22/2021	\$3,500.00	TIF DISTRICT #1-21 (HOUSING)
58819	USA BLUEBOOK	12/22/2021	\$452.83	
58820	VERIZON CONNECT NWF, INC	12/22/2021	\$97.14	
58821	WRIGHT COUNTY FINANCE &	12/22/2021	\$179.41	2022 TRUTH IN TAXATION
58822	WRIGHT HENNEPIN ELECTRIC	12/22/2021	\$925.00	
58823	HOWARD LAKE POSTMASTER	12/22/2021	\$327.60	UB December 2021
58824	AIR-PRO HEATING & COOLING L	12/31/2021	\$364.59	
58825	AV DESIGN	12/31/2021	\$450.00	Training
58826	BELLBOY CORPORATION	12/31/2021	\$290.85	
58827	BREAKTHRU BEVERAGE	12/31/2021	\$165.43	
58828	C & C EMBROIDERY	12/31/2021	\$231.80	
58829	CAPITOL BEVERAGE SALES	12/31/2021	\$6,560.45	
58830	CARLOS CREEK WINERY	12/31/2021	\$324.00	
58831	DAHLHEIMER BEVERAGE, LLC	12/31/2021	\$6,483.70	
58832	DAKOTA SUPPLY GROUP	12/31/2021	\$8,361.45	
58833	EARTHLINK INC	12/31/2021	\$12.95	
58834	H&L MESABI	12/31/2021	\$388.60	
58835	HAWKINS, INC	12/31/2021	\$2,111.33	
58836	JOHNSON BROTHERS LIQUOR C	12/31/2021	\$2,366.20	
58837	LOCHER BROS, INC	12/31/2021	\$5,582.60	
58838	MAXIMIZED HABITAT LLC	12/31/2021	\$625.00	

CITY OF HOWARD LAKE

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	Name	Check Date	Check Amt	
58839	MIDWEST MACHINERY CO	12/31/2021	\$180.55	
58840	MUMFORD SANITATION	12/31/2021	\$11,262.65	COMPOST LEASE - December
58841	536600-NCPERS GROUP LIFE IN	12/31/2021	\$32.00	
58842	NELSON ELECTRIC MOTOR REP	12/31/2021	\$997.50	
58843	NORTHLAND TRUST SERVICES,	12/31/2021	\$301,395.00	Principal 2014A Bond
58844	PETERSEN, WILLIAM	12/31/2021	\$16.41	Utilities Overpayment 904 6th Ave
58845	PHILLIPS WINE & SPIRITS	12/31/2021	\$2,429.96	
58846	PRECISION WELDING LLC	12/31/2021	\$120.00	
58847	PREMIUM WATERS, INC	12/31/2021	\$96.36	
58848	SHIN, IKUYO	12/31/2021	\$15.02	Utilities Overpayment - 413 12th Street
58849	SOUTHERN GLAZER WINE & SPI	12/31/2021	\$325.10	
58850	JULEE TAYLOR	12/31/2021	\$28.70	Utilities Overpayment - 600 9th Street
58851	UECKER, JASON	12/31/2021	\$137.97	Utilities Overpayment - 1324 7th Ave
58852	VERIZON	12/31/2021	\$80.02	
58853	VISA	12/31/2021	\$3,976.37	
58854	HOWARD LAKE FIRE RELIEF AS	1/11/2022	\$2,000.00	Firefighters SBR Reimbursement
58855	KEITH BOBROWSKE	1/12/2022	\$65.00	January Cell Phone Allowance
58856	BOLTON & MENK, INC	1/12/2022	\$12,574.00	
58857	BREAKTHRU BEVERAGE	1/12/2022	\$127.56	
58858	BUREAU OF CRIM APPREHENS	1/12/2022	\$150.00	
58859	C & C EMBROIDERY	1/12/2022	\$714.00	
58860	CAPITOL BEVERAGE SALES	1/12/2022	\$8,729.35	
58861	CENTERPOINT ENERGY	1/12/2022	\$269.47	
58862	CENTRAL FIRE PROTECTION, IN	1/12/2022	\$309.05	
58863	CENTURYLINK	1/12/2022	\$405.60	
58864	CINTAS	1/12/2022	\$926.92	
58865	DRUSCH PLUMBING AND HEATI	1/12/2022	\$13,400.00	
58866	FARM-RITE EQUIPMENT, INC	1/12/2022	\$257.46	
58867	FINKEN WATER CENTERS	1/12/2022	\$25.70	
58868	GOPHER STATE ONE-CALL, INC	1/12/2022	\$16.20	
58869	H&L MESABI	1/12/2022	\$267.00	
58870	NICK HAGGENMILLER	1/12/2022	\$365.00	CELL PHONE - January 2022
58871	HAWKINS, INC	1/12/2022	\$5.00	
58872	HERC-U-LIFT	1/12/2022	\$557.34	
58873	HL PIT STOP	1/12/2022	\$354.18	
58874	HOWARD LAKE FOODS	1/12/2022	\$257.21	
58875	IAPE	1/12/2022	\$65.00	
58876	JOE'S SPORT SHOP	1/12/2022	\$1,799.41	
58877	JOHNSON BROTHERS LIQUOR C	1/12/2022	\$2,705.73	
58878	MYRA LAWAY	1/12/2022	\$65.00	CELL PHONE - January 2022
58879	LDF	1/12/2022	\$1,064.00	2022 Legal Defence Fund
58880	AMANDA LOEBERTMANN	1/12/2022	\$38.66	Reimbursement
58881	CRAIG LOEBERTMANN	1/12/2022	\$250.00	2022 Civil Defense Director
58882	MARCO TECHNOLOGIES LLC	1/12/2022	\$452.88	
58883	DEBRA MCALPINE	1/12/2022	\$65.00	Laundry allowance - January 2022
58884	MEDIACOM LLC	1/12/2022	\$218.17	
58885	JARED MERGES	1/12/2022	\$91.95	Water Samples - Reimbursement Postage
58886	METRO WEST INSPECTION SER	1/12/2022	\$1,423.77	
58887	MIDWEST MACHINERY CO	1/12/2022	\$5.18	
58888	MN PEIP	1/12/2022	\$15,184.38	
58889	MN PUBLIC FACILITIES AUTHOR	1/12/2022	\$25,392.84	2011 BOND (Water)
58890	MN VALLEY TESTING LAB	1/12/2022	\$48.00	
58891	MPPOA	1/12/2022	\$400.00	2022 MPPOA Membership (8 members)
58892	NAPA AUTO PARTS COKATO	1/12/2022	\$35.49	
58893	OFFICE DEPOT	1/12/2022	\$82.12	

CITY OF HOWARD LAKE

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	Name	Check Date	Check Amt	
58894	PHILLIPS WINE & SPIRITS	1/12/2022	\$8,416.18	
58895	PLUNKETT'S PEST CONTROL	1/12/2022	\$201.27	
58896	CLAYTON PRESTIDGE	1/12/2022	\$65.00	CELL PHONE - January 2022
58897	JASON SWANSON	1/12/2022	\$1,000.00	
58898	THEISEN, MEAGAN	1/12/2022	\$215.00	CELL - January 2022
58899	T-MOBILE	1/12/2022	\$545.85	
58900	WASTEWATER COMMISSION	1/12/2022	\$7,000.00	231 Terning Way
58901	WEX BANK	1/12/2022	\$395.71	
58902	XCEL ENERGY	1/12/2022	\$7,399.57	
58903	ZIEGLER INC	1/12/2022	\$84.62	
501765e	HAGGENMILLER, NICHOLAS A	12/3/2021	\$3,039.01	
501766e	MERGES, JARED M	12/3/2021	\$1,824.04	
501767e	THEISEN, MEAGAN	12/3/2021	\$1,302.48	
501768e	ZANDER, SHARI	12/3/2021	\$1,309.36	
501769e	OTTENSTROER, JAMES D	12/3/2021	\$897.94	
501770e	PRESTIDGE, CLAYTON P	12/3/2021	\$1,529.55	
501771e	STANLEY, BRIDGET	12/3/2021	\$1,084.68	
501772e	GILYARD, JODI	12/3/2021	\$322.41	
501773e	LAWAY, MYRA	12/3/2021	\$1,849.49	
501774e	LINDER, EMILY	12/3/2021	\$299.22	
501775e	MCALPINE, DEBRA-ANN	12/3/2021	\$1,102.94	
501776e	REMER, TANYA M	12/3/2021	\$272.41	
501777e	HAGLIN, SERENA P	12/3/2021	\$265.58	
501778e	JOHNSON, JACOB D	12/3/2021	\$2,230.83	
501779e	PREUSSE, MITCHELL D	12/3/2021	\$761.60	
501780e	STENDER, KOREY D	12/3/2021	\$135.53	
501781e	SZCZEPANIK, DARIUSZ J	12/3/2021	\$1,800.23	
501782e	THOMPSON, DAVID G	12/3/2021	\$2,044.51	
501783e	THOMPSON, KYLE	12/3/2021	\$358.46	
501784e	GILBERT, EMMAGENE	12/17/2021	\$1,941.01	
501785e	HAGGENMILLER, NICHOLAS A	12/17/2021	\$3,039.01	
501786e	MERGES, JARED M	12/17/2021	\$2,119.44	
501787e	MUNSON, ALLAN W.	12/17/2021	\$1,548.49	
501788e	THEISEN, MEAGAN	12/17/2021	\$1,302.48	
501789e	ZANDER, SHARI	12/17/2021	\$1,334.39	
501790e	OTTENSTROER, JAMES D	12/17/2021	\$1,493.74	
501791e	PRESTIDGE, CLAYTON P	12/17/2021	\$1,338.39	
501792e	STANLEY, BRIDGET	12/17/2021	\$1,182.16	
501793e	BERG, TIMOTHY W	12/17/2021	\$252.11	
501794e	BOBROWSKE, KEITH	12/17/2021	\$388.63	
501795e	BRAVINDER, SETH Z	12/17/2021	\$23.09	
501796e	DALBEC, JOSHUA S	12/17/2021	\$387.96	
501797e	KITTOCK, BRIAN	12/17/2021	\$365.63	
501798e	KITTOCK, NICOLE D	12/17/2021	\$426.01	
501799e	LOEBERTMANN, AMANDA G	12/17/2021	\$323.22	
501800e	LOEBERTMANN, CRAIG	12/17/2021	\$66.50	
501801e	PETERSON, DAVID T	12/17/2021	\$240.11	
501802e	STUEVEN, MARK J	12/17/2021	\$90.50	
501803e	YOKIEL, ANDREW J	12/17/2021	\$472.01	
501804e	GILYARD, JODI	12/17/2021	\$227.91	
501805e	LAWAY, MYRA	12/17/2021	\$2,234.80	
501806e	LINDER, EMILY	12/17/2021	\$266.81	
501807e	MCALPINE, DEBRA-ANN	12/17/2021	\$1,102.94	
501808e	OLSON, TINA M	12/17/2021	\$269.53	
501809e	REMER, TANYA M	12/17/2021	\$197.85	

CITY OF HOWARD LAKE

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Checks 12/03/2021-01/18/2022

	Name	Check Date	Check Amt
501810e	HAGLIN, SERENA P	12/17/2021	\$151.18
501811e	JOHNSON, JACOB D	12/17/2021	\$1,652.94
501812e	PREUSSE, MITCHELL D	12/17/2021	\$1,116.36
501813e	SZCZEPANIK, DARIUSZ J	12/17/2021	\$1,968.18
501814e	THOMPSON, DAVID G	12/17/2021	\$2,044.51
501815e	WILLIAMS, HUNTER L	12/17/2021	\$184.24
501816e	HAGGENMILLER, NICHOLAS A	12/31/2021	\$3,252.04
501817e	MERGES, JARED M	12/31/2021	\$2,129.13
501818e	THEISEN, MEAGAN	12/31/2021	\$1,942.91
501819e	ZANDER, SHARI	12/31/2021	\$1,229.26
501820e	OTTENSTROER, JAMES D	12/31/2021	\$1,411.05
501821e	PRESTIDGE, CLAYTON P	12/31/2021	\$1,655.28
501822e	STANLEY, BRIDGET	12/31/2021	\$1,263.05
501823e	GILYARD, JODI	12/31/2021	\$119.89
501824e	LAWAY, MYRA	12/31/2021	\$2,008.30
501825e	LINDER, EMILY	12/31/2021	\$103.22
501826e	MARSCHER, KAITLYN J	12/31/2021	\$249.85
501827e	MCALPINE, DEBRA-ANN	12/31/2021	\$1,126.75
501828e	OLSON, TINA M	12/31/2021	\$217.92
501829e	REMER, TANYA M	12/31/2021	\$63.07
501830e	HAGLIN, SERENA P	12/31/2021	\$156.05
501831e	JOHNSON, JACOB D	12/31/2021	\$1,872.71
501832e	PREUSSE, MITCHELL D	12/31/2021	\$524.00
501833e	STENDER, KOREY D	12/31/2021	\$121.27
501834e	SZCZEPANIK, DARIUSZ J	12/31/2021	\$1,904.32
501835e	THOMPSON, DAVID G	12/31/2021	\$2,078.87
501836e	THOMPSON, KYLE	12/31/2021	\$465.26
501837e	WILLIAMS, HUNTER L	12/31/2021	\$677.02
501838e	HAGGENMILLER, NICHOLAS A	1/14/2022	\$3,131.74
501839e	MERGES, JARED M	1/14/2022	\$1,974.23
501840e	THEISEN, MEAGAN	1/14/2022	\$1,858.42
501841e	ZANDER, SHARI	1/14/2022	\$851.99
501842e	OTTENSTROER, JAMES D	1/14/2022	\$1,751.14
501843e	PRESTIDGE, CLAYTON P	1/14/2022	\$1,469.89
501844e	STANLEY, BRIDGET	1/14/2022	\$1,112.80
501845e	BERG, TIMOTHY W	1/14/2022	\$46.17
501846e	BOBROWSKE, KEITH	1/14/2022	\$377.91
501847e	BRAVINDER, SETH Z	1/14/2022	\$161.61
501848e	DALBEC, JOSHUA S	1/14/2022	\$390.71
501849e	KITTOCK, BRIAN	1/14/2022	\$159.71
501850e	KITTOCK, NICOLE D	1/14/2022	\$290.14
501851e	LOEBERTMANN, AMANDA G	1/14/2022	\$277.05
501852e	PETERSON, DAVID T	1/14/2022	\$392.49
501853e	STUEVEN, MARK J	1/14/2022	\$161.61
501854e	YOKIEL, ANDREW J	1/14/2022	\$486.21
501855e	LAWAY, MYRA	1/14/2022	\$2,679.93
501856e	LINDER, EMILY	1/14/2022	\$244.62
501857e	MARSCHER, KAITLYN J	1/14/2022	\$142.96
501858e	MCALPINE, DEBRA-ANN	1/14/2022	\$1,109.30
501859e	OLSON, TINA M	1/14/2022	\$316.43
501860e	REMER, TANYA M	1/14/2022	\$76.79
501861e	HAGLIN, SERENA P	1/14/2022	\$208.85
501862e	JOHNSON, JACOB D	1/14/2022	\$1,691.46
501863e	PREUSSE, MITCHELL D	1/14/2022	\$1,074.16
501864e	SZCZEPANIK, DARIUSZ J	1/14/2022	\$1,115.41

CITY OF HOWARD LAKE

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Checks 12/03/2021-01/18/2022

	Name	Check Date	Check Amt
501865e	THOMPSON, DAVID G	1/14/2022	\$2,126.10
501866e	THOMPSON, KYLE	1/14/2022	\$154.87
501867e	WILLIAMS, HUNTER L	1/14/2022	\$190.18
		Total Checks	\$1,075,961.17

1012 CAB - AMBULANCE

17e	CUSTOMERS-AMBULANCE	12/28/2021	\$8.95	MERCH Bank Monthly Fee
18e	CUSTOMERS-AMBULANCE	12/28/2021	\$17.32	Gateway Service Fee
19e	CUSTOMERS-AMBULANCE	12/28/2021	\$8.96	MERCH Bank Fee
20e	CUSTOMERS-AMBULANCE	12/28/2021	\$27.18	Gateway Fee
21e	CUSTOMERS-AMBULANCE	12/28/2021	\$50.93	Gateway Fee
5804	CITY OF HOWARD LAKE	12/14/2021	\$34,255.75	Wages - Annual
5805	CENTRAL MCGOWAN, INC	12/20/2021	\$25.77	
5806	CITY OF HOWARD LAKE	12/20/2021	\$4,575.00	Wages
5807	EAC SUBMISSIONS	12/20/2021	\$53.70	
5808	HOWARD LAKE POSTMASTER	12/20/2021	\$174.00	Postage
5809	JOE'S SPORT SHOP	12/20/2021	\$984.02	
5810	RIDGEVIEW MEDICAL CENTER	12/20/2021	\$800.00	
5811	STRYKER SALES, LLC	12/20/2021	\$353.75	
5812	BOUNDTREE MEDICAL	1/12/2022	\$997.91	
5813	CENTRAL MCGOWAN, INC	1/12/2022	\$224.58	
5814	CITY OF HOWARD LAKE	1/12/2022	\$5,200.00	December Wages
5815	GREATER MN COMMUNICATION	1/12/2022	\$280.40	
5816	JOE'S SPORT SHOP	1/12/2022	\$515.33	
5817	KEAVENY PHARMACY	1/12/2022	\$1,310.90	
5818	STRYKER SALES, LLC	1/12/2022	\$394.13	
Total Checks			\$50,258.58	



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider Tort Liability Waiver for League of Minnesota Cities Insurance Trust Policy

SECTION: Consent

FROM: Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator

BACKGROUND: Annually, the council must decide if it wishes to not waive the city's salutatory tort limits for liability coverages.

COMMENTS: By not waiving our statutory tort limits, we are telling LMCIT that any claims where limits of liability apply will be governed by those limits. \$500,000 per person | \$1.5 Million of liability coverage.

FINANCIAL IMPACT: Open

LEGAL: This action is recommended by both legal counsel and insurance representation.

STAFF RECOMMENDATION: As in previous years, it is recommended that the city continues the practice of NOT waiving our statutory tort limits.

ATTACHMENTS:

1. LMC Form

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider 2022 Appointments & Designations

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator
Meagan Theisen, Assistant City Administrator

BACKGROUND: Annually, the City Council review various organizational matters and makes appointments and designations for the year. There should be discussion if there is any interest to reassign individual appointments, establish, eradicate or modify existing council-committees.

2022 Modifications & Discussion Points

The assignment sheet is highlighted with relevant clerical updates to reflect current appointments made throughout the year.

Staff proposes discussion on the following:

Public Access Commission

This group has met once in the past 10 years; more recent updates and changes to this department have been discussed and approved at the council level. Staff sees no value or purpose in formally acknowledging this commission.

Economic Development Authority

The EDA Board consists of the full city council. The EDA will also be the official owner of the library building through a lease/revenue bond. A similar note could be said as the City is in the early stages of expanding or locating additional industrial development land. It may make sense to diversify this board as the responsibilities of the group are expanding.

Housing and Redevelopment Authority

The HRA Board consists of the full city council. We will have two properties that are ripe for redevelopment, the Weege Parcel and the current Library property. A recommendation will be made in the next several months to consider options for these sites. To bring more diversity to the topics and lessen council time burden, expanding membership in this board may make sense.

ALTERNATIVE OPTIONS: Open

FINANCIAL: N/A

LEGAL: N/A

STAFF RECOMMENDATION: Discuss

ATTACHMENTS:

1. Proposed 2022 Assignments

CITY OF HOWARD LAKE

2022 BOARD, COMMISSION, COMMITTEE ASSIGNMENTS

Acting Mayor

P. Zimmerman

2nd ACTING MAYOR

G. Gilbert

ECONOMIC DEVELOPMENT AUTHORITY

Full Council

HOUSING REDEVELOPMENT AUTHORITY

Full Council

PARK & PLANNING COMMISSION

J. Schmidt, V. Kleve, G. Gilbert, J. Deiter, **B. Guenigsman**, A. Debnar, **M. Hibbard**

LIQUOR COMMISSION

T. Kutz, P. Zimmerman

CABLE/PUBLIC ACCESS COMMISSION

M. Marketon, K. Kubasch, T. Kutz

WASTEWATER COMMISSION

P. Zimmerman, J. Deiter

COMMUNITY DEVELOPMENT COMMITTEE

P. Zimmerman, A. Munson

PUBLIC SAFETY COMMITTEE

T. Kutz, J. Deiter

INTERGOVERNMENTAL COMMITTEE

P. Zimmerman, T. Kutz

FINANCE COMMITTEE

G. Gilbert, P. Zimmerman

PERSONNEL COMMITTEE

P. Zimmerman, A. Munson

CITY ADMINISTRATOR/CLERK

N. Haggenmiller

CITY TREASURER

S. Zander

ACTING CITY ADMINISTRATOR

M. Theisen

CITY ATTORNEY

Halverson Legal (Criminal)

Couri & Ruppe (Civil)

Taft (Bond)

CITY ENGINEER

Bolton and Menk Incorporated

CITY PLANNER

Northwest Associated Consultant Planners

PUBLIC FINANCE ADVISOR

David Drown & Associates

BUILDING OFFICIAL

Metro West Inspection Services

HEALTH OFFICER

Ridgeview Medical Center

CIVIL DEFENSE DIRECTOR

Craig Loebertmann

OFFICIAL WEBSITE

www.howard-lake.mn.us

OFFICIAL PUBLIC ACCESS CHANNEL

<https://howardlake.viebit.com/>

OFFICIAL NEWSPAPER

Herald Journal Publishing

OFFICIAL DEPOSITORIES

Citizen's Alliance Bank

Citizen's Alliance Bank of Clara City

4M Fund

RISK MANAGER/LMICT

Jon Kuhlmann, Citizens Alliance Agency

CITY ASSESSOR

Chase Filippi, Wright County



HOWARD LAKE CITY COUNCIL MEETING

January 18, 2022

AGENDA ITEM: Consider 2022 Meeting Schedule

SECTION: Consent

FROM: Nick Haggemiller, City Administrator
Meagan Donahue, Assistant City Administrator

BACKGROUND: Annually, part of the regular organizational matters of the City, council approves the date and time of regularly scheduled council meetings. The attached meeting schedule maintains once per month council meetings to be held the third Monday at 7:00 pm at Howard Lake City Hall. In the event of special circumstances such as holidays, elections etc. adjustments have been made.

The Parks & Planning Commission approved the PPC meeting dates and time at the PPC meeting on February 9, 2022.

DECISION MAKING METRICS:

FINANCIAL: This has no direct financial impact. Council compensation would remain the same on an annual basis regardless of changes made to the meeting schedule.

LEGAL: Council is required to adopt proposed meeting dates. Any special meetings or deviations require special notice to be in compliance with Open Meeting Law.

STRATEGIC PLAN: Sustain and Enhance Community Traditions

STAFF RECOMMENDATION: Approve the 2022 Meeting Dates as presented.

ALTERNATIVE OPTIONS: Open

ATTACHMENTS:

1. Proposed 2022 Meeting Schedule



CITY OF HOWARD LAKE

625 8TH Avenue - PO Box 736 - Howard Lake, MN 55349

Phone: 320-543-3670 | cityadmin@howard-lake.mn.us | www.howard-lake.mn.us

City Council 2022 Regular Meeting Schedule

3rd Monday of Every Month at 7 pm

**Except January, February and December

*January 18, 2022
*February 15, 2022
March 21, 2022
April 18, 2022
May 16, 2022
June 20, 2022
July 18, 2022
August 15, 2022
September 19, 2022
October 17, 2022
November 14, 2022
*December 5, 2022

Parks & Planning Commission 2022 Regular Meeting Schedule

2nd Wednesday of Every Month at 6 pm

February 15, 2022
March 15, 2022
April 19, 2022
May 17, 2022
June 21, 2022
July 19, 2022
August 16, 2022
September 20, 2022
October 18, 2022
November 15, 2022



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider Adopting 2022 Fee Schedule

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: Many of fees and charges are proposed to remain unchanged for 2022. Below is the list of the proposed changes.

FEE	Current	Proposed	Unit
1. Peddler/Solicitor Background Check	NA	\$35	Per Year
2. Peddlers	\$15-\$100	\$50/100	1 Day to 1 Month
3. Administrative Citation	\$25	\$50	1 st Citation
4. Driveway Permit	\$1000		Refund up to \$900
5. Residential Variances	\$75.00/\$500	\$200/\$250	Per Variance
6. Commercial Variances	\$75.00/\$500	\$200/\$250	Per Variance
7. Sewer Inspection Fee	\$30	\$100	Per Home
8. Water Inspection Fee	\$30	\$100	Per Home
9. New Water Meter	\$90	\$250/\$400	Per Unit
10. Utility Ordinance Violation	NA	\$100	Per Month
11. Meter No Read Fee	\$20	\$20	To be Removed
12. Technology Fee	\$2.50	\$2.50	Per Structure
13. Tire Recycling	\$0	\$10.00	Tire w/ Rim
14. City Staff	\$50	\$100	Per Person/Per Hour
15. Small Truck Usage	\$50	\$100	Per Truck/Per Hour
16. Parking – Fire Lane	\$35	\$50	Per Occurrence
17. Parking – Snowbird	\$35	\$50	Per Occurrence
18. Parking – Blocking Fire Hydrant	\$35	\$50	Per Occurrence
19. Parking – Winter 2 AM – 6 AM	\$15	\$50	Per Occurrence
20. Other Parking Violations	\$35	\$50	Per Occurrence

Notes

1. Requiring a background check for every person obtaining a peddler/solicitor permit.
2. Peddler Permits increase to align with other communities.
3. Increased Administrative Citation.
4. Amount stayed the same. Note added that they can be refunded up to \$900.
5. To cover costs associated with the variances.
6. To cover costs associated with the variances.
7. Sewer Inspection fees has not increased in over a decade. Increase to cover staff time.
8. Water Inspection fees has not increased in over a decade. Increase to cover staff time.
9. Fee changed to reflect the price of current water meters.
10. Citation for those who do not comply with the water meter switch out/other utility ordinance.
11. No Meter Reading Fee can be removed from Fee Schedule once all meters have been swapped out.
12. Option to include a technology fee on water bills to assist with paying for Water Meter programs.
13. City Wide Clean Up pricing for tires with rims.
14. Increased fee for use of City Staff time.
15. Increased fee for use of City vehicle/equipment.
- 16-20. Increased Parking Violation tickets.

ALTERNATIVE OPTIONS: Discussion

FINANCIAL: Open.

STAFF RECOMMENDATION: Approve the 2022 Fees and Charges Schedule as presented.

ATTACHMENTS:

1. Proposed 2022 Fee Schedule

City of Howard Lake 2022 Fee Schedule

ADMINISTRATIVE	FEE	DESCRIPTION AND/OR ESCROW
Copies	\$0.25	per page
Video/DVD Copy	\$20.00	
Special Assessment Search	\$25.00	
Police Reports	\$0.25	per page
Special Meetings	\$375.00	each for City Council or P & Z
Send or Receive Faxes- Any Number	\$2.00	
Copy of Zoning Ordinance	\$35.00	.25 per page for text only
Copy of Zoning Map	\$2.00	color
Copy of Land Use Map	\$2.00	color
Copy of Subdivision Ordinance	\$35.00	\$.25 per page for text only
Copy of Comprehensive Plan	\$50.00	\$.25 per page for text only
City Map	\$5.00	color
Adult Use License Fee	\$2,000.00	(See Adult Use Ordinance)
Background Check Fee	\$500.00	(See Adult Use Ordinance)
Dog/Cat License	\$5.00	
Chicken License	\$25.00	Initial License Application
	\$10.00	Annual Renewal
Cigarette (Tobacco) License	\$50.00	
Licensing of Use of Public Property	\$100.00	
Peddlers & Solicitors Background Check	\$35.00	Per Person
Licensing of Peddlers & Solicitors	\$50.00	1 – 14 Days
	\$100.00	1 Month
Data & FOIA Requests	\$0.25	B&W Copies (Per Page)
	\$1.00	Color (per page)
	\$50.00	Staff Time (Per Hour)
Special Vehicle Permit	\$10.00	per vehicle
Administrative Citation	\$50.00	1 st citation
	\$100.00	2 nd & additional citations
H.L. PROPERTY RENTAL	FEE	DESCRIPTION AND/OR ESCROW
Community Room	\$75.00	6 hours or less
	\$150.00	more than 6 hours
Memorial Park or Lions Park Pavilion	\$50.00	6 hours or less
BUILDING INSPECTIONS	FEE	DESCRIPTION AND/OR ESCROW
Single Family Residential Rental Certification	\$100.00	Initial Registration & Initial Inspection
	\$50.00	Renewal (3 years)
Multi-Family Residential Rental Certification	\$100.00	Initial Registration & Initial Inspection + \$10/unit over 4
	\$50.00	Renewal (3 years) + \$10 /unit over 4 units
Commercial/Non Maintenance Residential	FEE	DESCRIPTION AND/OR ESCROW
Plumbing Permit	\$5.00	Per fixture, minimum of \$40
HVAC/General Mechanical	\$61.00	Per Unit
Window Replacement	\$61.00	Flat Fee regardless of number of windows installed
Siding Replacement	\$61.00	
Roofing Permit	\$61.00	
Misc./Unclassified Inspections	\$61.00	
Curb & Gutter Permit	\$60.00	
Driveway Permit	\$1,000.00	Escrow (Up to \$900 Refunded)

BUILDING INSPECTIONS	FEE	DESCRIPTION AND/OR ESCROW
<i>Valuation Based Building Permits</i>		
New Residential Valuation	\$60	Per home/permit
New Commercial Valuation	\$60	Per Structure
New Construction/Additions/Remodels	TBD	1985 UBC Fee Schedule
Sheds (larger than 120 sq. ft.)	TBD	1985 UBC Fee Schedule
Decks	TBD	1985 UBC Fee Schedule
Garages	TBD	1985 UBC Fee Schedule
Basement Finishes	TBD	1985 UBC Fee Schedule
Fire Suppression Systems	TBD	1985 UBC Fee Schedule
Other Building Permits	TBD	1985 UBC Fee Schedule

PLANNING AND ZONING	FEE	DESCRIPTION AND/OR ESCROW
<i>APPLICATIONS</i>		
Sign Permit	\$60.00	
Administrative Permit	\$50.00	\$250
Fence Permit	\$60.00	
Sheds (less than 120 square feet)	\$60.00	
Right of Way Permit	\$60.00	\$2,000 Escrow
Interim Use Fee	\$75.00	\$500
Annexation by Ordinance Fee	\$200.00	Plus Legal Fees & State Filing Fees
Orderly Annexation Fee		To be determined by the City Council
Land Use Plan Amendment	\$300.00	\$2,000
Rezoning	\$200.00	\$1,000
Zoning Text Amendment	\$200.00	\$1,000
Site Plan Review	\$200.00	\$500
Conditional Use Permit	\$150.00	\$500
<i>PLANNED UNIT DEVELOPMENT</i>		
General Plan	\$300.00	\$1,000
Final Plan	\$300.00	\$1,000
Amendments	\$250.00	\$1,000
<i>SUBDIVISION</i>		
Minor (3 or less lots)	\$100.00	
Preliminary Plat	\$400.00	Plus \$10/per lot 0 - 40 Acres
Final Plat	\$400.00	Plus \$10/per lot 41 - 80 Acres
Street/Alley Vacation	\$100.00	Plus Legal Fees
Utility Feasibility Study		Determined by Engineer
Street Damage Deposit	\$1,000.00	
Parkland Dedication		10% land or 10% land value
TIF District Modification	\$6,000.00	
Grading Permit	\$100.00	
		SUBDIVISION ESCROWS = 1-9 \$1000.00
		10-50 \$3000.00
		51 plus \$5000.00
<i>VARIANCES</i>		
Residential		\$200 + \$250 Escrow
Commercial & Industrial		\$200 + \$250 Escrow

UTILITY HOOK UP CHARGES	FEE	DESCRIPTION AND/OR ESCROW
Sewer Inspection Fee	\$100.00	
Water Inspection Fee	\$100.00	
Water Meter	¾" \$250.00 1" \$400.00	
Utility Ordinance Violations	\$100.00	(Per Month) Ie: Failure to comply with meter swap out, inspections, access etc.
Water Connection or Turn On Water	\$32.00	
Water Disconnection or Turn Off Water	\$32.00	
Sewer Access Charge (RES.)	\$4,500.00	
Water Access Charge (RES.)	\$3,100.00	
Sewer Access Charge (Comm./Ind.)	\$4,500.00	times residential equivalency
Water Access Charge (Comm./Ind.)	\$3,100.00	times residential equivalency
Sanitary Sewer Trunk Fee	\$4,082.00	per Acre
Water Main Area Fee	\$2,711.00	per Acre
Storm Sewer Area Fee	\$500.00	per Acre
Meter Bypass Fine	\$200.00	
Water Ban Violation	\$100.00	
City Staff Meter or Utility Inspection	\$25.00	
No Read Fee (Utility Meter)	\$20.00	To Be Removed after total Conversion
WATER AND SEWER UTILITY RATES	FEE	DESCRIPTION AND/OR ESCROW
Water	\$4.26	per 1000 gallons plus \$26.88 base rate
Wastewater Treatment Plant	\$7.41	per 1000 gallons
Sewer	\$8.87	per 1000 gallons plus \$30.87 base rate
MN Testing fee	\$0.81	per month
Storm Water	\$7.99	per month
Technology Fee	\$2.75	per month
GARBAGE/RECYCLING RATES	FEE	DESCRIPTION AND/OR ESCROW
30 Gallons/Weekly	\$10.70	per month
60 Gallons/Weekly	\$14.40	per month
90 Gallons/Weekly	\$15.80	per month
Biweekly recycling	\$2.25	per month
Service Changes	\$15.00	
CITY WIDE CLEAN UP RATES (subject to change)	FEE	DESCRIPTION AND/OR ESCROW
Major Appliances	\$10.00	
Small Load	\$10.00	
Medium Load	\$15.00	
Large Load	\$20.00	
Appliances with Freon	\$10.00	
Electronics	\$10.00	
Flat Screen TV	\$10 + \$1/Inch	
Monitors, Tube TVs	\$50.00	
Couches	\$25.00	
Small Upholstery/Cushioned Furniture	\$10.00	
Tires	\$5.00	\$10.00 w/ Rim
Mattress/Box Spring	\$30.00	\$30.00/each
POLICE DEPARTMENT FEES	FEE	DESCRIPTION AND/OR ESCROW
Off Duty Police Officer	\$50.00	per hour
Reserve Officer	\$20.00	per hour
PUBLIC WORKS	FEE	DESCRIPTION AND/OR ESCROW
City Staff	\$100.00	per person per hour
Small Truck	\$100.00	per truck per hour
Pay loader	\$100.00	per hour

<i>PARKING VIOLATIONS</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Handicap Zone (MS 169.346.3)	\$208.00	
Fire Lane	\$50.00	
Snowbird	\$50.00	
Blocking Fire Hydrant	\$50.00	
No Parking 2AM to 6AM	\$50.00	
Other Parking Violations	\$50.00	
Vehicle Towing	\$150.00	
Storage of Towed Vehicle	\$10.00	per day
<i>PUBLIC NUISANCES</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Weeds and Blight	\$100.00	per hour/per person + any incurred costs to abate
Amplified Sound in Motor Vehicle	\$72.00	
Loud Party	\$96.00	
Curfew Violations (1st offense only)	\$30.00	
Dumping Trash - Small	\$68.00	
Dumping Trash - Large	\$220.00	
Open Fire Violation	\$50.00	
Snowmobile/ATV/Golf Cart Violations	\$88.00	
Loose Dog/Cat Fine	\$50.00	1st
	\$100.00	2nd
	\$150.00	3rd
<i>LIQUOR LICENSE FEES</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
Off Sale 3.2 Malt Liquor	\$200.00	
On Sale 3.2 Malt Liquor	\$200.00	
On Sale Wine	\$200.00	
Off Sale Intoxicating	\$200.00	
On Sale Intoxicating	\$2,000.00	
License for Set Ups	\$150.00	
Sunday Liquor	\$200.00	
Temporary On Sale Event	\$1,500.00	Unless waived by City Council
<i>EMERGENCY RESPONSE FEES</i>	<i>FEE</i>	<i>DESCRIPTION AND/OR ESCROW</i>
<i>FIRE</i>		
Engine	\$275.00	per hour (up to 4 personnel)
Ladder/Aerial	\$275.00	per hour (up to 4 personnel)
Water Tender	\$200.00	per hour (up to 2 personnel)
Heavy Rescue/Rescue/Ambulance	\$185.00	per hour (up to 2 personnel)
Command Vehicle/Utility Truck/ Grass Truck	\$85.00	per hour (up to 2 personnel)
ATV/UTV with water tank	\$50.00	per hour (up to 2 personnel)
Extra Personnel	\$15.00	per hour/per person
<i>COUNTY-WIDE RESPONSE TEAMS</i>		
Special Response Unit	\$500.00	
Fire Investigation Team	\$300.00	
<i>PUBLIC WORKS</i>		
Street Sweeper	\$100.00	per hour
Tipping Fees	Actual Incurred Costs	
Damages and Expenses	Actual Incurred Costs	



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider Resolution 22-01 Approving 2022 Utility Fee & Charges

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND: The city council must set utility rates by resolution, annually. For the seventh straight year, staff is recommending no changes to the stated fees and charges schedule.

Fund Performance

- The storm sewer fund is continuing to hold its own by generating slightly more than debt service associated with the fund.
- The water fund is performing well! However, its excess revenues are cautioned as they offset losses to the sewer fund. Additionally, we anticipate using about \$200,000 of reserves to complete the water meter transition project. Also, there are substantial capital investments anticipated in this fund in the next 2-5 years including water meters, new well, water treatment plant and water tower coating.
- The sewer fund is reducing its annual operating deficit in a manner consistent with projections from our financial advisor.

Collectively, utility rate, revenue and expenses are continually monitored for performance. At this time, we do not advise rate increases. Doing so marks the 7th fiscal year in a row we have not increased utility rates.

Community Comparison & Looking Ahead

An informal survey of similar sized communities found Howard Lake near the top for utility rates, but no longer THE top. Further, the gap between cities is eroding suggesting that all things being equal, we will be in the middle of the pack in a few years. That said, as we update and formally advance on large capital projects, inflation and increases in labor & materials suggest our CIP estimates are low and rates may need to be adjusted.

DECISION MAKING METRICS:

FINANCIAL: Resolution 22-01 Establishes Rates for the City's Enterprise Funds

LEGAL: We are required to adopt fees and charges annually. This information is sent to various sources including PFA, auditors, and rating agencies.

STRATEGIC PLAN: Maintain Fiscally Responsible City Management & Operations.

COUNCIL ACTION REQUESTED: Adopt Resolution 22-01 Approving 2022 Utility Fees and Charges.

ATTACHMENTS:

1. Resolution 22-01

**CITY OF HOWARD LAKE
RESOLUTION 22-01**

RESOLUTION SETTING 2022 SEWER AND WATER RATES

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Howard Lake, Minnesota, that sewer and water rates effective January 18, 2022 set as follows:

2021 WATER RATES

Fixed Service Fee	\$26.88
Volume Charge	\$4.26

2021 SEWER RATES

Fixed Service Fee	\$30.87
Volume Charge	\$8.87

2021 WWTP FEE

Volume Charge	\$7.41
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2021 STORMWATER FEE

Fixed Service Fee	\$7.99
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2022 WATER RATES

Fixed Service Fee	\$26.88
Volume Charge	\$4.26

2022 SEWER RATES

Fixed Service Fee	\$30.87
Volume Charge	\$8.87

2022 WWTP FEE

Volume Charge	\$7.41
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2022 STORMWATER FEE

Fixed Service Fee	\$7.99
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WHEREAS, the wastewater volume charge will be based directly on that month's water usage for all users except residential. The residential customer shall be billed according to Resolution No. 91.006, using the off-season designation.

WHEREAS, the sewer fixed service fee shall be billed to every property or building according to City Ordinance Chapter 10.02, Section 2, Subdivision 1 approved November 20, 2001.

WHEREAS, the water fixed service fee shall be billed to every property or building according to City Ordinance Chapter 10.02, Section 2, Subdivision 1 approved November 20, 2001.

WHEREUPON SAID RESOLUTION WAS DECLARED DULY PASSED AND ADOPTED THIS 18th DAY OF JANUARY 2022.

Mayor, Peter Zimmerman

ATTEST:

Administrator/Clerk Nick Haggemiller



HOWARD LAKE CITY COUNCIL MEETING

January 18, 2022

AGENDA ITEM: Consider Compost Site Grinding Contract with Sylvester Custom Grinding, Inc.

SECTION: New Business

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: The city operates a compost site for residents to bring yard waste including leaves, grass clippings, and brush for disposal. Regular maintenance of the site includes grinding and removing the brush pile yearly. In 2019, the City entered into a 3 year locked in rate with Sylvester Custom Grinding to grind the brush pile and haul away most of the product.

There has been increased use in the compost site over the last couple years. The compost site is only available to in town residents, we do not allow township residents or commercial vendors to use the site.

DECISION MAKING METRICS:

FINANCIAL: Costs for grinding services vary greatly depending on the amount of material. The city previously paid \$6,535.95 in 2019, \$6,976 in 2020 and \$7,647.40 in 2021.

LEGAL: Signing this agreement obligates the City to use Sylvester Custom Grinding, Inc for 2022, 2023 and 2024.

STRATEGIC PLAN: Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Motion to approve Tree Grinding Contract for 2021/2022/2023

ATTACHMENTS:

1. Sylvester Custom Grinding, Inc. Contract



Premier Wholesale Landscape Mulches & Contract Tree & Wood Grinding Services

2022 - City of Howard Lake - Tree Grinding Proposal

Thank you for this opportunity to present this New 3-year proposal to you, unfortunately with the rising inflation costs we have had to raise our prices for this next 3-year period

1. Sylvester Custom Grinding, Inc. proposes to do the following tree debris grinding at the city site. We would be grinding once a year in January. Should any storms hit your area, we would make ourselves available to come in to help with any grinding you may need done.
2. Mobilization costs to bring our equipment (FP66T Roto Chopper Grinder, 322 CAT Excavator, 333E JD Skid) to site.....\$900.00
3. Grind All of the tree debris at the site into mulch.....\$6.00 a cubic finished yard. We have a GEM 2.0 laser measuring device that measures the mulch as it comes out of the machine; this device is 98.5% accurate. We will send computer read outs from the GEM 2.0 at the end of each day to keep you updated on our production for that day.
4. Haul away all ground up mulch off site....\$2.00 a yard

We are looking forward to continuing our long-term business relationship with the City of Howard Lake. We are willing to lock in these prices for the next three years 2022/2023/2024

Best Personal Regards,

Steve Sylvester
Sylvester Custom Grinding, Inc.
612-720-5286
www.scgrinding.com



HOWARD LAKE CITY COUNCIL MEETING

January 18, 2022

AGENDA ITEM: Consider Accepting Various Personnel Appointments

SECTION: Consent

FROM: Meagan Theisen, Assistant City Administrator

BACKGROUND: Per statute, the City Administrator appoints and the City Council confirms employment classification as part of the official record. The following individuals are submitted for approval:

Retired – Ken Rollings - HLPD

DECISION MAKING METRICS:

FINANCIAL: This position is budgeted as part of the 2022 General Fund Budget.

LEGAL: All personnel appointments are contingent upon successful background check.

STRATEGIC PLAN: Deliver High Quality, Reliable Infrastructure and Public Services

COUNCIL ACTION REQUESTED: Approve appointments as presented.

ATTACHMENTS: N/A



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider Resolution 22-02 Acknowledging the Receipt of MDE Library Grant.

SECTION: New Business

FROM: City Administrator Nick Haggemiller

BACKGROUND: The City has been awarded \$729,000 from the Minnesota Department of Education Library Construction Grant Program. The funds will be used to offset expenses associated with the project with a total estimated cost of \$4.5 Million.

The grant requirements stipulate that the city must adopt a resolution acknowledging the grant award with the following information included on the resolution:

- Amount of the grant
- Total project cost
- Location of the project
- Confirmation the city will adhere to grant terms and conditions
- Authorize mayor and city administrator to execute documents

While required, this is merely a paperwork formality. It does not change terms or conditions of the grant.

DECISION MAKING METRICS:

FINANCIAL: The City has been awarded \$730,000 to be used to offset expenses with the library construction costs.

LEGAL: The City must adopt the resolution and provide various submittals and confirmations in order for a full legally binding grant agreement to be provided to the city.

STRATEGIC PLAN: Maintain fiscally responsible city management and operations.

COUNCIL ACTION REQUESTED: Adopt Resolution 22-02 Acknowledging Receipt of MDE Library Grant.

ATTACHMENTS:

- Resolution Acknowledging Receipt of MDE Library Grant.

**CITY OF HOWARD LAKE
COUNTY OF WRIGHT
STATE OF MINNESOTA**

RESOLUTION NUMBER 22-02

*A Resolution Acknowledging the Receipt of
Minnesota Department of Education Library Construction Grant*

WHEREAS, the City of Howard Lake successfully applied for and obtained \$729,000 in funding the Minnesota Department of Education Library Construction grant program; and,

WHEREAS, the City of Howard Lake has been donated property from HLWW Schools located at 717 8th Avenue that is adequately served with parking, street and utilities; and,

WHEREAS, the total project cost estimate for the library inclusive of construction, legal, engineering and financing fees is \$4.5 Million; and,

WHEREAS, the City has retained BKV Architects and CGI Group Project Managers to ensure the plans & specifications and ultimately the construction and related grant administration meets the requirements set forth by the Minnesota Department of Education relating to the Library Construction Grant including B3 Energy Requirements and prevailing wages.

NOW THEREFORE, BE IT RESOLVED

1. The City Council acknowledges the \$729,000 in funding from the Minnesota Department of Education.
2. The City Council further directs the city administrator and mayor to execute any agreements or documents required related to the grant.

ADOPTED by the City Council of the City of Howard Lake, Minnesota this 18th day of January, 2022.

CITY OF HOWARD LAKE

BY:

ATTEST:

Peter Zimmerman, Mayor

Nick Haggenmiller, Clerk



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider Approval of Plans & Specifications and Authorize Advertisement of Bids for Library Construction Project.

SECTION: NEW BUSINESS

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: The City has been progressing towards the construction of a new library facility for over two years. The project team is now ready for final plan approval and authorization to advertise for bids.

Plans have evolved throughout the concept and design development. The floor plans have been reviewed and included input from city staff, citizen stakeholders and Great River Regional Library. There have not been substantive changes since council approved the preliminary plans in November 2021.

Preconstruction Schedule

Pre-Construction Schedule													
Milestone Description	Dates	January				February				March			
Information to City (Council Packets)	1/13/22												
City Council Meeting (Approval for Bidding)	1/17/22												
Issue Planning & Zoning Review Set to City	1/17/22												
Issue Bid Documents	1/26/22												
CGI/BKV - Plan Coordination	1/27/22 - 2/8/22												
Ad to Paper	2/8/22												
Planning & Zoning Meeting	2/9/22												
Ad Published (2/11/22, 2/18/22 & 2/25/22)	2/11/22 - 2/25/22												
Bid Opening	3/3/22												
Bid Verification Period	3/3/22 - 3/20/22												
Bid Recommendation to Council	3/21/22												
Construction Contracts Finalized	4/1/22												

DECISION MAKING METRICS:

FINANCIAL: The preliminary cost estimate for the library project is \$4.5 Million dollars. A greater breakdown of sources/uses is found in the following attachments.

LEGAL: The City is using USDA Community Facilities funding for this project. All necessary public hearings have been held previously. TAFT Law and DDA & Associates have been retained as bond counsel and financial advisor for the necessary legal documents associated with the project.

STRATEGIC PLAN: Enhance opportunities for learning including investing in community education programs and the library facility.

COUNCIL ACTION REQUESTED: Council is asked to discuss and approve a preliminary cost estimate and preliminary design.

ATTACHMENTS:

1. Library Plans



HOWARD LAKE LIBRARY CITY COUNCIL UPDATE



	SITE PLAN REVIEW SUBMITTALS	p.3-4
	CIVIL DRAWINGS	p.5-11
	LANDSCAPE DRAWINGS	p.12-16
	ARCHITECTURAL DRAWINGS	p.17-20
	Exterior Design Palette & Renderings	p.21-22
	ELECTRICAL DRAWINGS	p.23-25
	Exterior Lighting Fixture Cutsheets	p.26-50



SITE PLAN REVIEW SUBMITTALS

1. Building Information:

a. Locations

Delineation as to the location of existing and proposed structures and lot lines, neighboring or surrounding structures.

b. Dimensions

c. Elevations

d. Sign structures (location, size, illumination information)

e. Entry areas

f. Storage sites

g. Other structural site improvements.

RESPONSE: See attached Sheets A010, A101, A400, and C102

2. Rough site grading and storm pond requirements.

RESPONSE: See sheet C103 for site grading. Permanent stormwater pond not required since new impervious surface is <1.0 acre.

3. Utility location, type and size proving consistency with EJCDC

RESPONSE: See sheet C104 for utility plan and C101 for utility details.

4. Street construction consistent with EJCDC (if bareground site)

RESPONSE: See sheet C105 for street patching and C101 for patch pavement section.

5. Circulation plans for both pedestrian and vehicular traffic.

RESPONSE: There is an existing 42 stall parking lot located west of the proposed library. See A010 for site plan showing pedestrian sidewalks. Vehicular traffic is constrained to the adjacent streets and the existing parking lot.

6. Storm drainage plans.

RESPONSE: See sheet C104 for storm drainage plan and C101 for utility details.

7. Fire fighting and other public safety facilities and provisions such as hydrant locations and fire lanes.

RESPONSE: See sheet C104 for utility locations. Existing fire hydrant located in SW corner of the intersection of 9th St. and 8th Ave.





SITE PLAN REVIEW SUBMITTALS (cont.)

8. Elevation drawings or illustrations indicating exterior wall materials and design information. Architectural, with exterior material presentation.

RESPONSE: See sheet A401, and supplemental exterior palette and renderings included after Architectural Drawings

9. Landscape Plan. The site, when fully developed, shall be landscaped according to a plan approved by the planning commission. The landscaping plan shall specify the size, type and location of all trees and shrubbery and the location of all seeded and sodded areas. - Landscape

RESPONSE: See sheet L101 for planting plan.

10. A soil erosion control plan for the construction period.

RESPONSE: See sheet C103 for erosion control plan. SWPPP Permit not required since disturbed area is less than 1.0 Acre.

11. General floor plan of each structure.

RESPONSE: See sheet A101 for building floor plan.

12. Location and size of all parking spaces, including proposed parking surface and curbing(eg. Gravel, concrete etc)

RESPONSE: There is an existing 42 stall bituminous parking lot located west of the proposed library. There are 2 van accessible handicap stalls in the NE corner of the parking lot. Parking stalls are 8 wide and 18 deep

13.A survey shall be required if the premises are unplatted and the site plan indicates the use of minimum setbacks or in such other situations as the zoning administrator may request. The survey requirement may be waived at the discretion of the zoning administrator.

RESPONSE: See sheet C102 for existing conditions survey.

14.Exterior lighting shall be part of the architectural concept. Fixtures, standards, and all exposed accessories shall be harmonious with building design.

RESPONSE: See sheets E010 and E301 for site and building lighting, and supplemental lighting cutsheets after the Electrical Drawings.





HOWARD LAKE LIBRARY CIVIL DRAWINGS



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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN NON TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGN TRAFFIC
	BARRICADE PERMANENT		SIGNAL CONTROL CABINET
	BASKETBALL POST		SOIL BORING
	BENCH		SIREN
	BIRD FEEDER		TELEPHONE BOOTH
	BOLLARD		TILE INLET
	BUSH		TILE OUTLET
	CATCH BASIN RECTANGULAR CASTING		TILE RISER
	CATCH BASIN CIRCULAR CASTING		TRANSFORMER-ELECTRIC
	CURB STOP		TREE-CONIFEROUS
	CLEAN OUT		TREE-DEAD
	CULVERT END		TREE-DECIDUOUS
	DRINKING FOUNTAIN		TREE STUMP
	DOWN SPOUT		TRAFFIC ARM BARRIER
	FILL PIPE		TRAFFIC SIGNAL
	FIRE HYDRANT		TRASH CAN
	FLAG POLE		UTILITY MARKER
	FLARED END / APRON		VALVE
	FUEL PUMP		VALVE POST INDICATOR
	GRILL		VALVE VAULT
	GUY WIRE ANCHOR		VAULT
	HANDHOLE		VENT PIPE
	HANDICAP SPACE		WATER SPIGOT
	IRRIGATION SPRINKLER HEAD		WELL
	IRRIGATION VALVE BOX		WETLAND DELINEATED MARKER
	LIFT STATION CONTROL PANEL		WETLAND
	LIFT STATION		WET WELL
	LIGHT ON POLE		YARD HYDRANT
	LIGHT-GROUND		
	MAILBOX		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT		MANHOLE
	MANHOLE		LIFT STATION
	MANHOLE-ELECTRIC		STORM SEWER CIRCULAR CASTING
	MANHOLE-GAS		STORM SEWER RECTANGULAR CASTING
	MANHOLE-HEAT		STORM SEWER FLARED END / APRON
	MANHOLE-SANITARY SEWER		STORM SEWER OUTLET STRUCTURE
	MANHOLE-STORM SEWER		STORM SEWER OVERFLOW STRUCTURE
	MANHOLE-UTILITY		CURB BOX
	MANHOLE-WATER		FIRE HYDRANT
	METER		WATER VALVE
	ORDER MICROPHONE		WATER REDUCER
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POLE-BRACE		
	POST		
	RAILROAD SIGNAL POLE		

SURVEY SYMBOLS

	BENCHMARK LOCATION
	CONTROL POINT
	MONUMENT FOUND
	CAST IRON MONUMENT
	STONE MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

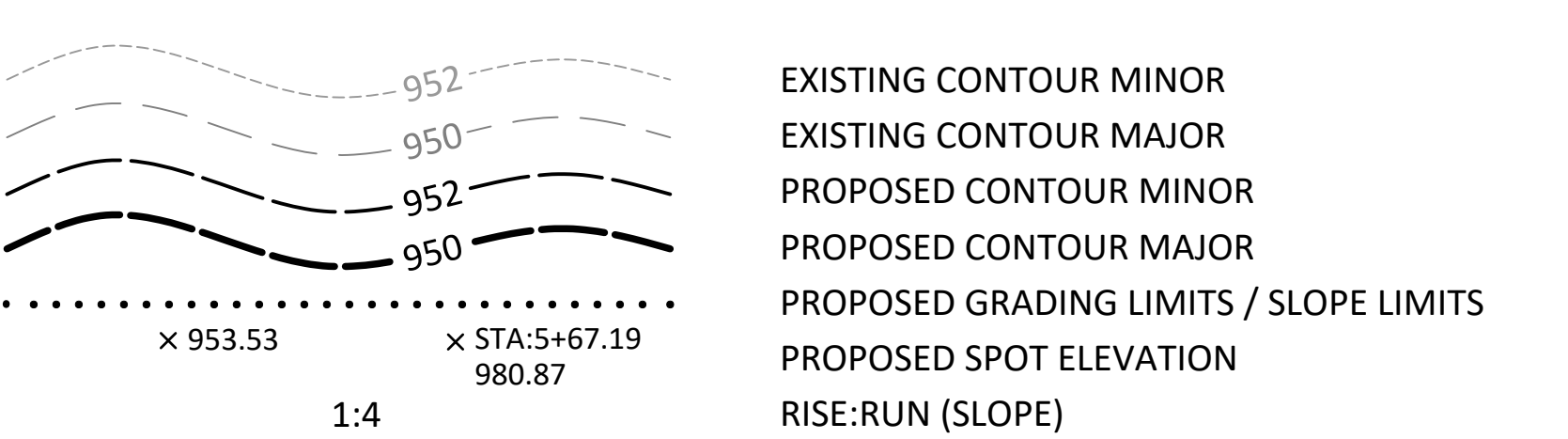
EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION



HATCH PATTERNS

	BITUMINOUS		GRAVEL
	CONCRETE		

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BIT	BITUMINOUS	HH	HANDHOLE	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FM	FORCEMAIN	R	RADIUS	SY	SQUARE YARD
FO	FIBER OPTIC	R/W	RIGHT-OF-WAY		
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE		
GRAN	GRANULAR	RET	RETAINING		

CONSULTANTS



2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

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JARED A. VOGEL, P.E.
LIC. NO. 45063 DATE XX/XX/XXXX

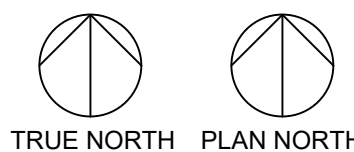
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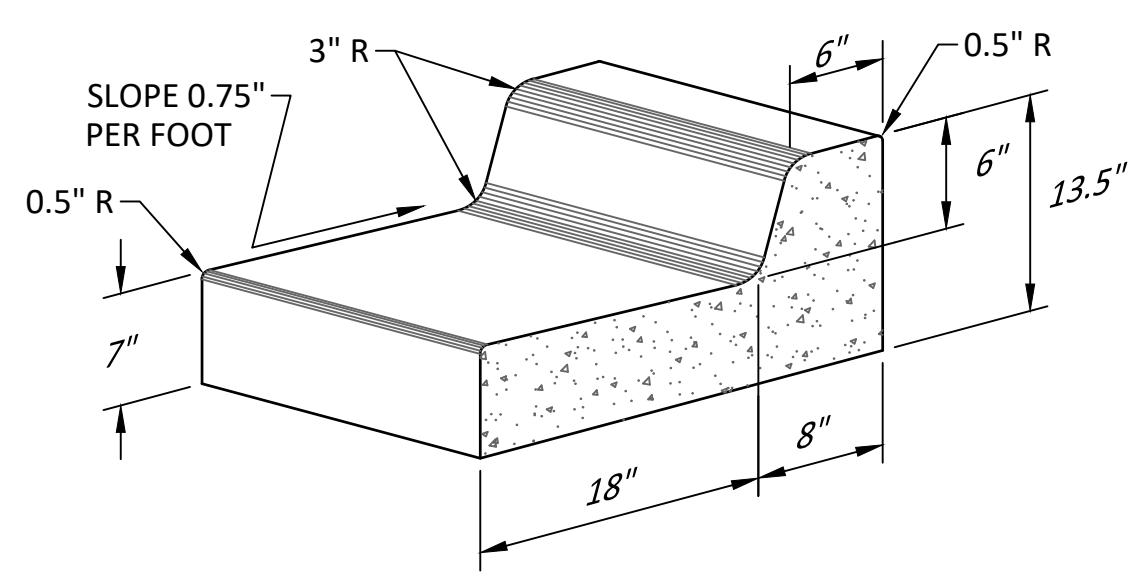
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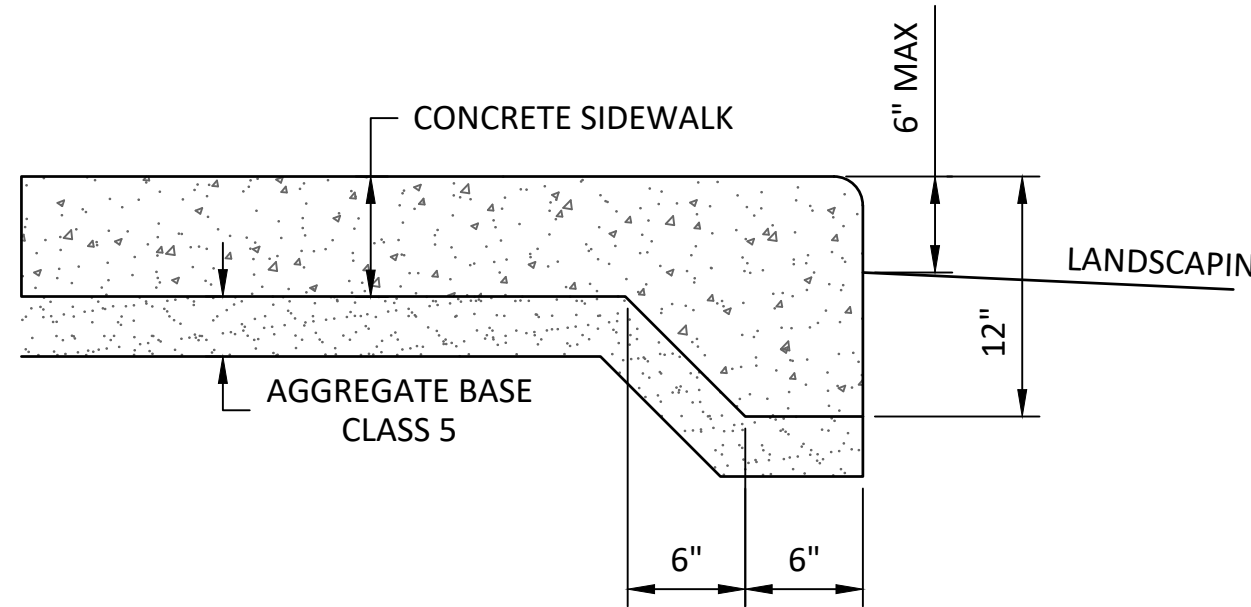
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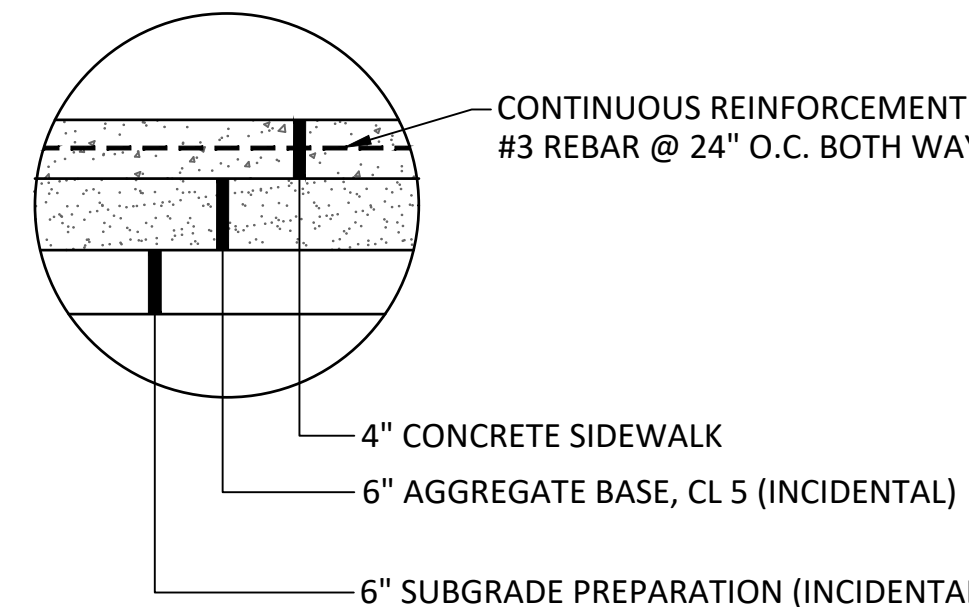




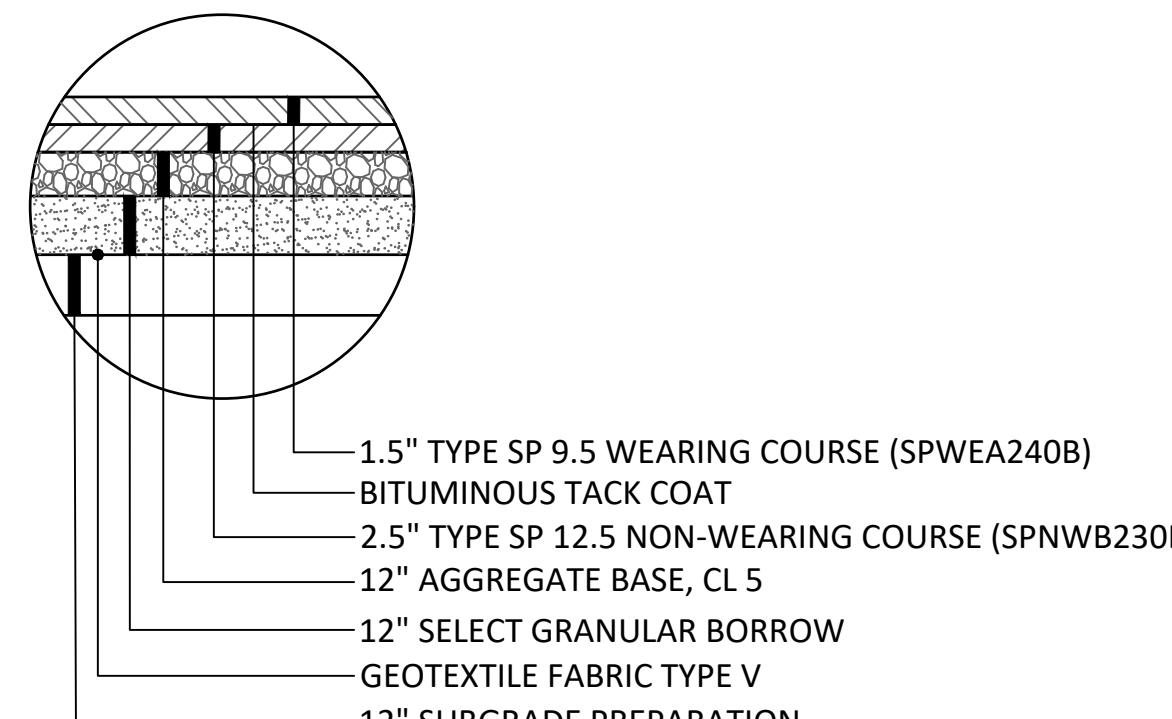
CONCRETE CURB & GUTTER
DESIGN B618
NOT TO SCALE



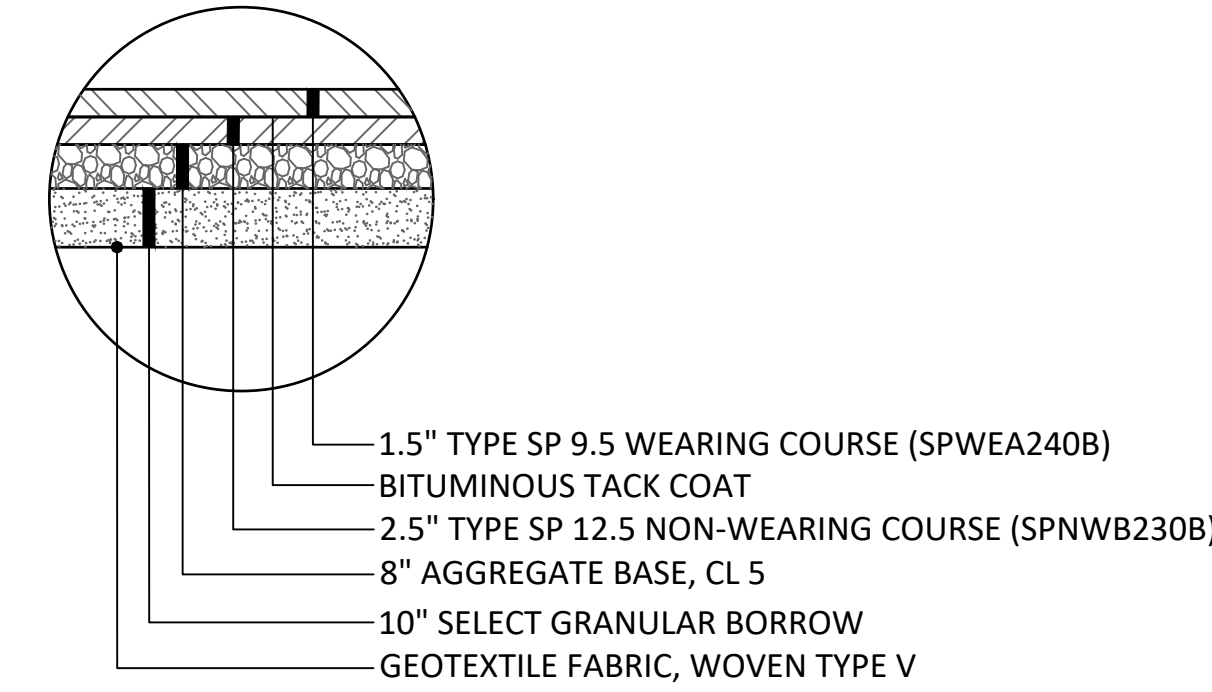
THICKENED EDGE
CONCRETE SIDEWALK
NOT TO SCALE



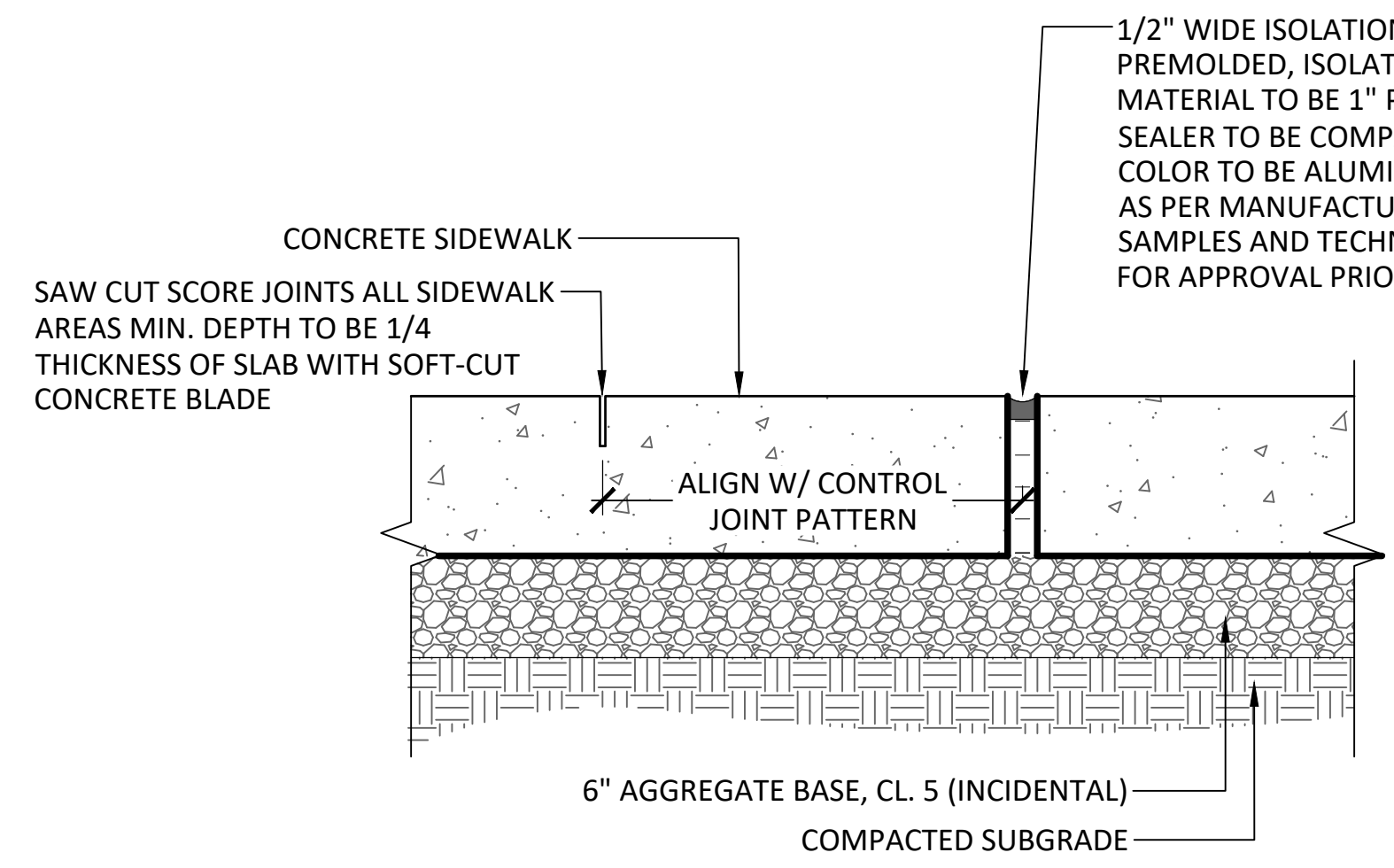
4" CONCRETE WALK
NOT TO SCALE



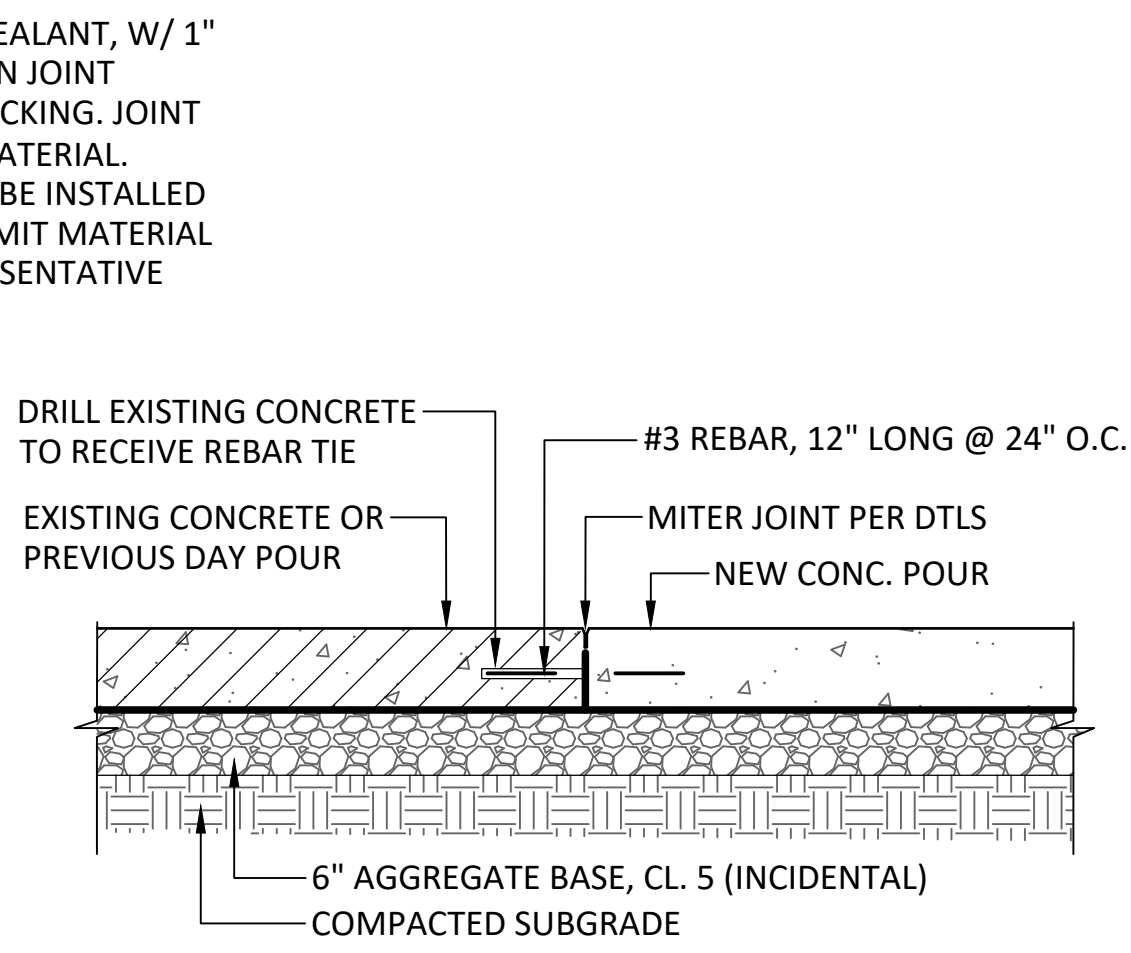
BITUMINOUS STREET PATCH
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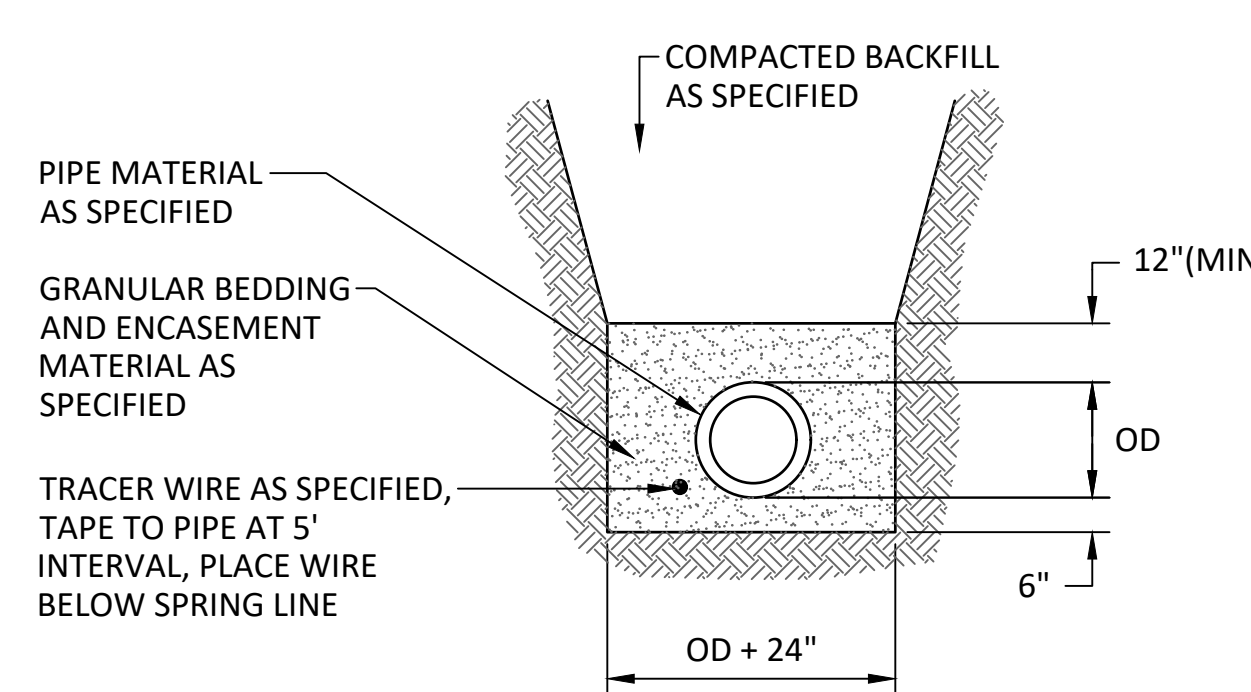
EXISTING STREET SECTION - 9TH STREET
NOT TO SCALE



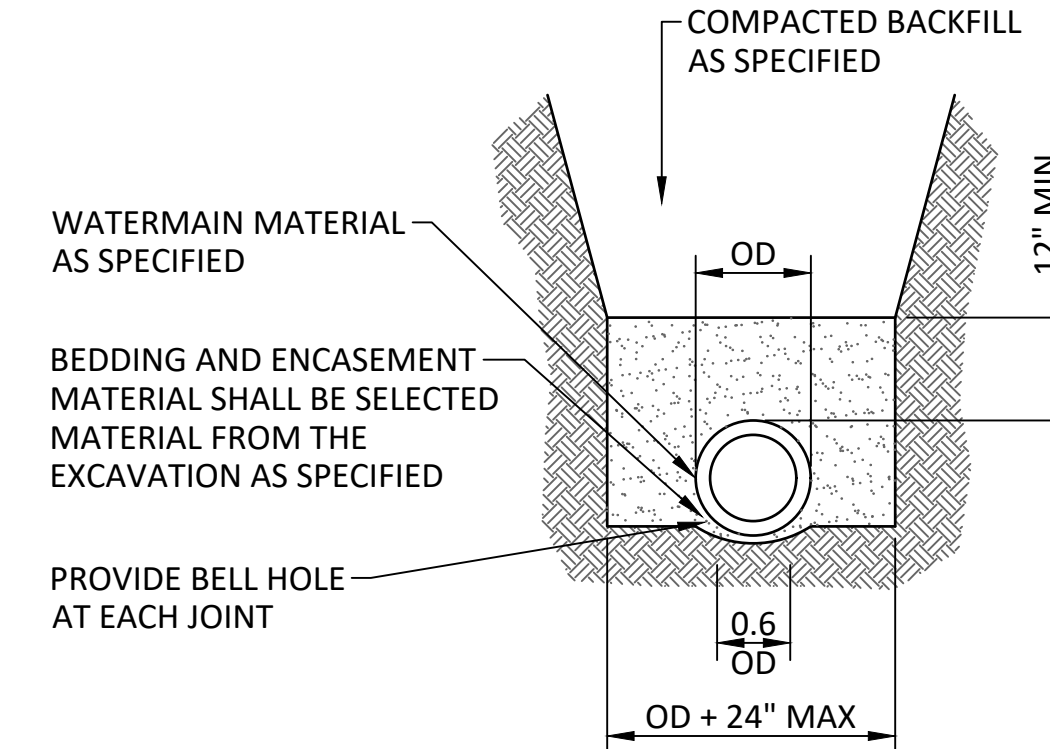
CONCRETE SIDEWALK JOINTS



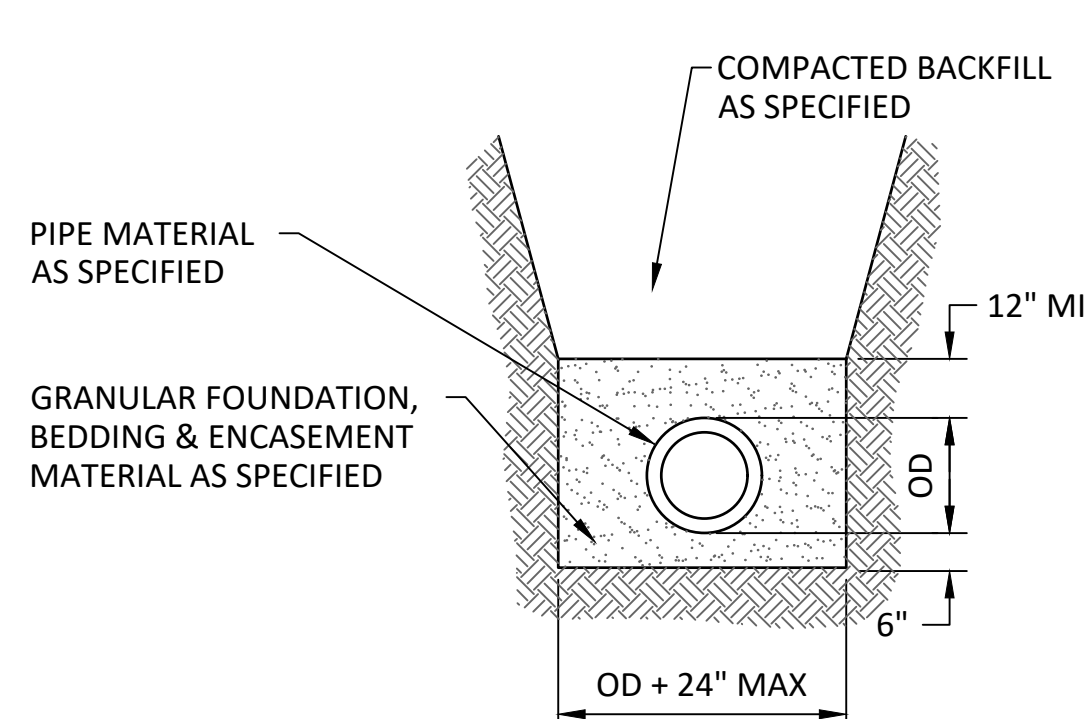
SIDEWALK REINFORCED CONSTRUCTION JOINT



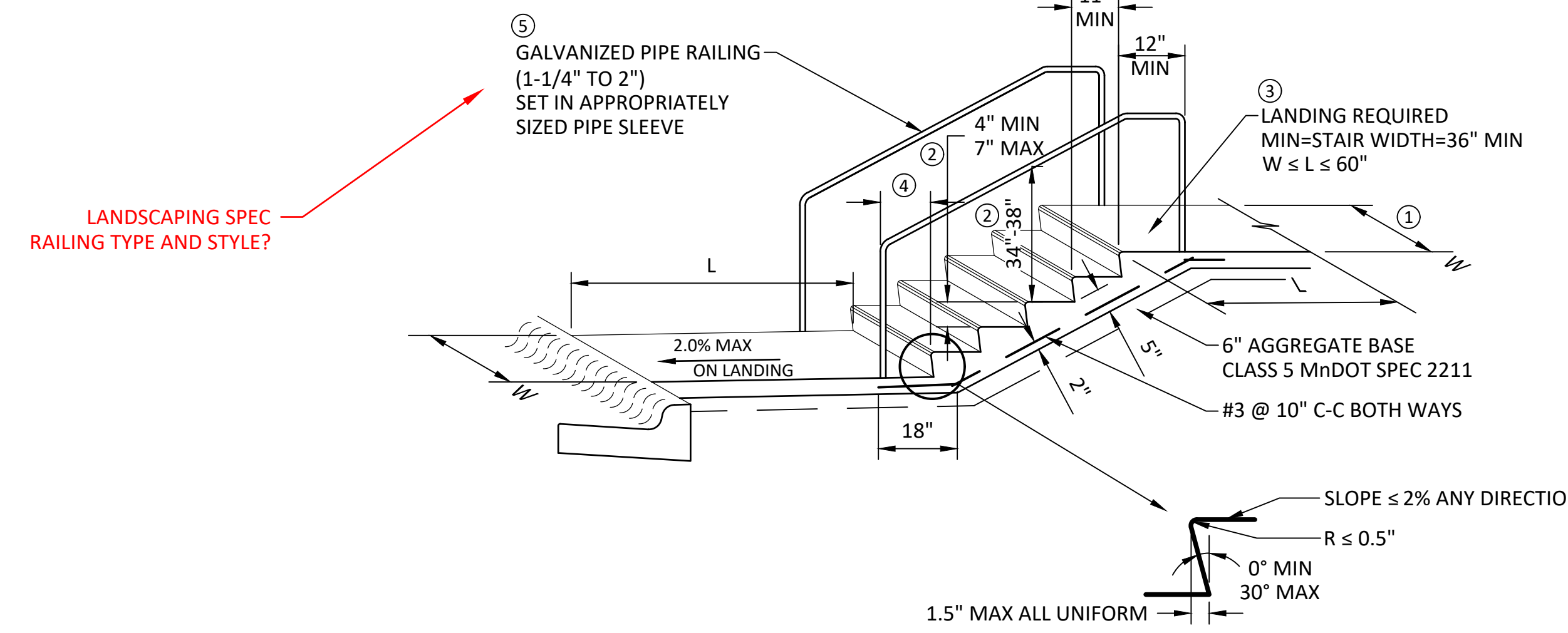
NON-RIGID SANITARY SEWER TRENCH
NOT TO SCALE



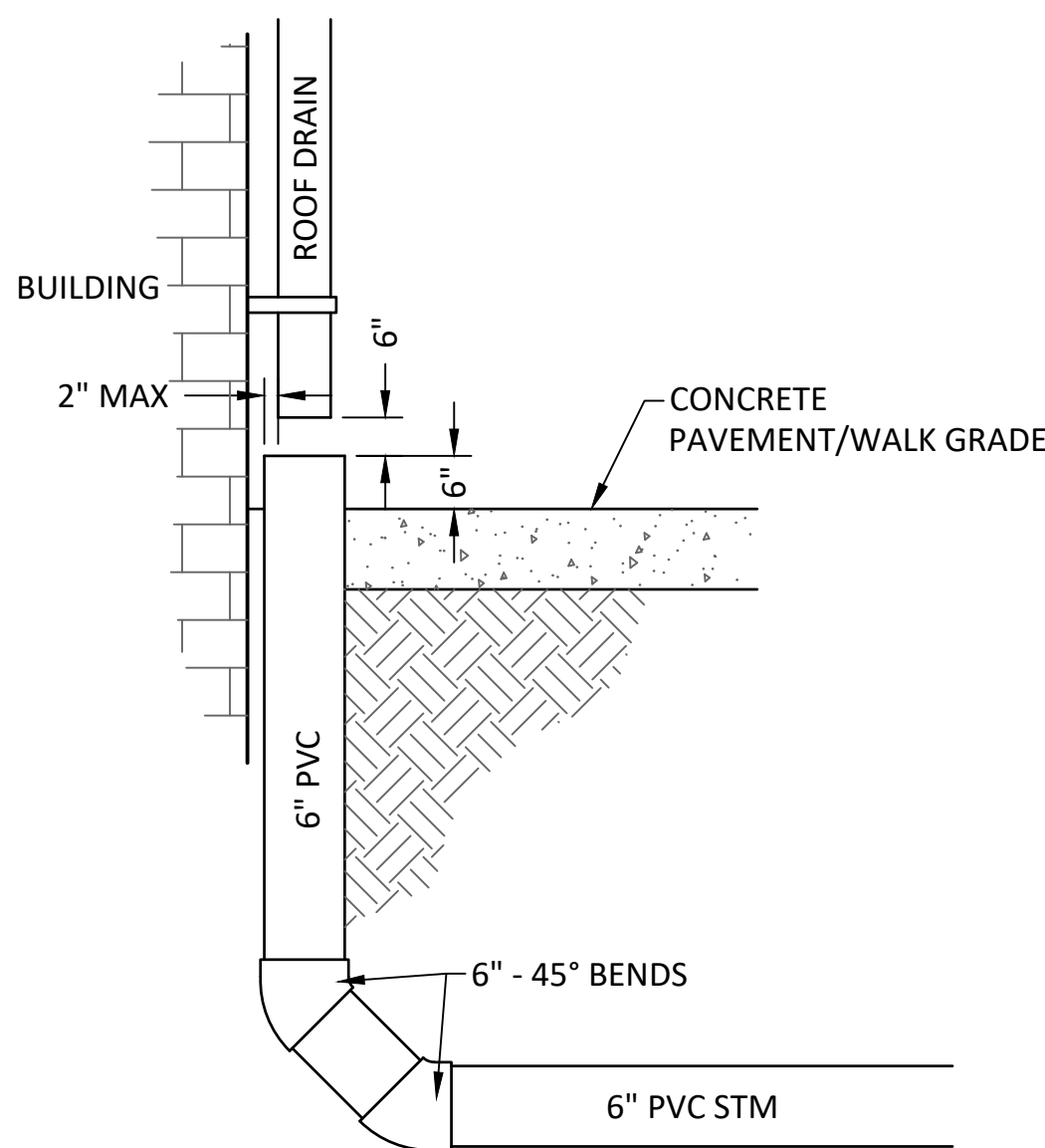
DIP WATERMAIN
TRENCH
NOT TO SCALE



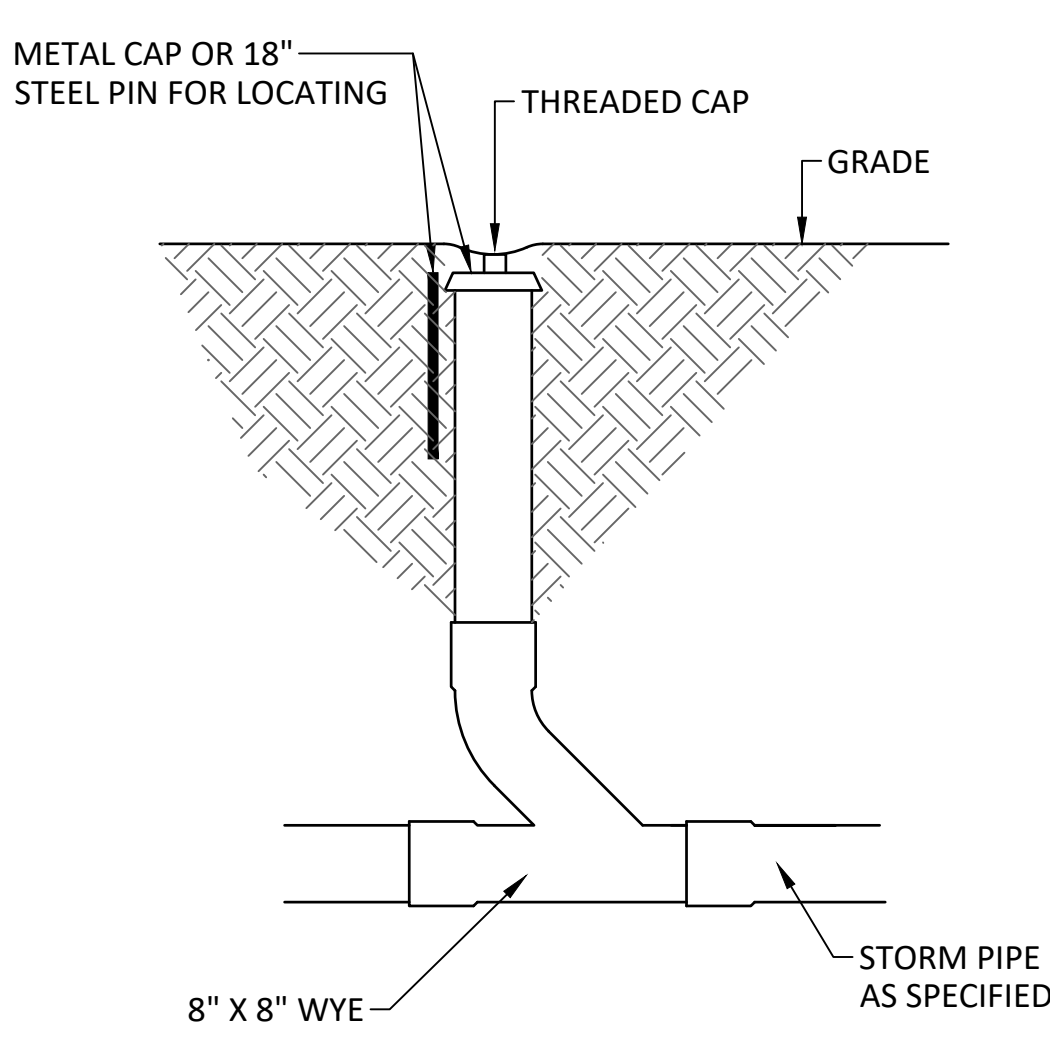
NON-RIGID STORM SEWER TRENCH
NOT TO SCALE



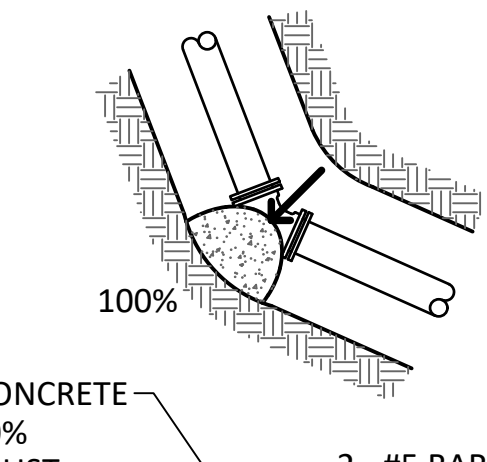
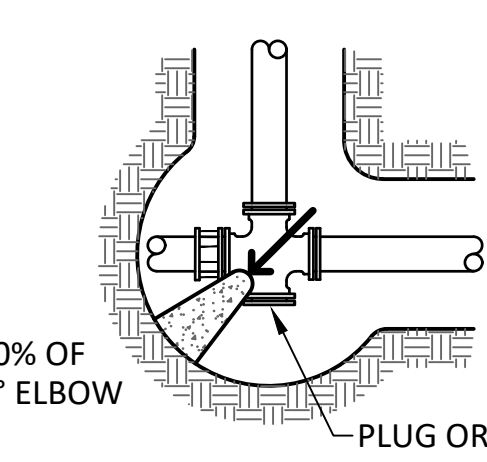
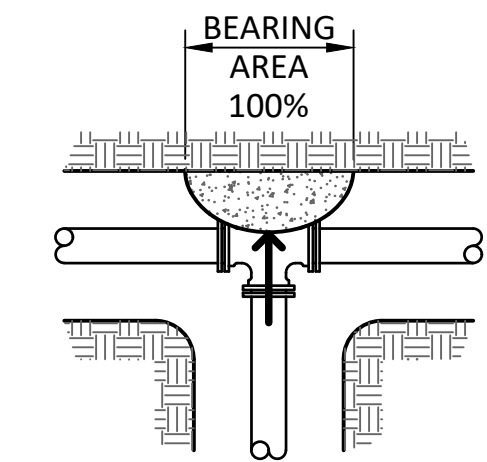
CONCRETE STAIRWAY
NOT TO SCALE



SUBSURFACE ROOF DRAIN CONNECTION
NOT TO SCALE

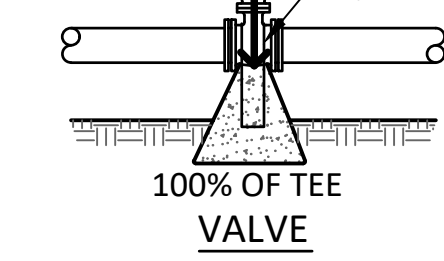
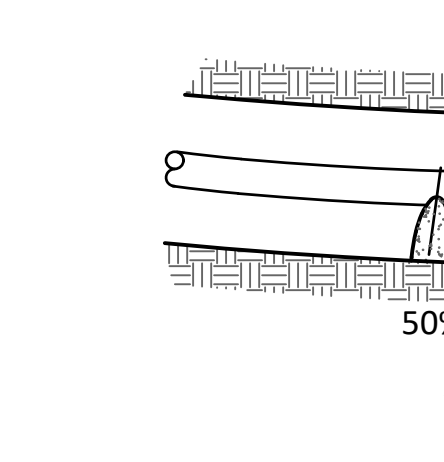
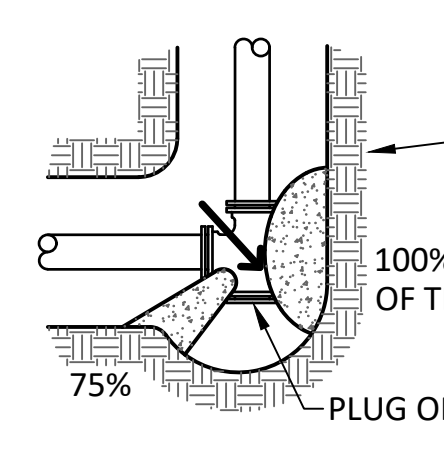
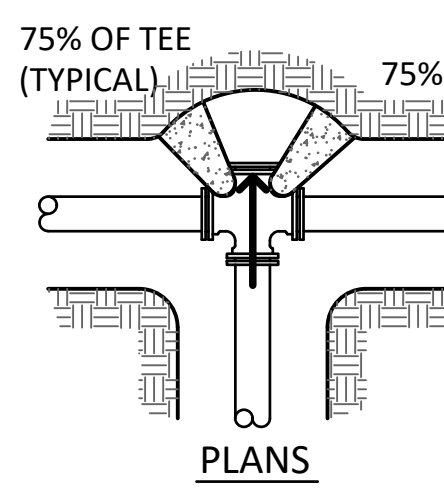


CLEANOUT
NOT TO SCALE



100% BEARING AREA (SQ FT)				
PIPE SIZE	DEAD END OR TEE	90° ELBOW	45° ELBOW	22 1/2° ELBOW
4	2.4	3.4	1.9	0.9
6	4.9	6.9	3.8	1.9
8	8.4	11.8	6.4	3.4
10	13.7	19.3	10.5	5.4
12	19.4	27.3	14.9	7.7
14	26.3	37.0	20.1	10.3
16	34.0	47.9	26.2	13.3
18	43.9	61.8	33.7	17.2
20	54.3	76.4	41.7	21.2
24	77.9	109.8	59.8	30.5

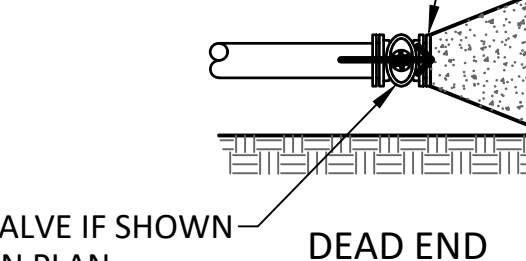
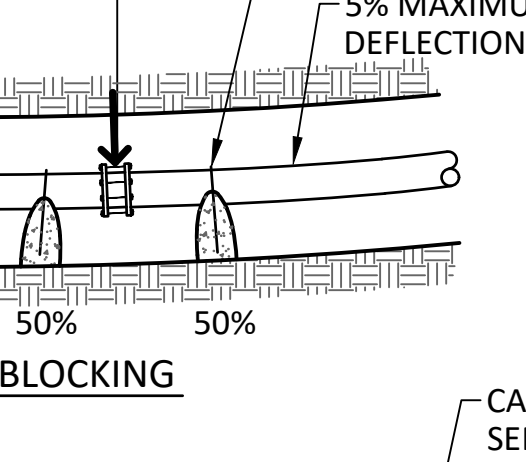
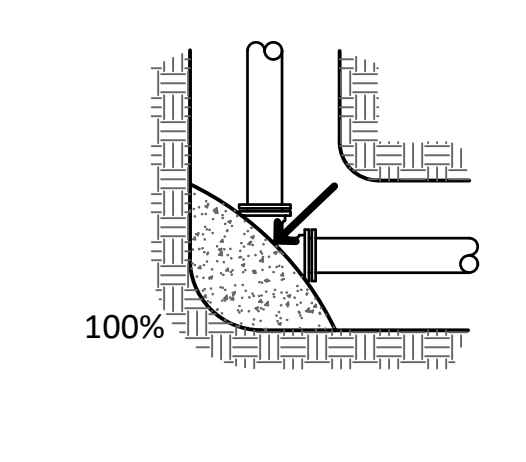
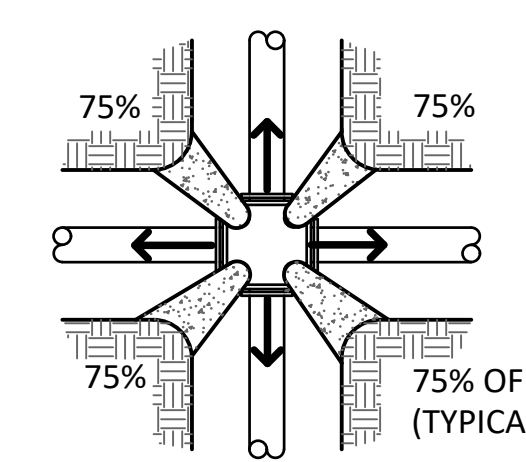
NOTE:
BEARING AREAS ARE BASED ON 250 LB
MAXIMUM PRESSURE AND SOIL BEARING
STRENGTH OF 2000 LB/SQ. FT.



ARROWS INDICATE THRUST DIRECTION

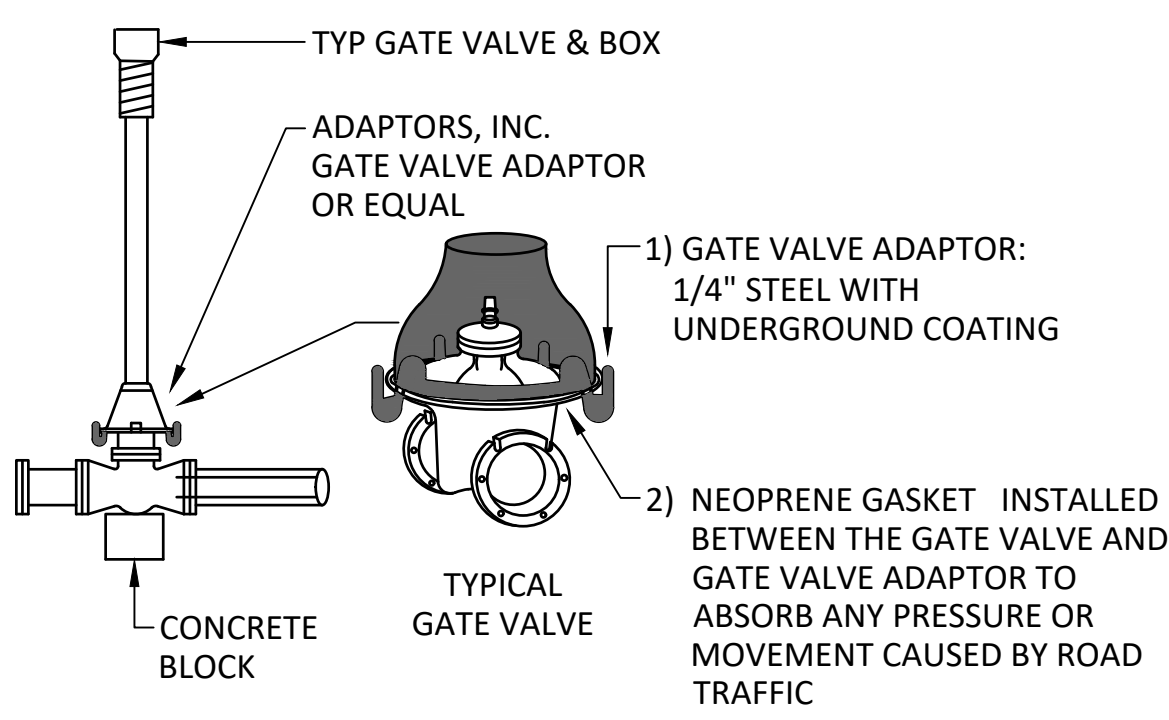
- NOTES:
- FIGURE (100%) AT THRUST BLOCK INDICATES PER CENT OF TOTAL THRUST TO BE APPLIED FOR BEARING AREA.
 - CONCRETE FOR THRUST BLOCKS TO BE 2000 PSI.
 - RESTRAINING RODS ARE REQUIRED AT ALL TEES AND AT BENDS DEFLECTING 22-1/2° OR MORE.
 - WRAP THE PIPE WITH POLYETHYLENE WRAPPING PRIOR TO POURING THE THRUST BLOCK.
 - SEE SOILS REPORT FOR BEARING STRENGTH OF SOIL. IN ABSENCE OF A SOILS REPORT, AN AVERAGE SOIL (SPADABLE MEDIUM CLAY) CAN BE ASSUMED TO HAVE A BEARING STRENGTH OF 2000 PSI.
 - THRUST BLOCKS ARE NOT REQUIRED ON PVC WITH SOLVENT WELDED JOINTS.

CONCRETE THRUST BLOCKS
NOT TO SCALE



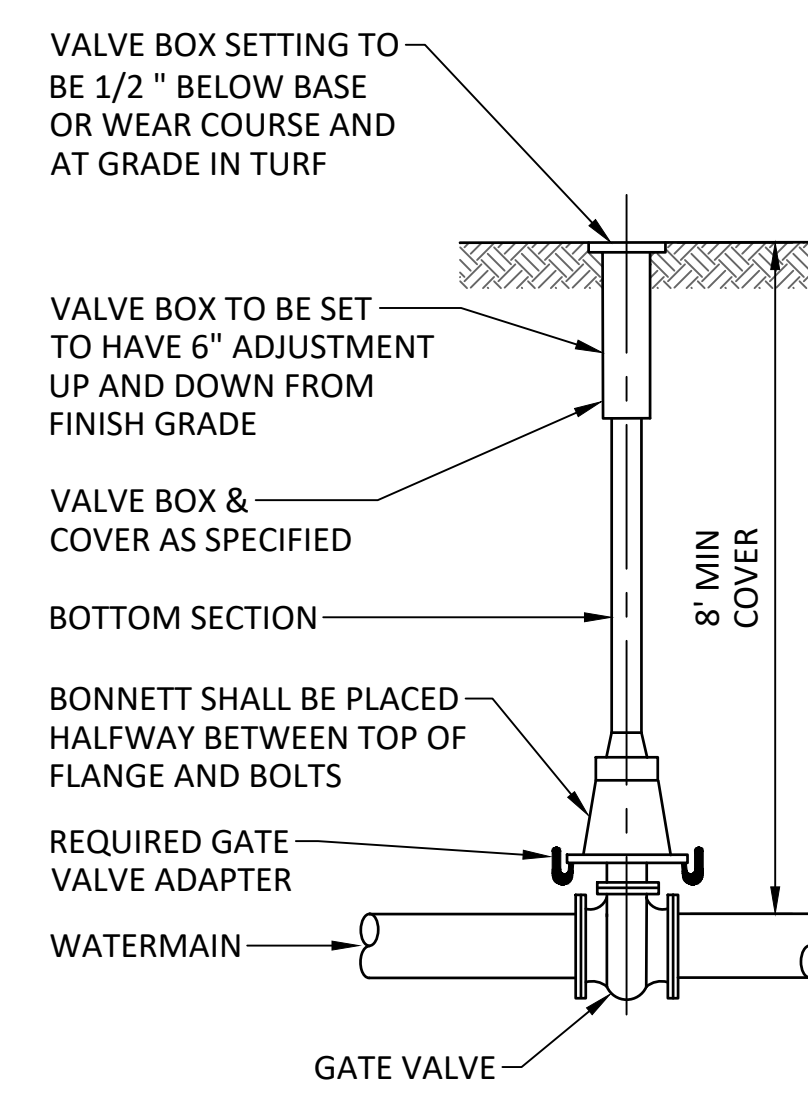
SIDE THRUST PER 100 LB/SQ IN PRESSURE PER DEGREE OF DEFLECTION			
PIPE SIZE	SIDE THRUST-LB	PIPE SIZE	SIDE THRUST-LB
4	35	14	377
6	72	16	486
8	122	18	665
10	197	20	790
12	278	24	1150

MULTIPLY THRUST BY DEGREE OF DEFLECTION TO OBTAIN TOTAL THRUST

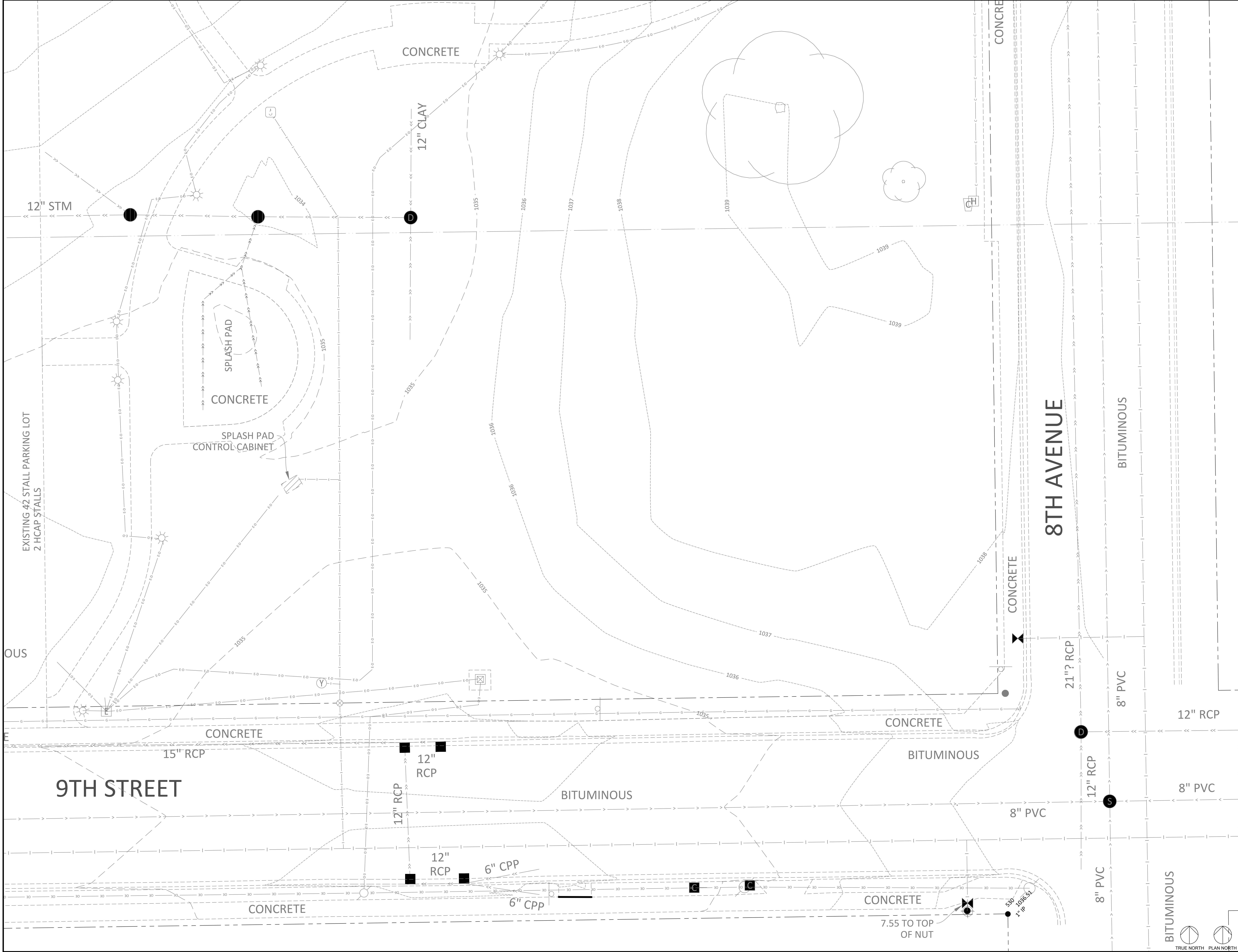


GATE VALVE ADAPTOR
NOT TO SCALE

- NOTES:
- VALVE BOX SHALL BE CENTERED ON OPERATING NUTS, STRAIGHT, FREE FROM DEBRIS, AND ALL SECTIONS UNBROKEN
 - DEEP VALVES SHALL HAVE NUT EXTENSIONS INSTALLED TO ELEVATION TO ACCOMMODATE STANDARD 10' KEY; BOTTOM NUT SHALL BE BOLTED TO VALVE NUT AND ONLY ONE SECTION
 - COMPACTION WITH MECHANICAL TAMPER AROUND VALVE BOX SHALL BE PLACED AND COMPACTED WITH 2' LIFTS TO ACHIEVE 95% COMPACTION



GATE VALVE BOX INSTALLATION
NOT TO SCALE



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222 North Second Street
Long & Kees Bldg
Suite 101
Minneapolis, MN
55401
612.339.3752

www.bkvgroup.com

CONSULTANTS

**BOLTON
& MENK**

2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

PROJECT TITLE

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JARED A. VOGEL, P.E.
LIC. NO. 45063

DATE XXXXXXXX

DRAWN BY	DTI
CHECKED BY	JH
COMMISSION NUMBER	2193-02

SHEET TITLE

CIVIL - EXISTING
CONDITIONS
SURVEY

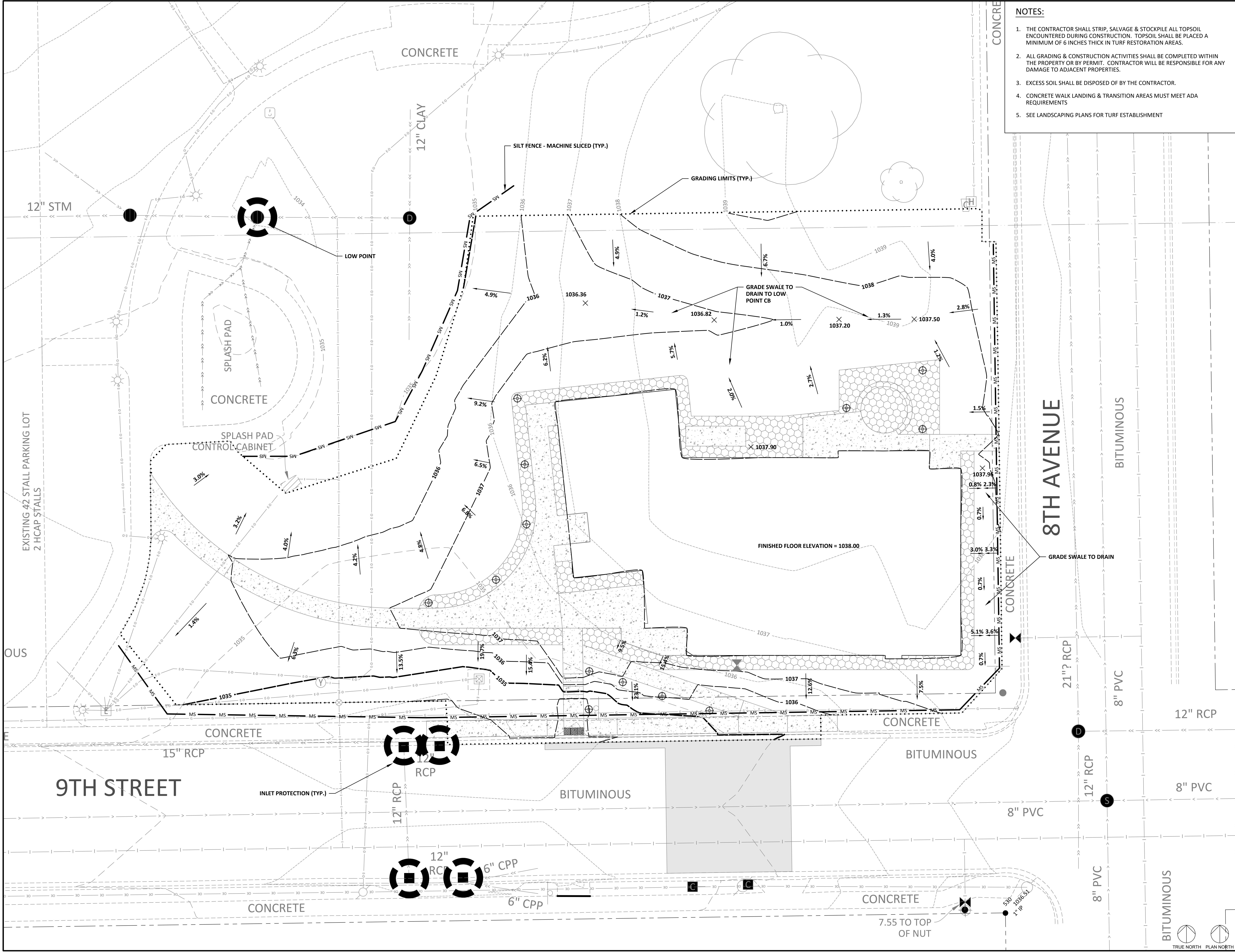
SHEET NUMBER

C102

TRUE NORTH

PLAN NORTH

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- NOTES:
1. THE CONTRACTOR SHALL STRIP, SALVAGE & STOCKPILE ALL TOPSOIL ENCOUNTERED DURING CONSTRUCTION. TOPSOIL SHALL BE PLACED A MINIMUM OF 6 INCHES THICK IN TURF RESTORATION AREAS.
 2. ALL GRADING & CONSTRUCTION ACTIVITIES SHALL BE COMPLETED WITHIN THE PROPERTY OR BY PERMIT. CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT PROPERTIES.
 3. EXCESS SOIL SHALL BE DISPOSED OF BY THE CONTRACTOR.
 4. CONCRETE WALK LANDING & TRANSITION AREAS MUST MEET ADA REQUIREMENTS
 5. SEE LANDSCAPING PLANS FOR TURF ESTABLISHMENT

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LIC. NO. 45063 DATE XX/XX/XXXX

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COMMISSION NUMBER	2193-02

SHEET TITLE

CIVIL - SITE
GRADING &
EROSION CONTROL

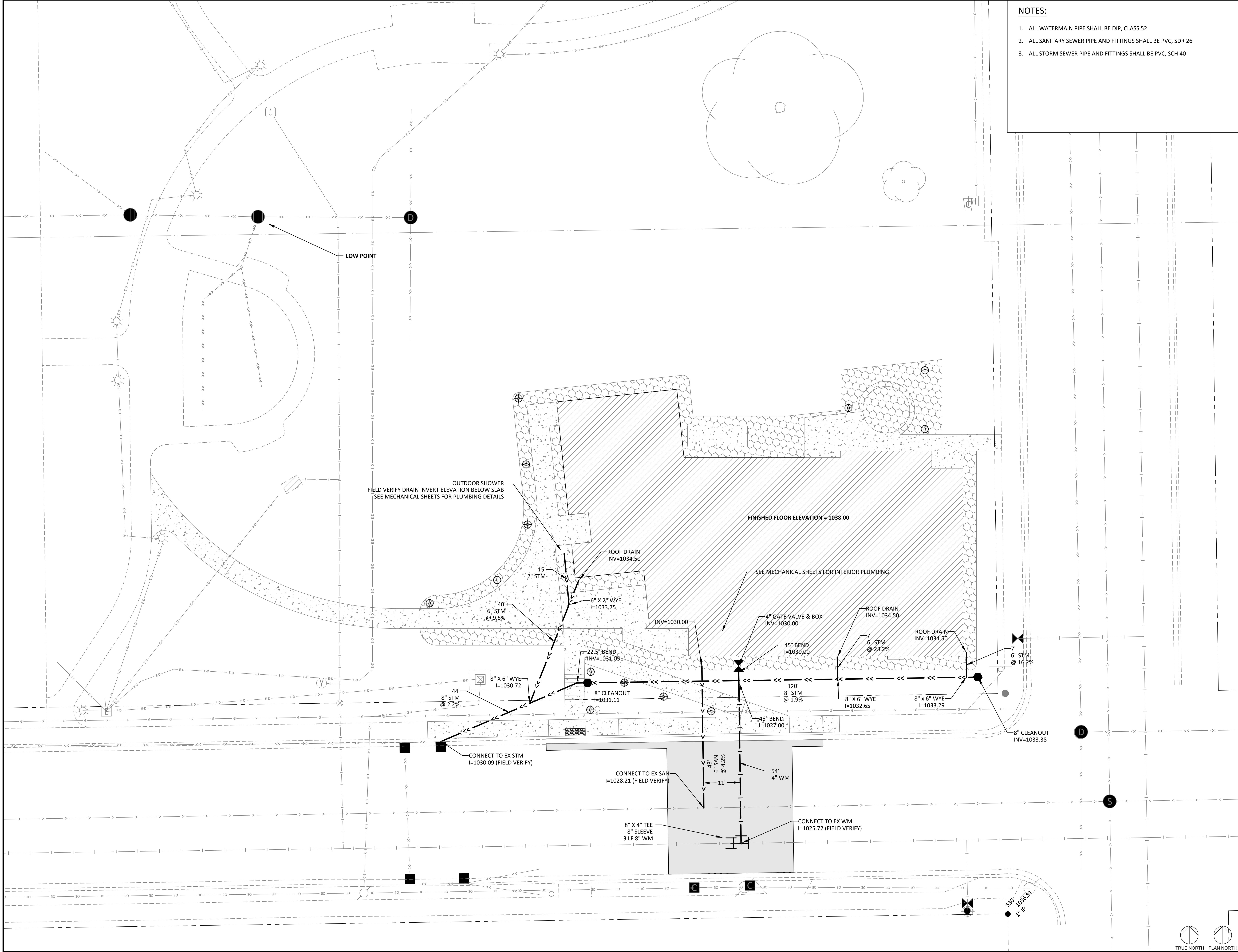
SHEET NUMBER

C103

TRUE NORTH

PLAN NORTH

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NOTES:

1. ALL WATERMAIN PIPE SHALL BE DIP, CLASS 52
2. ALL SANITARY SEWER PIPE AND FITTINGS SHALL BE PVC, SDR 26
3. ALL STORM SEWER PIPE AND FITTINGS SHALL BE PVC, SCH 40

BKV

GROUP

Architecture
Interior Design
Landscape Architecture
Engineering

222 North Second Street
Long & Kees Bldg
Suite 101
Minneapolis, MN
55401
612.339.3752

www.bkvgroup.com

CONSULTANTS

BOLTON & MENK

2040 HIGHWAY 12 EAST
WILLMAR, MINNESOTA 56201
Phone: (320) 231-3956
Email: Willmar@bolton-menk.com
www.bolton-menk.com

PROJECT TITLE

HOWARD LAKE
LIBRARY

ISSUE #	DATE	DESCRIPTION
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CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JARED A. VOGEL, P.E.
LIC. NO. 45063 DATE: XXXX/XXXX/XXXX

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COMMISSION NUMBER	2193-02

SHEET TITLE

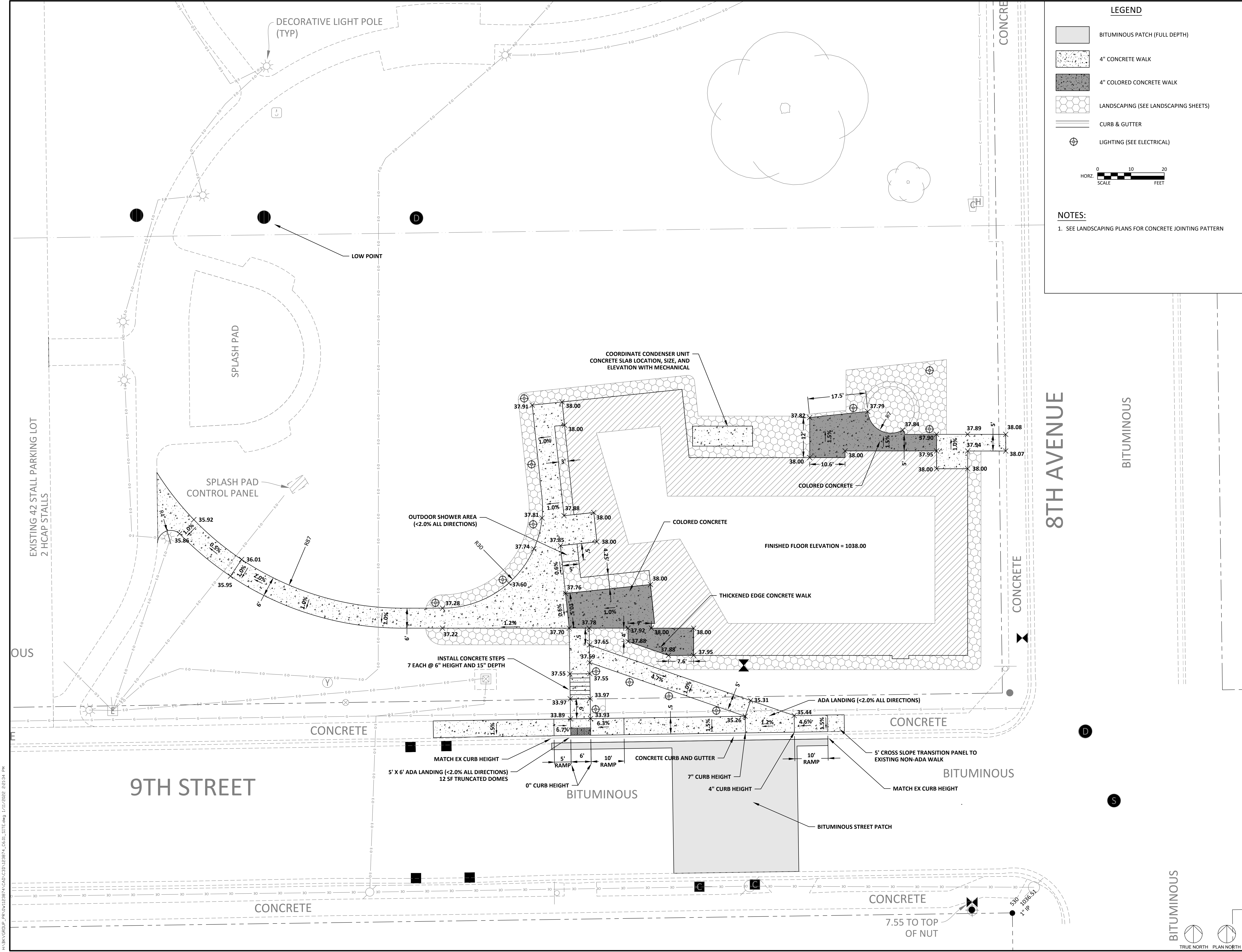
CIVIL - UTILITIES

SHEET NUMBER

C104

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LEGEND

BITUMINOUS PATCH (FULL DEPTH)

4" CONCRETE WALK

4" COLORED CONCRETE WALK

LANDSCAPING (SEE LANDSCAPING SHEETS)

CURB & GUTTER

LIGHTING (SEE ELECTRICAL)

0 10 20
HORZ. SCALE FEET

NOTES:
1. SEE LANDSCAPING PLANS FOR CONCRETE JOINTING PATTERN

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SHEET TITLE

CIVIL - SITE PLANS

SHEET NUMBER

C105

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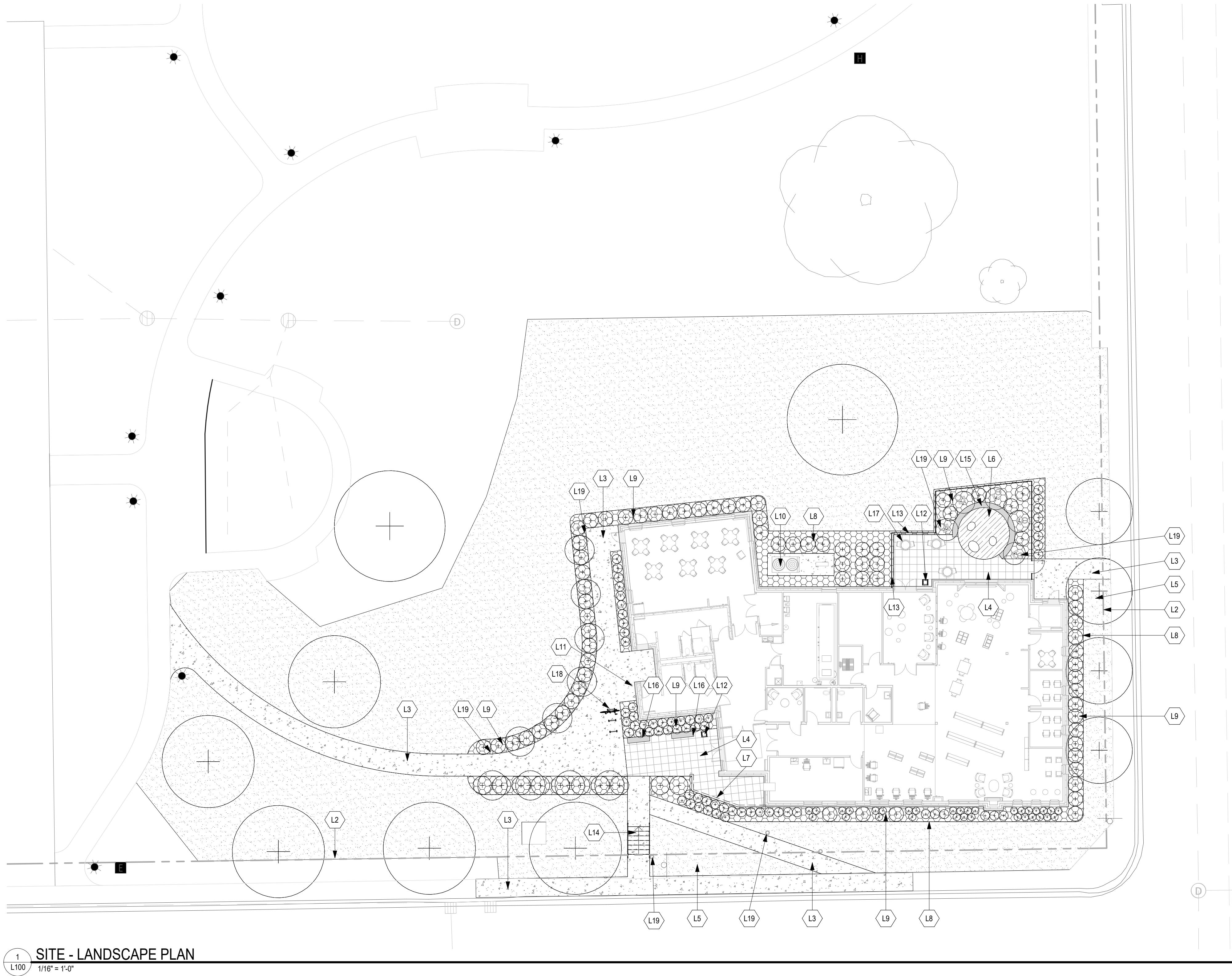
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HOWARD LAKE LIBRARY LANDSCAPE DRAWINGS



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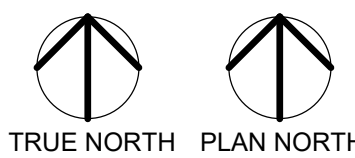


KEY NOTES:

- L2 PROPERTY LINE
L3 SURFACE TREATMENT #1: CAST IN PLACE PLAIN CONCRETE: BROOM FINISH-TYP; JOINTING PER SIDEWALK WIDTH AND ON LAYOUT AND SURFACING PLANS
L4 SURFACE TREATMENT #2: CAST IN PLACE COLORED CONCRETE: 'SPLIT ROCK CPC-142L' BY CEMSTONE; TOOLED JOINTS @7' O.C. SPACING EACH WAY; LIGHT BROOM FINISH
L5 TURFGRASS, SOD; IRRIGATED LIMITED TO AREAS OF DISTURBANCE, TYP.
L6 SYNTHETIC TURF, SYNLAWN 'SYNAUGUSTINE 347', INSTALLED AT GRADE PER MANUFACT. SPEC(S), SEE 6 AND 7/L300
L7 TURNED DOWN SLAB EDGE EXTENTS, SEE 8/L300
L8 STEEL EDGER, PRE-FINISHED BLACK, ALL LOCATIONS WHERE PLANTING BEDS MEET SODDED LAWNS, SEE 3/L300
L9 ROCK MULCH PLANTING BED, BUFF LIMESTONE, 3/4\" CLEEN WITH FABRIC UNDERLAYMENT, 12\" MIN DEPTH PLANTING SOIL MIX, 3\" MIN DEPTH ROCK MULCH, AUTOMATED DRIP IRRIGATION, INCLUDE EDGER WHERE PLANT BED MEETS SOD, SEE 3/L300
L10 ELECTRICAL/MECHANICAL EQUIPMENT PAD, SEE MECH. FOR EQUIPMENT
L11 EXTERIOR SHOWER HEAD, SEE PLUMBING FOR FIXTURE, CIVIL FOR DRAINAGE
L12 EXTERIOR TRASH RECEPTACLE, CITY OF HOWARD LAKE STANDARD, INSTALLED PER CITY STANDARDS (2 TOTAL UNITS)
L13 42\" STEEL PICKET FENCE, AMERISTAR MONTAGE PLUS MAJESTIC STYLE 2 RAIL, BLACK POWDERCOATED FINISH, MATCHING 42\" GATE WITH PANIC HARDWARE AND TAMPER PROOF MESH, INSTALLED AT GRADE PER MANUFACT. SPEC(S)
L14 CIP PLAIN CONCRETE EXTERIOR STAIR, DUAL SIDED HANDRAILS, PREFINISHED BLACK COLOR, SEE 5/L300
L15 ARCHED SEAT WALL BENCH (A), WAUSAU TILE SEAT WALL BENCH, 'A38 NIGHT' COLOR, ACID WASH FINISH, INSTALLED PER MANUFACT. SPEC(S), SEE 9/L300
L16 STRAIGHT SEAT WALL BENCH (B), WAUSAU TILE SEAT WALL BENCH, 'A38 NIGHT' COLOR, 72\" LENGTH, ACID WASH FINISH, SURFACE MOUNT PER MANUFACT. SPEC(S) (2 TOTAL UNITS), SEE 9/L300
L17 MOVEABLE CAFE TABLES AND CHAIRS, FFE BY OWNER
L18 BIKE RACKS, 'HOCIP BY DERO, BLACK POWDERCOAT FINISH, INCLUDE CITY OF HOWARD LAKE LOGO, SURFACE MOUNT PER MANUFACT. SPEC(S), (6 TOTAL UNITS)
L19 SITE LIGHTING, SHOWN FOR REFERENCE, SEE ELEC.

GRAPHIC LEGEND:

- STANDARD PLAIN CONCRETE
WALK, BROOM FINISH, TYP.
- TURFGRASS, SOD, IRRIGATED,
TYP.
- COLORED CONCRETE,
CEMSTONE SPLIT ROCK
CPC-142L, BROOM FINISH, TYP.
- ROCK MULCH, BUFF LIMESTONE,
3/4\" CLEEN, 3\" MIN DEPTH WITH
FABRIC UNDERLAYMENT
- SYNTHETIC TURF, SYNLAWN
'SYNAUGUSTINE A-47'



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PROJECT TITLE

HOWARD LAKE LIBRARY

ISSUE #	DATE	DESCRIPTION
	09/24/2021	DESIGN DEVELOPMENT

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CONSTRUCTION

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CHECKED BY	BH
COMMISSION NUMBER	2193-02

SHEET TITLE

SITE - LANDSCAPE PLAN

SHEET NUMBER

L100

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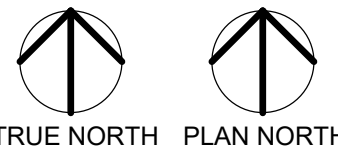
1 SITE - PLANTING PLAN
L101 1/16" = 1'-0"

PROPOSED PLANT SCHEDULE:

QTY	SYM	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE
PERENNIALS/VINES/ANNUALS				
55	ca	KARL FORESTER GRASS	Calamagrostis x acutiflora 'Karl Forester'	#1 CONT.
6	nb	BLUE ANGEL HOSTA	Hosta 'Blue Angel'	#1 CONT.
32	ss	LITTLE BLUESTEM 'Blue Heaven'	Schizachyrium scoparium 'Miniblow A' (PP17, 310)	#1 CONT.
DECIDUOUS TREES				
4	GB	PRINCETON SENTRY GINKGO	Ginkgo biloba 'Princeton Sentry'	2.5" CAL.
2	GD	KENTUCKY ESPRESSO COFFEE TREE (ALTERNATE)	Gymmodicus dioicus 'Espresso-JFS'	2.5" CAL.
3	GT	SKYLINE HONEYLOCUST	Gleditsia triacanthos var. inermis 'Skycole'	2.5" CAL.
5	MA	EMERALD SPIRE CRABAPPLE	Malus x adstringens 'Jedgreen'	2" CAL.
10	PT	MOUNTAIN SENTINEL ASPEN	Populus tremuloides 'JFS-Colum'	2" CAL.
DECIDUOUS SHRUBS				
22	Ac	ALPINE CURRANT	Ribes alpinum	#5 CONT.
Ca		SUGARTINA CLETHRA	Clethra alnifolia 'Crystalina' (PP21, 561)	#2 CONT.
3	Os	ARCTIC FIRE DOGWOOD	Cornus stolonifera 'Farrow' (PP18, 523)	#5 CONT.
14	Ds	BUTTERFLY BUSH HONEYSUCKLE	Diervilla sessilifolia 'Butterfly'	#5 CONT.
10	Ra	GRO LOW SUMAC	Rhus aromatica 'Gro Low'	#5 CONT.
12	Ss	SEM FALSE SPIREA	Sorbaria sorbifolia 'Sem'	#5 CONT.
CONIFEROUS TREES				
2	PA	NORWAY SPRUCE (ALTERNATE)	Picea abies	8' B&B
CONIFEROUS SHRUBS				
3	Jc	HOLMSTRUP ARBORVITAE	Thuja occidentalis 'Holmstrup'	#15 CONT.
13	Jc	MANEY JUNIPER	Juniperus chinensis 'Maney'	#5 CONT.

GRAPHIC LEGEND:

STANDARD PLAIN CONCRETE WALK, BROOM FINISH, TYP.	TURFGRASS, SOD, IRRIGATED, TYP.	COLORLED CONCRETE, CEMENT-SPLIT ROCK, CPC-142L, BROOM FINISH, TYP.
ROCK MULCH, BUFF LIMESTONE, 3/4" CLEAN, 3" MIN. DEPTH WITH FABRIC UNDERLAYMENT	SYNTHETIC TURF, SYNLAWN 'SYNAUGUSTINE X-47'	



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SHEET TITLE

SITE - PLANTING PLAN

SHEET NUMBER

L101

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PROJECT TITLE

HOWARD LAKE
LIBRARY

ISSUE #	DATE	DESCRIPTION
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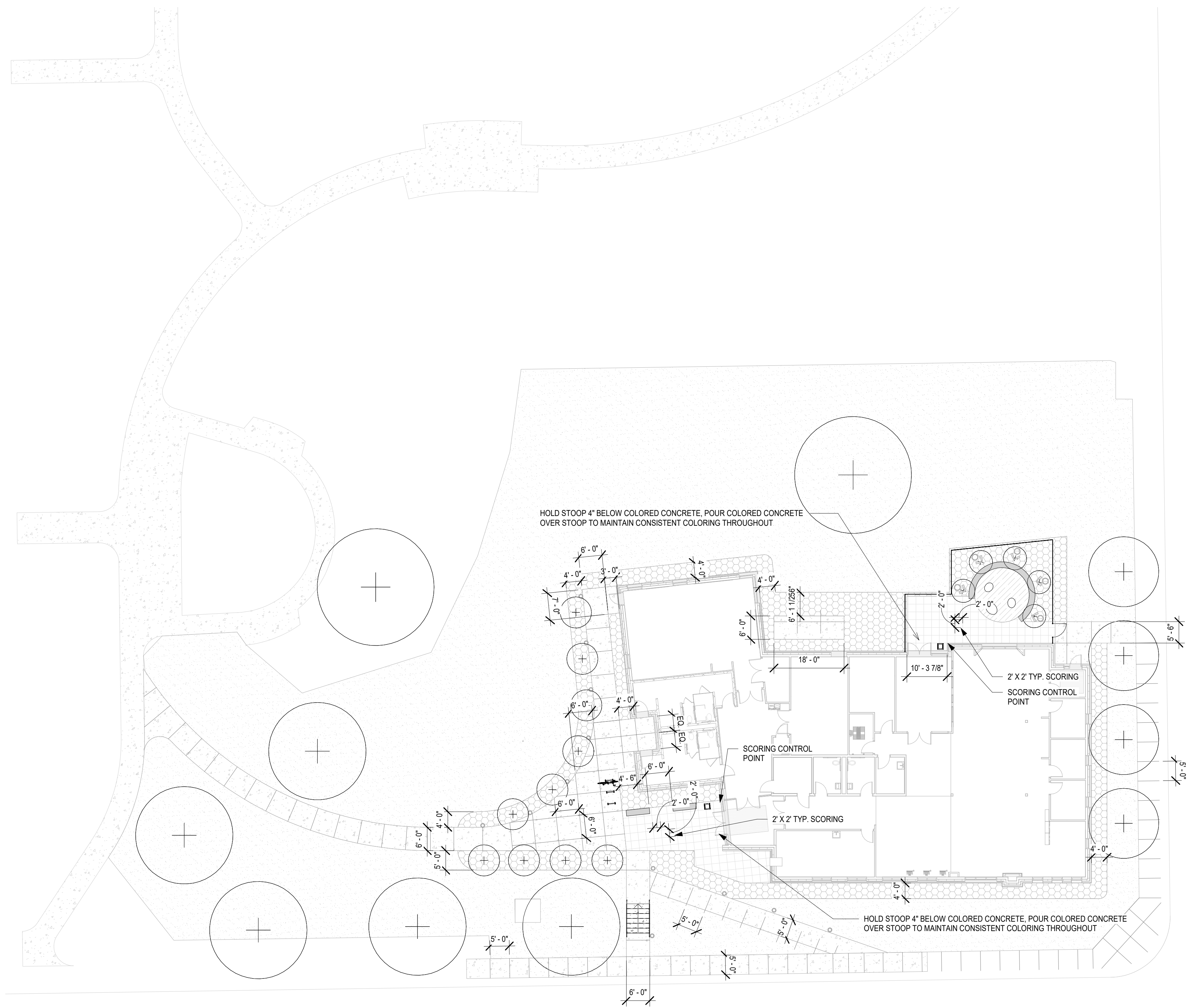
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SHEET TITLE

SITE - LAYOUT
AND SURFACING
PLAN

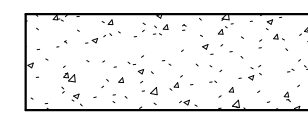
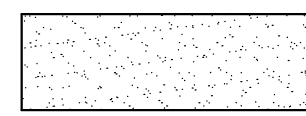
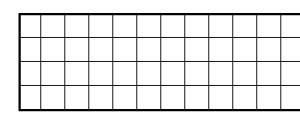
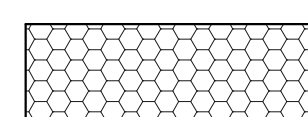
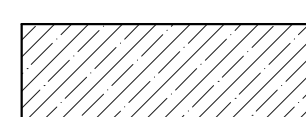
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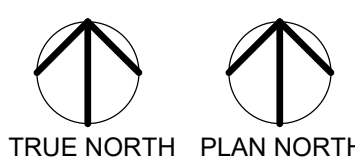
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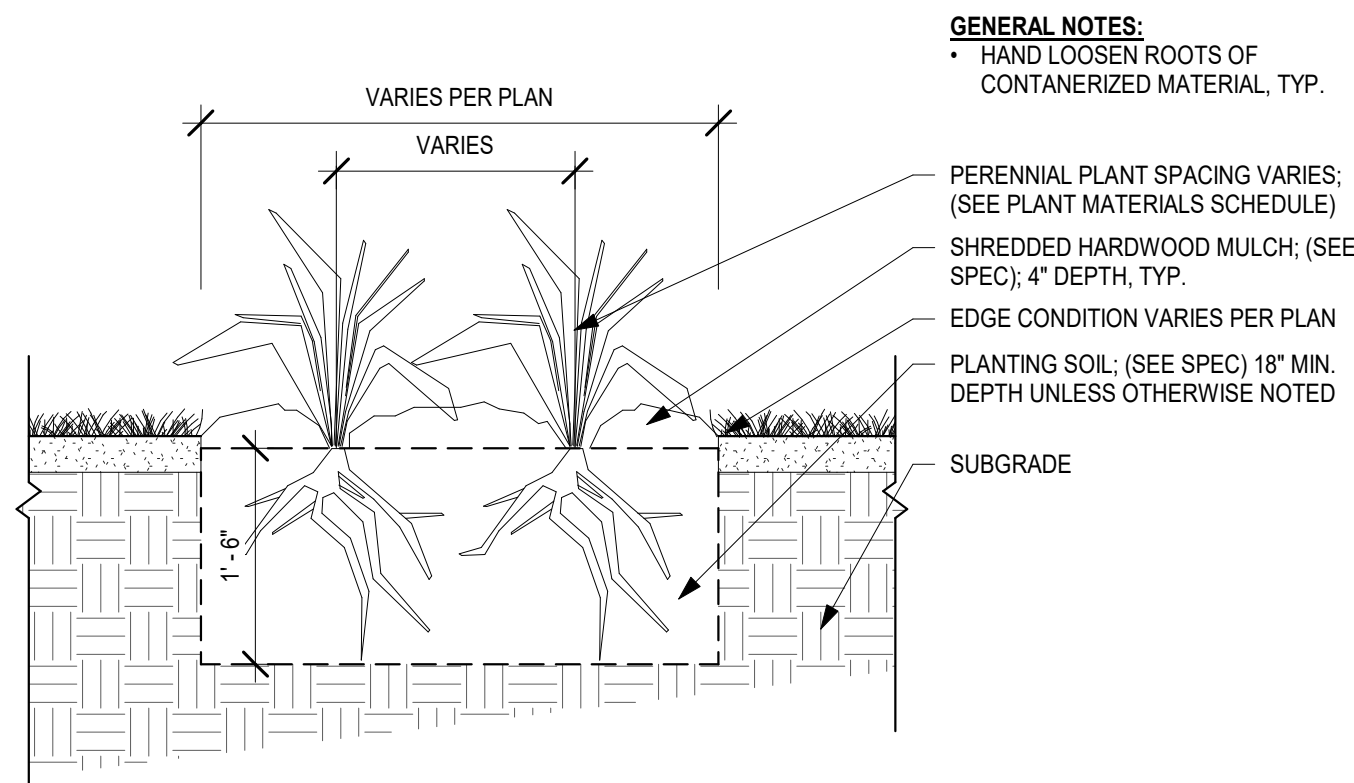


1 SITE - LAYOUT AND SURFACING PLAN
L200 1/16\"/>

GRAPHIC LEGEND:

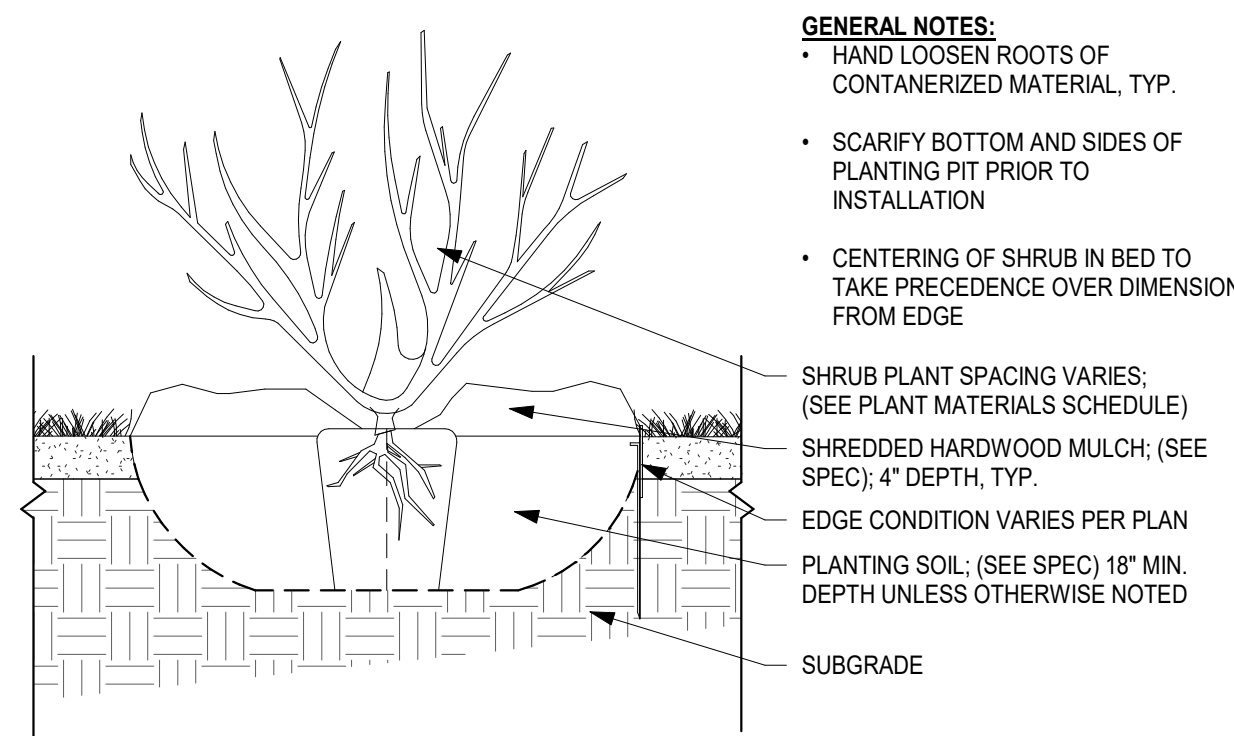
 STANDARD PLAIN CONCRETE WALK, BROOM FINISH, TYP.	 TURFGRASS, 500, IRRIGATED, TYP.	 COLORED CONCRETE, CEMENT-SPLIT ROCK CPC-142L, BROOM FINISH, TYP.
 ROCK MULCH, BUFF LIMESTONE, 3/4\"/>	 SYNTHETIC TURF, SYNLAWN SYNAUGUSTINE X-47	





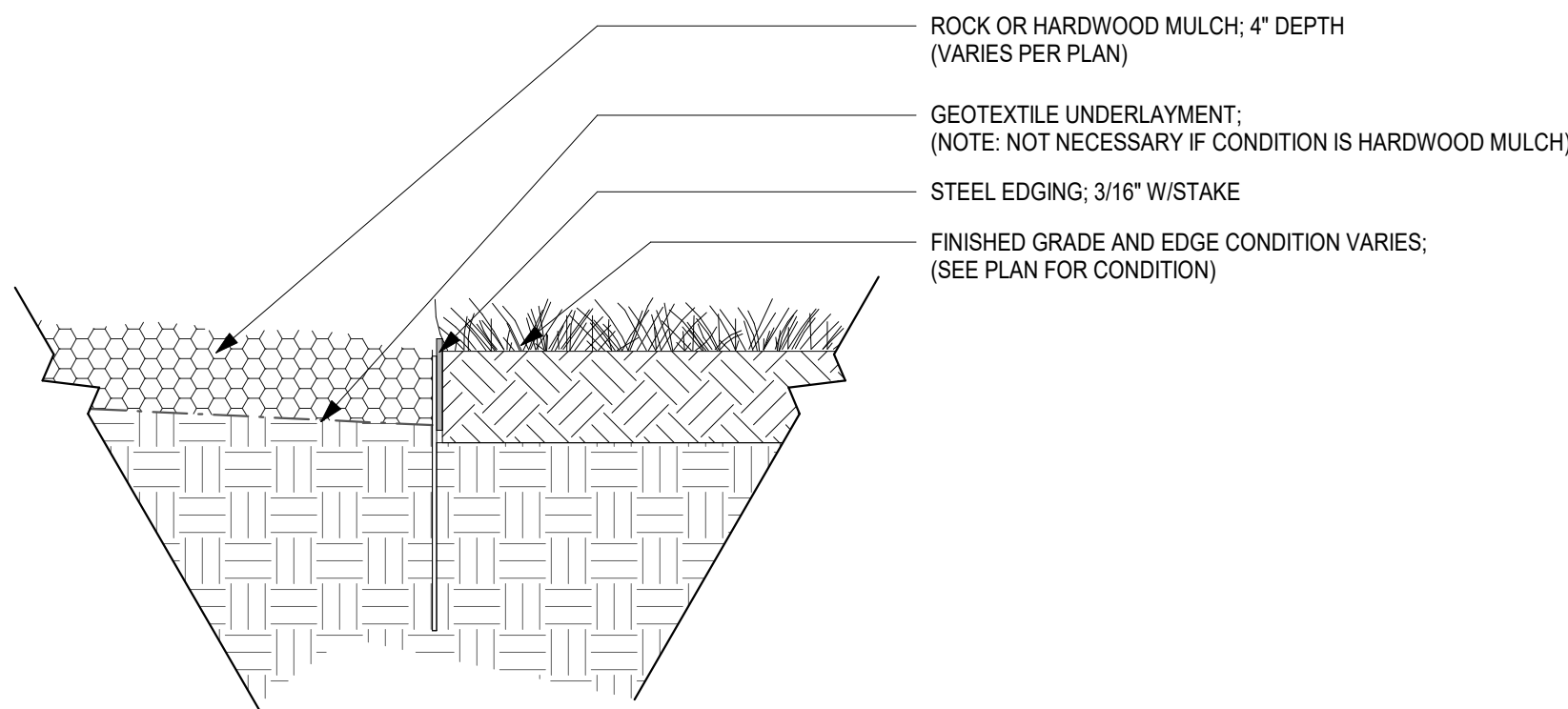
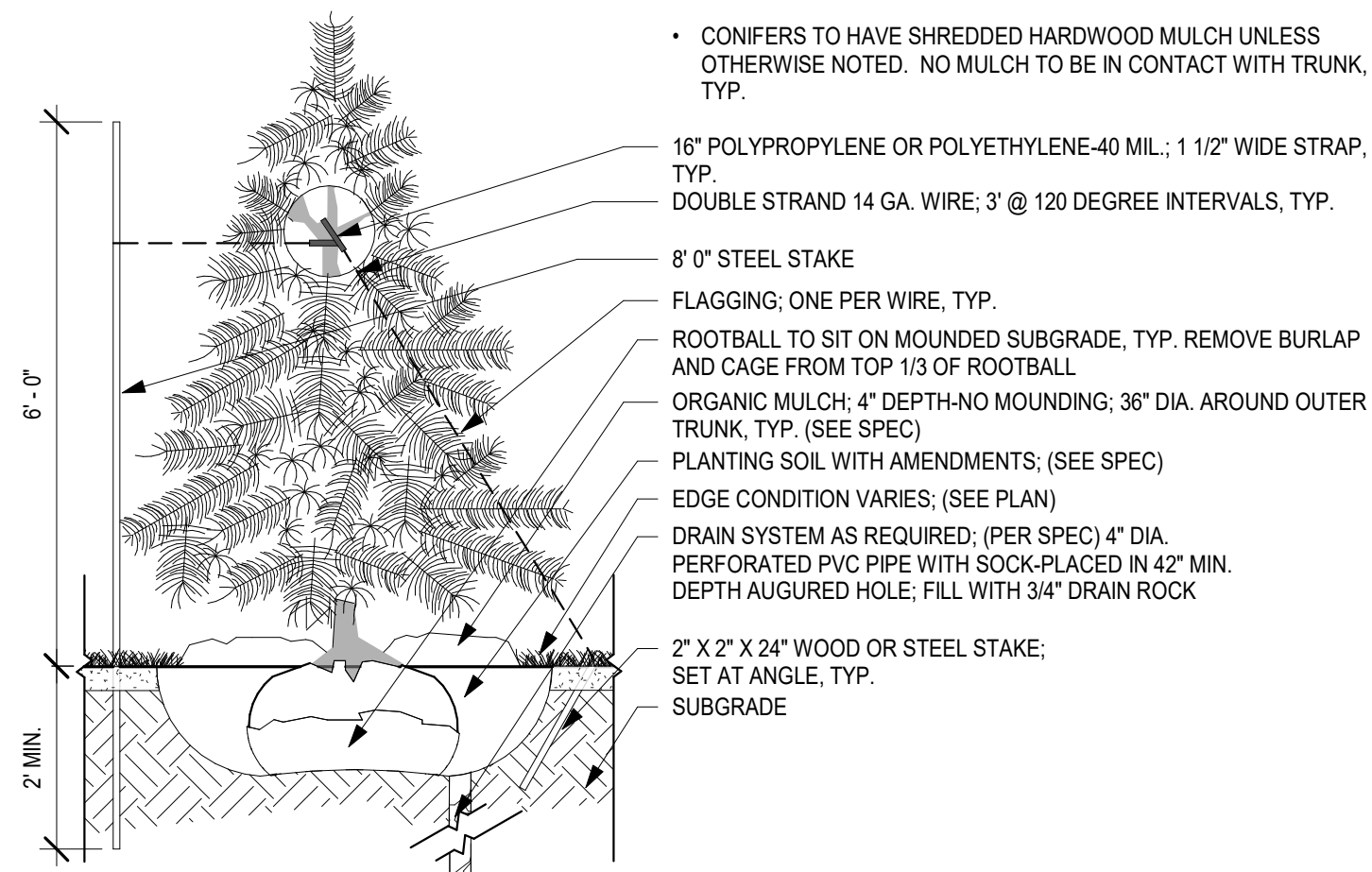
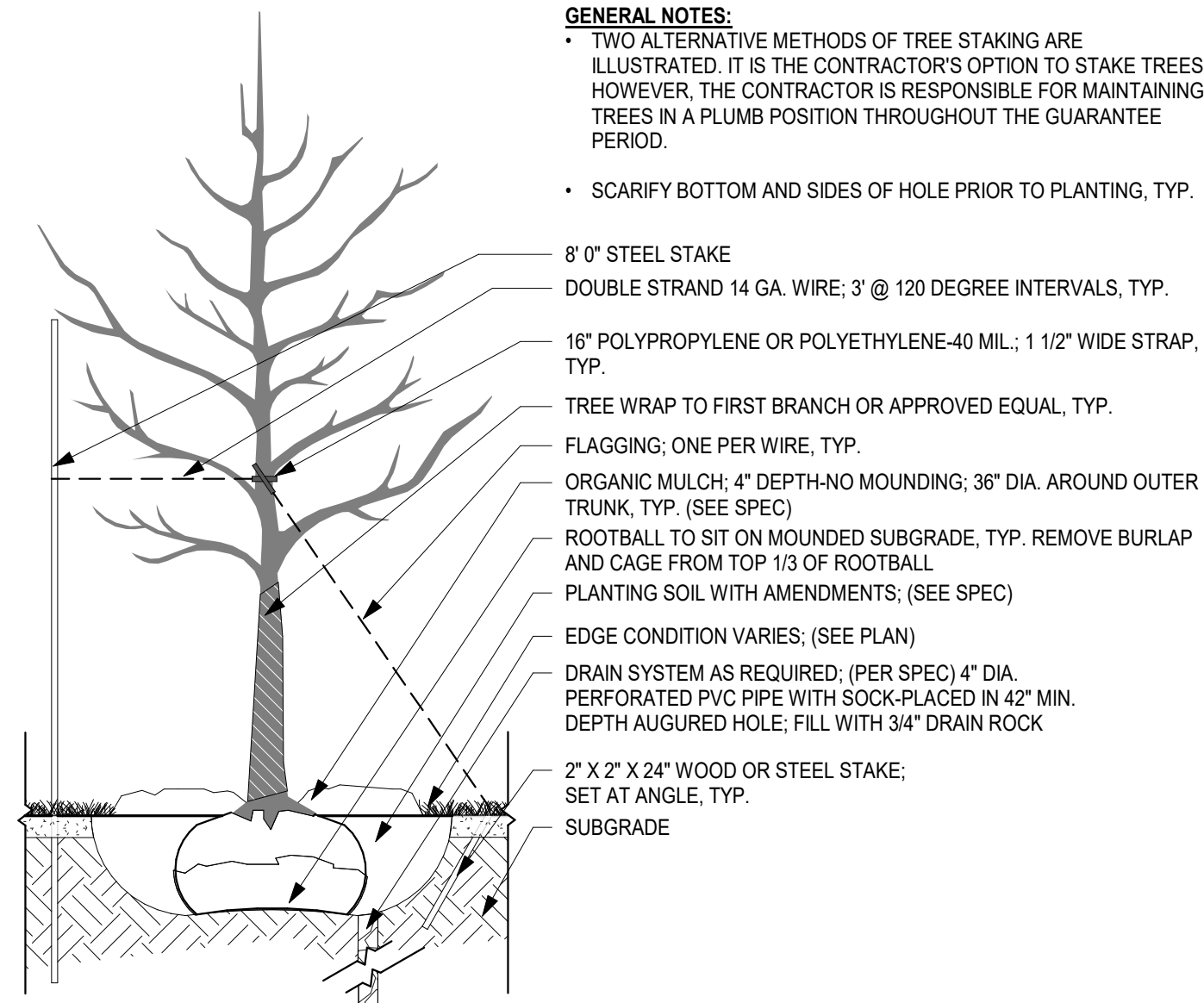
1
L300
3/4" = 1'-0"

SHRUB AND PERENNIAL PLANTING DETAILS-TYP.



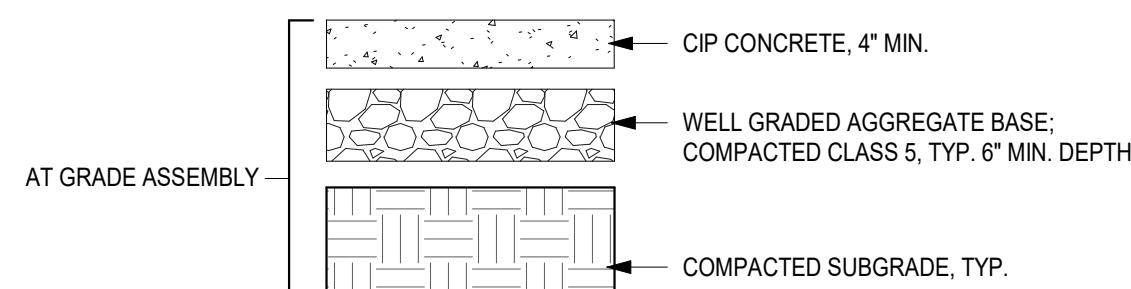
2
L300
1/2" = 1'-0"

TREE PLANTING DETAILS-TYP.



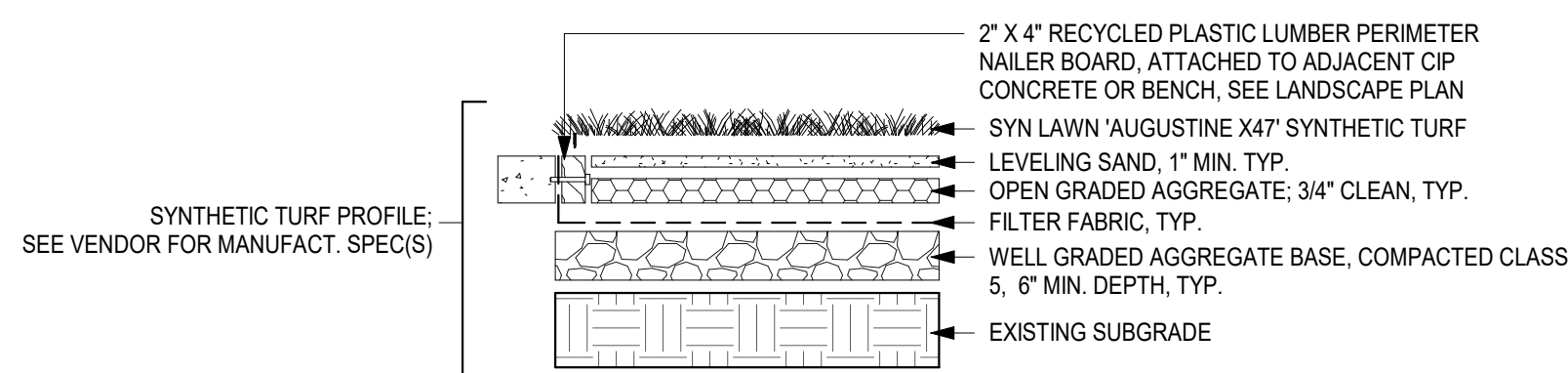
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L300
1 1/2" = 1'-0"

STEEL EDGER DETAIL



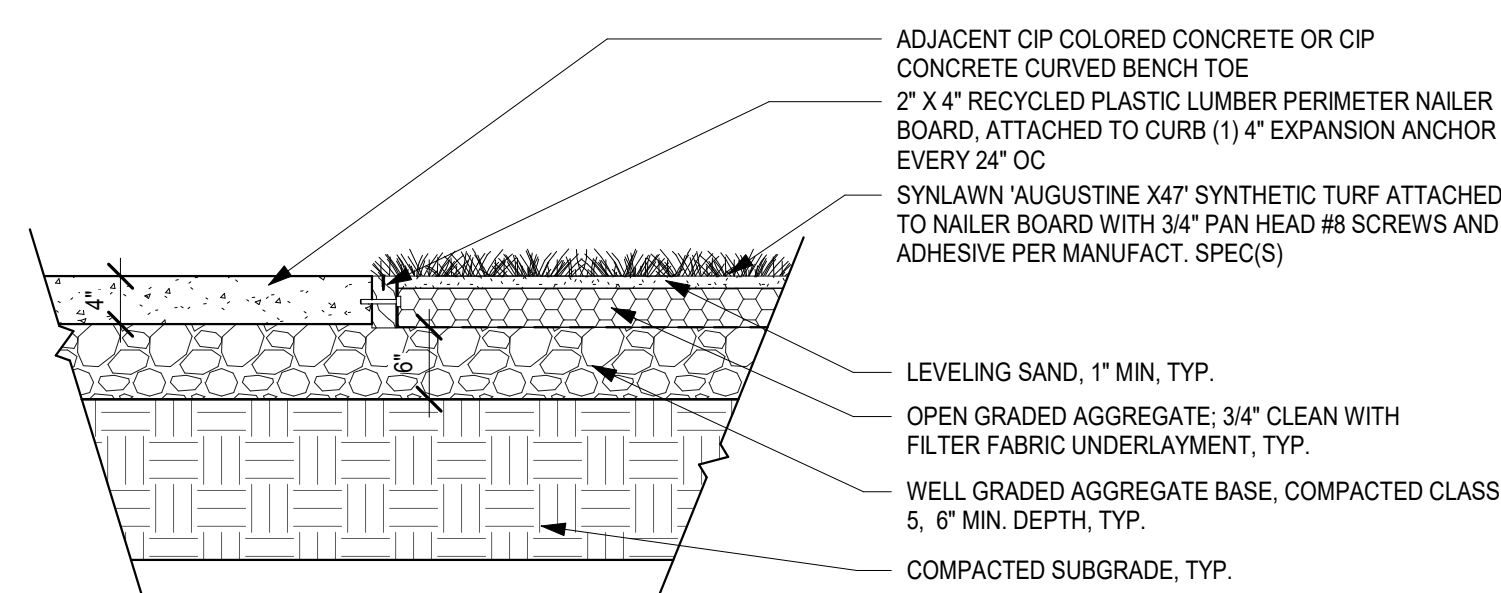
4
L300
3/4" = 1'-0"

CIP CONCRETE PROFILE - TYP.



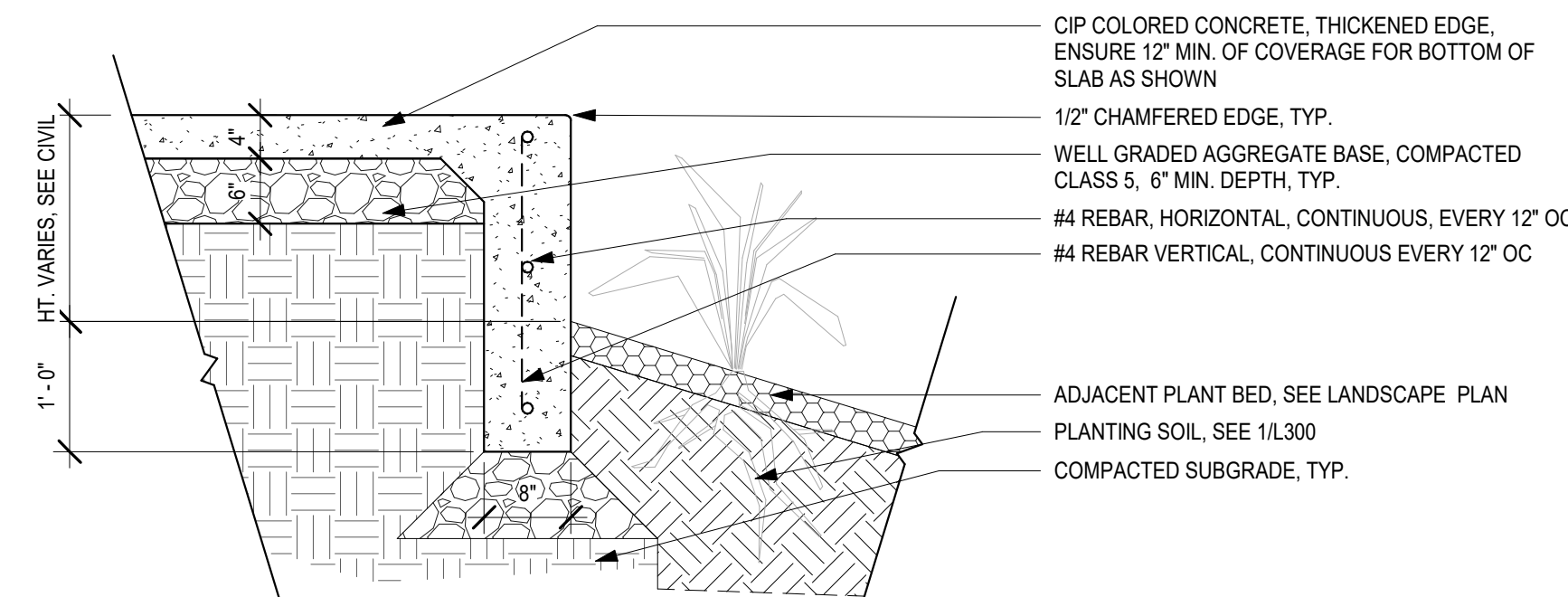
6
L300
3/4" = 1'-0"

SYNTHETIC TURF DETAIL - PROFILE TYP.



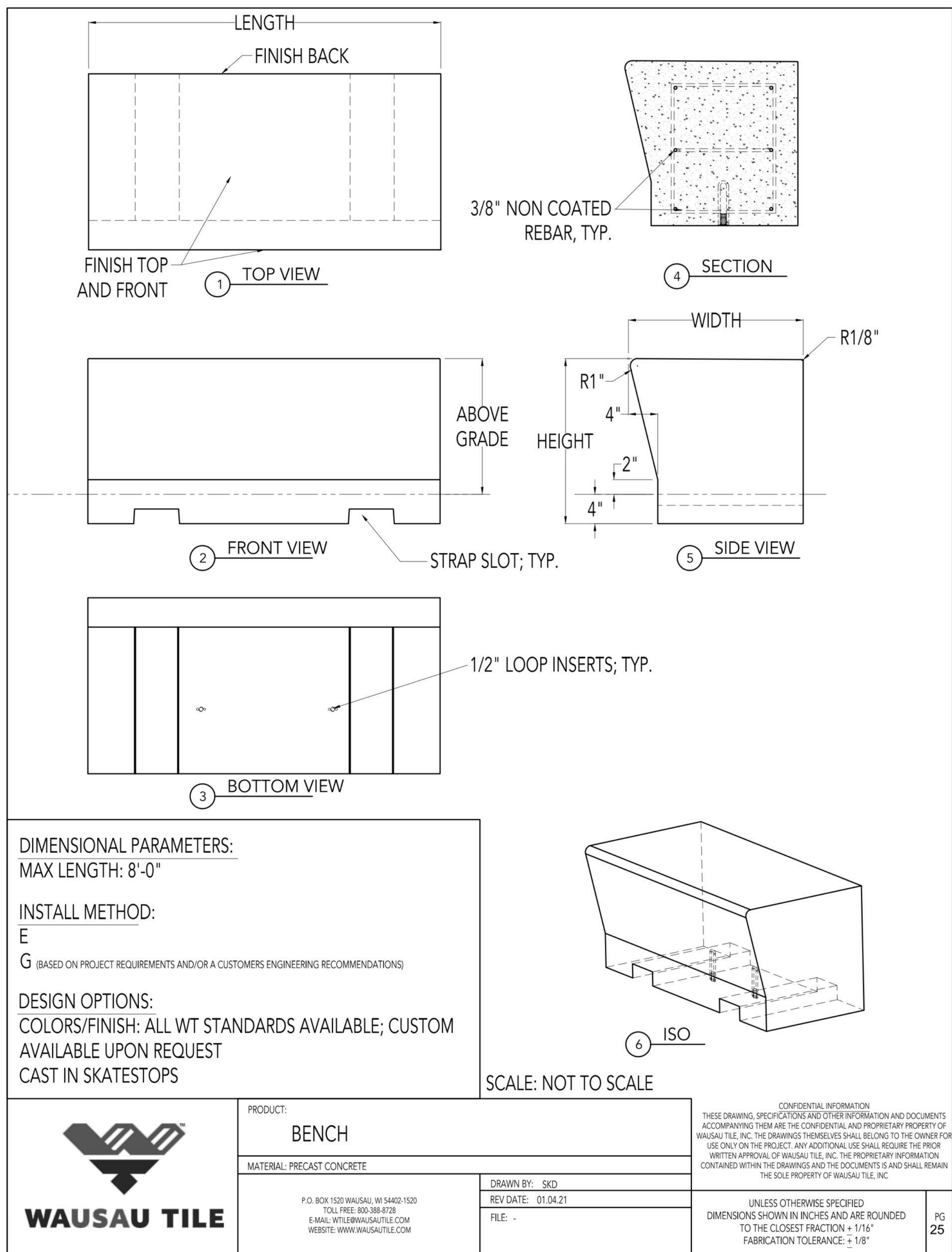
7
L300
3/4" = 1'-0"

SYNTHETIC TURF TRANSITION DETAIL - TYP.



8
L300
3/4" = 1'-0"

CIP CONCRETE TURNED DOWN SLAB - TYP.



9
L300
3/4" = 1'-0"

CIP CONCRETE BENCH CUTSHEETS - SHOWN FOR REFERENCE

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HOWARD LAKE LIBRARY ARCHITECTURAL DRAWINGS



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1
A010

ARCHITECTURAL SITE PLAN

1/16" = 1'-0"

9TH AVENUE

9TH AVENUE

9TH STREET

8TH AVENUE

EXISTING
PARKING LOT
AS09

EXISTING
SPLASH PAD

SEE CIVIL FOR WORK
SCOPE BOUNDARY

PROPOSED HOWARD LAKE LIBRARY
-6970SF, FFE = 1036.00'

SITE PLAN GENERAL NOTES

1. REFER TO SITE SURVEY FOR EXISTING TOPOGRAPHY, UTILITIES, AND OTHER PERTINENT INFORMATION.
2. DO NOT SCALE THE DRAWINGS. WHERE DIMENSIONS ARE NOT PROVIDED OR ARE UNCLEAR, REQUEST CLARIFICATION FROM THE ARCHITECT.
3. CONTRACTORS SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND FIELD CONDITIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
4. REFER TO 'C' SERIES (CIVIL) DRAWINGS FOR SITE DEMOLITION, EROSION CONTROL, SITE GRADING, UTILITIES, STORMWATER, AND SITE PAVING.
5. REFER TO 'L' SERIES (LANDSCAPE) DRAWINGS FOR LANDSCAPE PLANTINGS, SPECIALTY PAVING, FLAG POLES, AND SITE FURNISHINGS.
6. REFER TO 'E' SERIES (ELECTRICAL) DRAWINGS FOR SITE LIGHTING AND SITE POWER.
7. REFER TO 'M' AND 'P' SERIES (MECHANICAL & PLUMBING) DRAWINGS FOR BUILDING STORM WATER, SEWER, AND OTHER CONNECTION LOCATIONS.
8. REFER TO GEOTECHNICAL REPORT PROVIDED IN PROJECT MANUAL FOR MORE INFORMATION. CONCRETE APRONS/SLOOPS AT EXTERIOR SIDE OF DOOR THRESHOLDS AND SILL SHALL BE 1/2 INCH LOWER THAN INTERIOR FLOOR. AND SLOPE AWAY FROM BUILDING AT 1/4 INCH PER FOOT MINIMUM.
9. THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE NOT LESS THAN 5% FOR A MINIMUM DISTANCE OF TEN FEET MEASURED FROM THE PERPENDICULAR FACE OF THE BUILDING WALL. REFER TO CIVIL FOR ADDITIONAL GRADING REQUIREMENTS.
10. FINISHED FLOOR ELEVATION 100' - 0" = 1036' - 00".
11. SEE CIVIL FOR RELEVANT SETBACKS & WORK SCOPE BOUNDARY.

KEYNOTES - ARCHITECTURAL SITE

- AS01 BITUMINOUS STREET PATCH. SEE CIVIL.
AS02 STRUCTURAL STOOP SLAB UNDER COLORED CONCRETE. SEE STRUCT AND ARCH DETAILS.
AS03 CONCRETE SIDEWALK.
AS04 COLORED CONCRETE PLAZA. SEE LANDSCAPE FOR JOINT PATTERN & FINISH.
AS05 EXISTING PARKING LOT TO REMAIN.
AS06 EXISTING CONCRETE SIDEWALK TO REMAIN.
AS07 CONCRETE CURB AND GUTTER. SEE CIVIL.
AS08 ADA LANDING/TRUNCATED DOMES. SEE CIVIL.
AS09 EXISTING TRANSFORMER TO REMAIN.
AS10 TIE INTO EXISTING SIDEWALK. SEE CIVIL FOR ELEVATIONS.
AS11 LIGHT BOLLARD. SEE LANDSCAPE AND ELECTRICAL.
AS12 CONCRETE STAIRS & HANDRAILS. SEE LANDSCAPE FOR HANDRAIL INFO.
AS13 CONCRETE SEATING WALL, SEATING ELEMENTS, AND TURF. SEE LANDSCAPE.
AS14 FENCING & GATE. SEE LANDSCAPE.
AS15 CONCRETE BENCH. SEE LANDSCAPE.
AS16 TRASH/RECYCLING RECEPTACLE. SEE LANDSCAPE.
AS17 BIKE RACKS. SEE LANDSCAPE.
AS18 TURNED DOWN SLAB EDGE. SEE LANDSCAPE/STRUCT.
AS19 ADA PUSH PLATE OPERATOR PEDESTAL. SEE FLOOR PLAN FOR LOCATION DIMENSIONS.
AS20 OUTDOOR FREESTANDING SHOWER. REFER TO MANUFACTURER FOR MOUNTING. SEE FLOOR PLAN FOR DIMENSIONS.
AS21 UPLIGHT FOR LANDSCAPING. CONTRACTOR TO COORDINATE FINAL LOCATION W/ LANDSCAPE ARCHITECT & ARCHITECT.
AS22 CONCRETE SLAB ON GRADE FOR MECH EQUIP.
AS23 CONCRETE STOOP SLAB. SEE STRUCT.
AS24 CONCRETE SLOPED SIDEWALK, MAX 5% SLOPE. SEE CIVIL FOR GRADING.
AS25 EXTEND CONDUIT FOR FUTURE USE. SEE ELEC.

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PROJECT TITLE

HOWARD LAKE
LIBRARY

ISSUE #	DATE	DESCRIPTION
	12/28/2021	QA/QC SET

CERTIFICATION

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COMMISSION NUMBER	2193-02

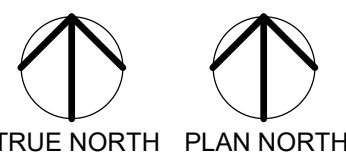
SHEET TITLE

OVERALL SITE
PLAN

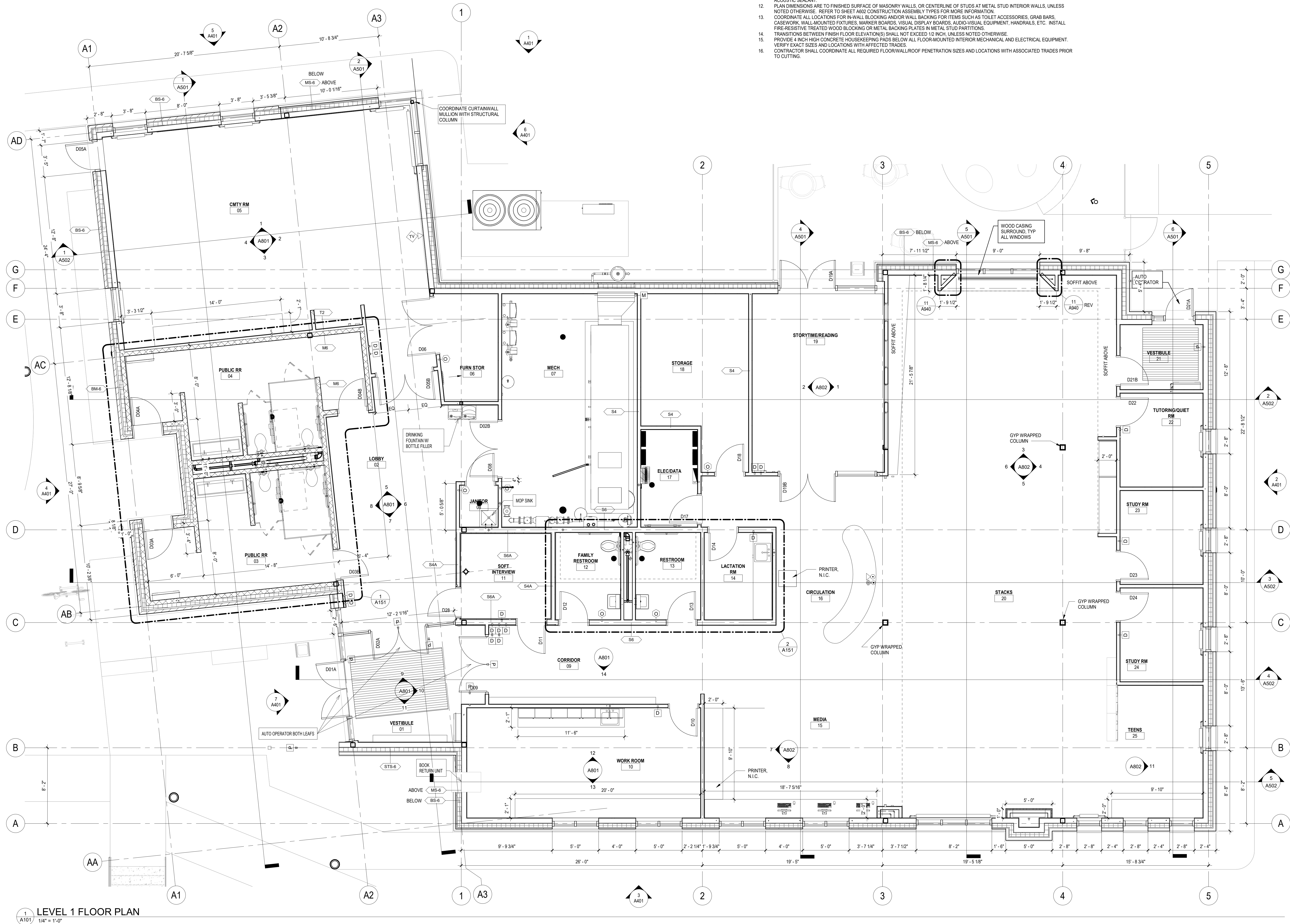
SHEET NUMBER

A010

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1 LEVEL 1 FLOOR PLAN
A101 1/4" = 1'-0"

FLOOR PLAN GENERAL NOTES

1. GENERAL NOTES APPLY TO ALL DRAWING SHEETS.
2. DO NOT SCALE THE DRAWINGS. WHERE DIMENSIONS ARE NOT PROVIDED OR ARE UNCLEAR, REQUEST CLARIFICATION FROM THE ARCHITECT.
3. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES UPON DISCOVERY.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL BUILDING CODES. COMPLIANCE WITH ALL APPLICABLE CODES WILL BE REQUIRED TO BE MET OR EXCEEDED.
5. REFER TO REFLECTED CEILING PLANS FOR CEILING HEIGHTS AND CEILING FINISHES.
6. REFER TO CODE PLANS FOR LOCATIONS OF FIRE EXTINGUISHER CABINETS.
7. REFER TO INTERIOR FINISH PLANS AND ROOM FINISH SCHEDULE FOR ROOM FINISHES.
8. REFER TO INTERIOR FURNITURE PLANS FOR FURNITURE/FIXTURE LAYOUT.
9. REFER TO SHEET G140 FOR TYPICAL MOUNTING ELEVATIONS.
10. ARCHITECTURAL FINISHED FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB ON GRADE.
11. UNLESS NOTED OTHERWISE, ALL INTERIOR WALLS SHALL EXTEND UP TO UNDERSIDE OF FLOOR OR ROOF ABOVE WITH MINERAL WOOL ACOUSTIC BATT INSULATION. SCRIBE GYPSUM BOARD TO IRREGULARITIES OF DECK ABOVE AND SEAL AROUND ALL PENETRATIONS WITH ACOUSTIC SEALANT.
12. PLAN DIMENSIONS ARE TO FINISHED SURFACE OF MASONRY WALLS, OR CENTERLINE OF STUDS AT METAL STUD INTERIOR WALLS, UNLESS NOTED OTHERWISE. REFER TO SHEET A602 CONSTRUCTION ASSEMBLY TYPES FOR MORE INFORMATION.
13. COORDINATE ALL LOCATIONS FOR IN-WALL BLOCKING AND/OR WALL BACKING FOR ITEMS SUCH AS TOILET ACCESSORIES, GRAB BARS, CASEWORK, WALL-MOUNTED FIXTURES, MARKER BOARDS, VISUAL DISPLAY BOARDS, AUDIO-VISUAL EQUIPMENT, HANDRAILS, ETC. INSTALL FIRE-RESISTIVE TREATED WOOD BLOCKING OR METAL BACKING PLATES IN METAL STUD PARTITIONS.
14. TRANSITIONS BETWEEN FINISH FLOOR ELEVATION(S) SHALL NOT EXCEED 1/2 INCH, UNLESS NOTED OTHERWISE.
15. PROVIDE 4 INCH HIGH CONCRETE HOUSEKEEPING PADS BELOW ALL FLOOR-MOUNTED INTERIOR MECHANICAL AND ELECTRICAL EQUIPMENT. VERIFY EXACT SIZES AND LOCATIONS WITH AFFECTED TRADES.
16. CONTRACTOR SHALL COORDINATE ALL REQUIRED FLOOR/WALL/ROOF PENETRATION SIZES AND LOCATIONS WITH ASSOCIATED TRADES PRIOR TO CUTTING.

KEYNOTES - ARCHITECTURAL

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CERTIFICATION

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CONSTRUCTION

DRAWN BY: Author
CHECKED BY: Checker
COMMISSION NUMBER: 2193-02

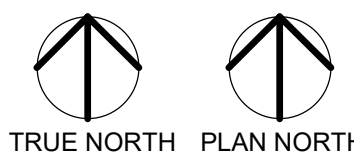
SHEET TITLE

LEVEL 1 -
OVERALL FLOOR
PLAN

SHEET NUMBER

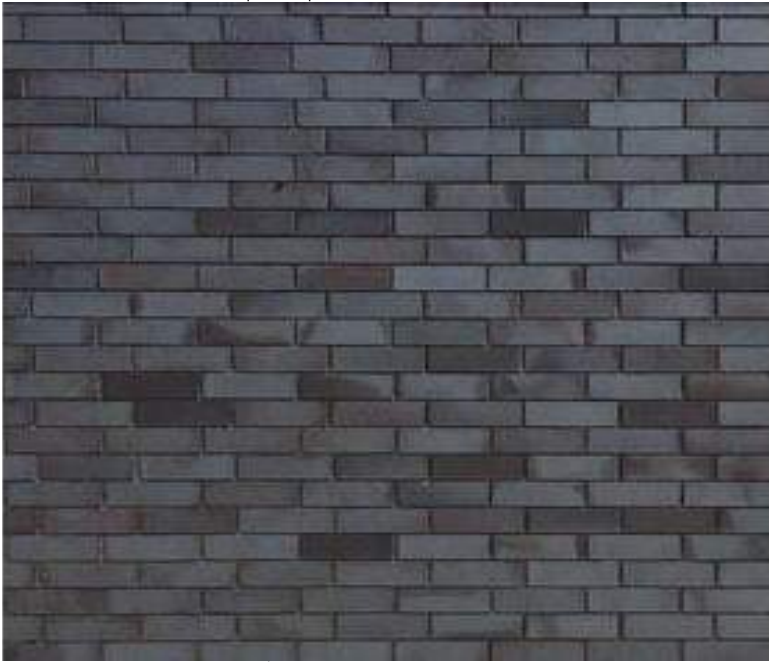
A101

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KEYNOTES - EXTERIOR ELEVATION





CAPITAL IRON SPOT FACE BRICK

SOURCE: YANKEE HILL BRICK
COLOR: CAPITAL IRON SPOT
FINISH: N/A
THICKNESS: 3 5/8"
COURSING/PATTERN: STANDARD NORMAN
BRICK, 1/2 BRICK OFFSET
JOINT: STANDARD 3/8" GROUT
GROUT: PRISM P9140 SLATE GREY



KASOTA STONE

SOURCE: VETTERSTONE
COLOR: GLACIER BUFF
FINISH: HONED
THICKNESS: 3 1/2"
COURSING/PATTERN: SINGLE
HEIGHT COURSED ASHLAR (7 1/2")
JOINT: STANDARD 1/2" GROUT
GROUT: GREY (TBD)



CONCEALED FASTENER METAL SIDING

MANUFACTURER: FIRESTONE
MATERIAL: GALVANIZED STEEL
COLOR: UNA-CLAD SLATE GRAY
FINISH: PVDF KYNAR 500 PAINT
GAUGE: 20GA.
ORIENTATION: HORIZONTAL



**BLACK ANODIZED ALUMINUM
CURTAIN WALL MULLIONS**

MANUFACTURER: KAWNEER
MATERIAL: ALUMINUM
COLOR: BLACK
FINISH: ANODIZED

NOTE: GLAZING TO BE TRIPLE PANED, FINAL
GLASS SPECIFICATIONS TBD.



CONCEPTUAL EXTERIOR VIEW FROM 9TH STREET WALKING EAST



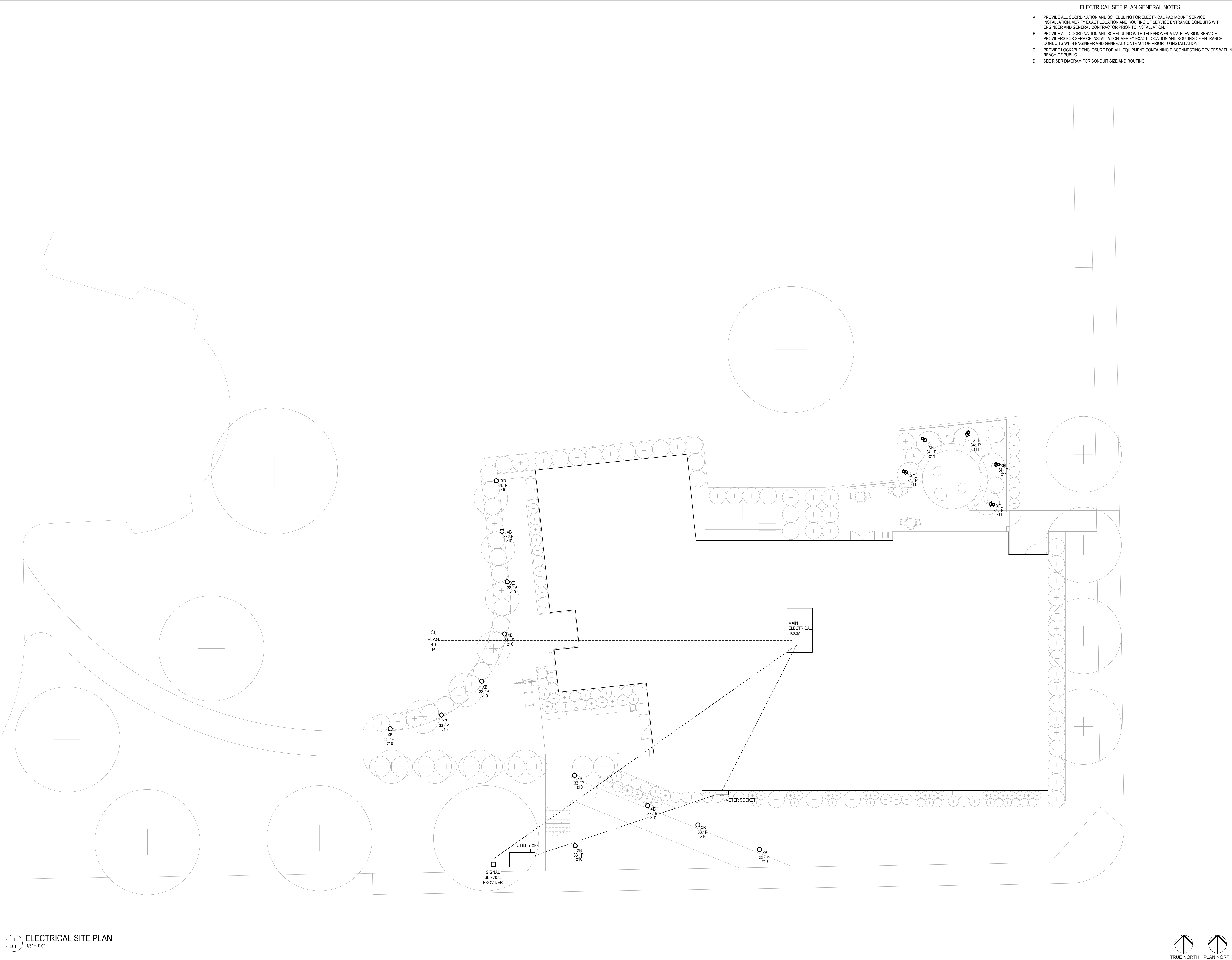
CONCEPTUAL EXTERIOR VIEW FROM 8TH AVENUE WALKING SOUTH



HOWARD LAKE LIBRARY ELECTRICAL DRAWINGS



BIM 360/2193-02 Howard Lake_New Library/2193-02_Howard Lake_MEP_2021.rvt
1/11/2022 1:44:31 PM



BKV
GROUP

Architecture
Interior Design
Landscape Architecture
Engineering

222 North Second Street
Long & Kees Bldg
Suite 101
Minneapolis, MN
55401
612.339.3752

www.bkvgroup.com

CONSULTANTS

PROJECT TITLE

HOWARD LAKE
LIBRARY

ISSUE #	DATE	DESCRIPTION
1	09/24/2021	DESIGN DEVELOPMENT

CERTIFICATION

NOT FOR
CONSTRUCTION

DRAWN BY TL
CHECKED BY CSK
COMMISSION NUMBER 2193.02

SHEET TITLE

SITE PLAN

SHEET NUMBER

E010

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BIM 360/2/193-02 Howard Lake_New Library/2/193-02_Howard Lake_MEP_2021.rvt
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1 Level 1 ELECTRICAL RCP
1/4" = 1'-0"

KEYNOTES

- 1 PROVIDE A TOUCH SCREEN LIGHTING CONTROLLER WITH MULTIPLE ZONES AND SCENE EQUAL TO GRAPHIC EYE.

ELECTRICAL FLOOR PLAN GENERAL NOTES

- A CIRCUIT ALL EXIT SIGNS AND EGRESS LIGHTING TO NEAREST PANEL AHEAD OF ANY SWITCHING.
- B ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN FIRE RATINGS OF ALL PENETRATIONS THROUGH WALL, FLOOR AND/OR CEILING AS REQUIRED BY CODE. PROVIDE FIRE RATED ENCLOSURES FOR RECESSED FIXTURES AND DEVICES INCLUDING BUT NOT LIMITED TO DOWN LIGHTS, SPEAKERS, POKE-THRU FLOOR BOXES, ETC.
- C PROVIDE CONDUIT FOR ALL EXPOSED LOW-VOLTAGE WIRING, INCLUDING BUT NOT LIMITED TO FIRE ALARM, SECURITY CAMERAS, DOOR ACCESS CONTROLS AND DATA LINES AS REQUIRED BY CODE AND/OR LOCAL AUTHORITY HAVING JURISDICTION.
- D PROVIDE 120V CONNECTION FOR MOTORIZED DAMPERS. SEE MECHANICAL PLANS FOR EXACT QUANTITIES AND LOCATIONS. PROVIDE A FIRE ALARM MONITOR MODULE FOR MONITORING THE POSITION OF THE DAMPER UTILIZING THE N-SWITCH. PROVIDE A CONTROL MODULE AND A 120V RELAY TO CONTROL THE POSITION OF THE DAMPER.
- E COORDINATE EXACT LOCATION OF BUILDING MOUNTED EXTERIOR LIGHTING WITH ARCHITECTURAL ELEVATION PLANS.
- F FIRE ALARM SYSTEM TO BE DESIGNED BY FIRE ALARM SUBCONTRACTOR. DEVICES IF PRESENT ARE SHOWN FOR COORDINATION PURPOSES ONLY - SEE SPEC 28000.
- G REFER TO ARCHITECTURAL, MECHANICAL AND PLUMBING PLANS AND SPECIFICATIONS FOR EQUIPMENT, DEVICES AND APPLIANCE POWER REQUIREMENTS. EQUIPMENT AND DEVICES SHOWN ON PLANS ARE FOR REFERENCE ONLY - VERIFY LOCATION AND QUANTITIES.
- H COORDINATE EXACT LOCATION OF PENDANT MOUNTED LIGHT WITH ARCHITECTURAL ELEVATION PLAN.
- I SEE MECHANICAL & PLUMBING EQUIPMENT COORDINATION SHEETS ME01 & ME02 FOR EQUIPMENT POWER AND CONTROL REQUIREMENTS.
- J ALL 120V AND 240V, SINGLE PHASE AND THREE PHASE RECEPTACLES INSTALLED IN THE FOLLOWING LOCATIONS SHALL HAVE GROUND-FAULT CIRCUIT INTERRUPTER PROTECTION FOR PERSONNEL: BATHROOMS, KITCHENS, ROOFTOPS, OUTDOORS. RECEPTACLES INSTALLED WITHIN (6 FT) OF THE OUTSIDE EDGE OF THE SINK, INDOOR WET LOCATIONS, LOCKER ROOMS WITH ASSOCIATED SHOWERING FACILITIES AND GARAGES. THE GROUND FAULT CIRCUIT INTERRUPTER SHALL BE INSTALLED IN A READILY ACCESSIBLE LOCATION.

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Architecture
Interior Design
Landscape Architecture
Engineering

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CONSULTANTS

PROJECT TITLE

HOWARD LAKE
LIBRARY

ISSUE #	DATE	DESCRIPTION
	09/24/2021	DESIGN DEVELOPMENT

CERTIFICATION

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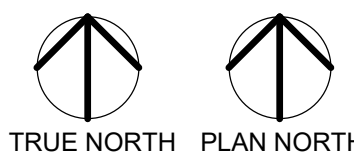
SHEET TITLE

LEVEL 1
ELECTRICAL
LIGHTING PLAN

SHEET NUMBER

E301

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Reviewed as noted

Contractors review of shop drawings or samples shall not relieve the material supplier from any deviation from the requirements of the contract documents nor from the responsibility for errors or omissions, including sizes, dimensions, quantities or locations.

DESIGN ELECTRIC, Inc.

BY

Chad Loch

08/13/2020

Submittal for:

DESIGN ELECTRIC, INC /

Job Name:

08-3408720CL

HOWARD CENTRAL PARK DEVELOPMENT



Marcela Neva/ Project Specialist
Marcela.nevacano@Graybar.com
Ph: 612-728.3523
Fax: 612-729-2889

*Reviewed
Ken Gortken
Gortken 8-14-2020*

Minneapolis – 2300 E 25th St / 612-721-3545
Brooklyn Park Service Center – 7601 Setzler Pkwy N
Saint Paul – 308 State St / 651-222-4438
Saint Cloud – 1106 Sunridge Dr / 320-203-1442
Rochester – 910 7th St NW / 507-282-4444
Mankato – 1600 N Riverfront Dr / 507-388-6201
Duluth – 2601 W Superior St / 218-722-6685



Customer DESIGN ELECTRIC, INC	Date 8/12/2020
Address	Job Ref HOWARD CENTRAL PARK DEVELOPMENT
Attention CHAD LOCH	PO 08-3408720CL
	Our SO # 372630347

We are enclosing herewith 1 copies of cuts/drawings. Please complete section below marked "To Be Completed By Customer" and return this form with approved cuts to the Sender noted below.

Type	Catalog Number or Drawing Number and Date	Manufacturer	Approximate Lead Time in Weeks

To Be Completed By Graybar	To Be Completed By Customer
☒ For Approval	☐ Approved
☐ For Record Only	☐ Disapproved
☒ Please return <u>1</u> copies of approved cuts.	☐ To be revised and resubmitted for final approval
	☐ Approved as noted

- PLEASE NOTE THE APPROXIMATE LEAD TIMES INDICATED ABOVE. WE ASK THAT YOU ALLOW AT LEAST THAT AMOUNT OF TIME AFTER THE RETURN OF YOUR APPROVED CUTS. THIS SUBMITTAL REPRESENTS OUR INTERPRETATION OF THE PROJECTED PLANS AND SPECIFICATIONS AS THEY RELATE TO THE EQUIPMENT COVERED.
- VOLTAGES ARE SHOWN FOR FLUORESCENT AND H.I.D. EQUIPMENT. IF VOLTAGE REQUIREMENTS ARE OTHER THAN INDICATED, THE SUBMITTAL SHOULD BE APPROVED AS NOTED, AND THE CORRECT VOLTAGE SHOWN. IF NO VOLTAGE IS SHOWN, IT IS OUR INTENT TO FURNISH 120 VOLT.
- PLASTER FRAMES AND OTHER AUXILIARY EQUIPMENT SUCH AS STEMS, CHAIN HANGERS, SPECIAL FUSING, ETC., ARE NOT INCLUDED EXCEPT WHEN SPECIFICALLY INDICATED, OR WHEN FURNISHED AS AN INTEGRAL PART OF THE EQUIPMENT AS DESCRIBED BY CATALOG NUMBER.
- SPECIAL FINISHES SHOULD BE NOTED, IF NOT SPECIFICALLY INDICATED. EVERY EFFORT HAS BEEN MADE TO SUBMIT THE CORRECT FIXTURE FOR THE CEILING REQUIRED. FINAL DETERMINATION IS THE RESPONSIBILITY OF THE CONTRACTOR.
- WE ASSUME THE RESPONSIBILITY FOR FURNISHING MATERIAL ONLY AS SUBMITTED. ANY DEVIATION MUST BE NOTED ON THE COPIES RETURNED.

Remarks: THANK YOU

Sender MARCELA NEVA
% Graybar Electric Company, Inc.
Address

Type: B1

Job: HOWARD CENTRAL PARK DEVELOPMENT

Catalog number: BNB1/36L4KUV/DB

Approvals:

Fixture	Electrical Module	Luminaire Finish	Options
/	/	/	
	See page 2		See page 3

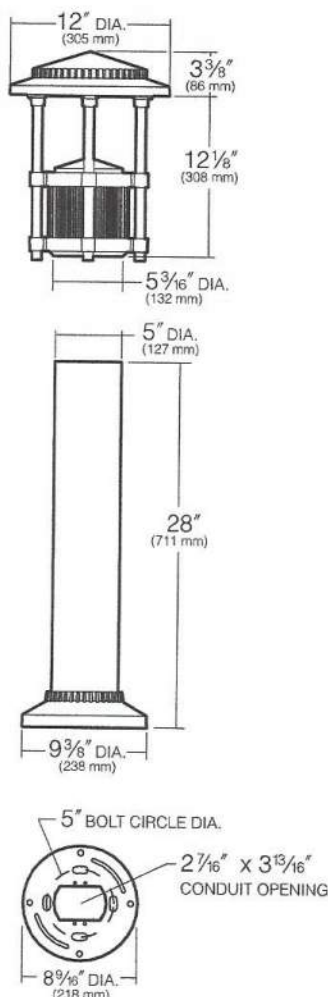
Date:

Page: 1 of 4

Specifications

BNB1 LED

18, 27 or 36 LED



Hood and Lens Frame: Die-cast, low copper (<0.6% Cu) aluminum alloy with stainless steel hinge. Hood is opened by loosening one stainless steel captive button-head socket cap screw. $\frac{3}{16}$ " thick clear flat tempered glass lens seals against the lens frame by a one-piece molded silicone gasket. Lens frame seals against the hood by a one-piece extruded and vulcanized silicone gasket.

Body Support: Die-cast, low copper (<0.6% Cu) aluminum alloy flanges compress a ribbed extruded aluminum chamber. The four heavy wall extruded aluminum support rods are mechanically fastened to the lens frame with stainless steel fasteners. The support rods are held in position through die-cast arms and mechanically fastened at the bottom with a custom aluminum bolt. The electrical wiring is channeled through a support rod with a brass bushing.

Body Cap: Die-cast, low copper (<0.6% Cu) aluminum, retained by two captive stainless steel screws. Optional matte black finish to eliminate bounce light. See page 3.

Shaft: One-piece aluminum extrusion, .125" minimum wall thickness and two internal $\frac{3}{16}$ "-16 mounting rods sandwich shaft between base and head.

Anchor Base Plate: A heavy cast aluminum anchor base is provided for mounting to the four $\frac{3}{8}$ " x 10" + 2" zinc plated J-bolts, each with two nuts and washers. A rigid pressed board template is provided to secure the anchor bolts during concrete pour (5" B.C.D.).

Electrical Module: Factory mounted to a rigid harness attached to the anchor base. A total of 27 mid power LED emitters configured in a rectangular array comprised together as a module. Two (2) modules for Type I version; three (3) modules for Type III version; and four (4) modules for Type V version. Available in 580nm Amber, 3000K, 4200K and 5100K color temperatures.

LED Driver: Universal voltage from 120 to 277V with a $\pm 10\%$ tolerance. -40°F starting temperature. All drivers are Underwriters Laboratories recognized.

Finish: Each luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat finish. Standard colors include (BL) Black, (DB) Dark Bronze, (WH) White, (PS) Platinum Silver, (SG) Stealth Gray, (LG) Light Gray, and (CC) Custom Color (Include RAL#).

Listed to: UL 1598 Standard for Luminaires - UL 8750 Standard for Safety for Light Emitting Diode (LED) Equipment for use in Lighting Products and CSA C22.2#250.0 Luminaires. RoHS compliant. Meets Buy American provisions within ARRA.

Warranty: Kim Lighting warrants Bollard LED products sold by Kim Lighting to be free from defects in material and workmanship for (i) a period of five (5) years for metal parts, (ii) a period of five (5) years for exterior housing paint finish(s), (iii) a period of five (5) years for LED Light Engines and, (iv) a period of five (5) years for LED power components (driver, surge protector and LifeShield® device), from the date of sale of such goods to the buyer as specified in Kim Lighting shipment documents for each product.

CAUTION: Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.



HUBBELL LIGHTING, INC.

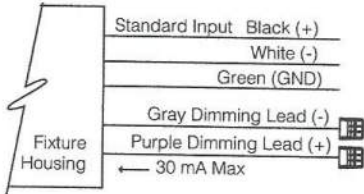
KIM LIGHTING RESERVES THE RIGHT TO CHANGE SPECIFICATIONS WITHOUT NOTICE

Type:
Job:

Page: 2 of 4



Standard Features

Fixture	 Cat. No. ☐ BNB1
Electrical Module LED = Light Emitting Diode	Cat. Nos. for LED Electrical Modules available: xL Source: ☐ 18L= Type I ☐ 27L= Type III ☒ 36L= Type V xK Color Temperature: ☐ 2K = 580nm - Amber ☐ 3K = 3000K ☒ 4K = 4200K ☐ 5K = 5100K UV Voltage: ☐ UV Universal Voltage shall range from 120V-277V
Luminaire Finish TGIC powder coat paint on fixture and shaft.	Color: Black ☒ Dark Bronze ☐ Light Gray ☐ Stealth Gray ☐ Platinum Silver ☐ White ☐ Custom Color ¹ Cat. No.: ☐ BL ☒ DB ☐ LG ☐ SG ☐ PS ☐ WH ☐ CC ¹ Custom colors subject to additional charges, minimum quantities and extended lead times. Consult representative. Custom color description: _____
0-10V Dimming Interface	Driver has a 0-10V dimming interface with a dimming range of 10-100%. Is compatible with most control systems including Hubbell Building Automation wiHUBB™. Approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV. Note: Not compatible with current sourcing dimmers. Controls compatible via Gray and Purple dimming lead. 

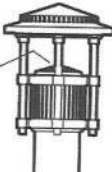
Type:

Job:

Page: 3 of 4



Optional Features

Fusing (internal only): Cat. No. (see chart at right) ☐ No Option	High temperature fuse holders factory installed inside the fixture housing. Fuse is included. Line Volts: 120V 208V 240V 277V 347V Cat. No.: ☐ SF ☐ DF ☐ DF ☐ SF ☐ SF	 Single Fuse
Matte Black Body Cap: Cat. No. ☐ BBC ☐ No Option	For locations where complete cutoff optical control is desired, an Optional Matte Black Body Cap can be specified. This significantly reduces the indirect up-light distribution, providing complete cutoff. To further reduce the nighttime visual presence of the fixture, specify Black or Dark Bronze luminaire finish.	 Optional Cap
Battery Back-up Cat. No. ☐ EM ☐ No Option	Internal battery pack provides 90 minutes of supplemental light at 25% of initial lamp lumens.	 Battery Back-up
Optional Duplex Receptacle Cat. No. ☐ DR ☐ DR-GFI ☐ No Option	Mounted 18" from bottom of shaft, in a cast aluminum box that is internally welded and sealed with a gasketed While-In-Use cover with locking tab. Painted to match bollard. DR weather proof duplex receptacle rated 20A, 125V. DR-GFI weather proof duplex receptacle with ground fault circuit interrupter rated 20A, 125V.	

Type:
 Job:

Page: 4 of 4



Lumen Data

Spectroradiometric			
	3000K Average	4200K Average	5100K Average
Correlated Color Temp. CCT (K)	2800K - 3175K	3800K - 4600K	4600K - 5600K
Color Rendering Index (CRI)	≥75	≥70	≥65
Power Factor	>.90	>.90	>.90

Projected Lumen Maintenance		
mA	50,000 hrs	100,000 hrs
350mA		

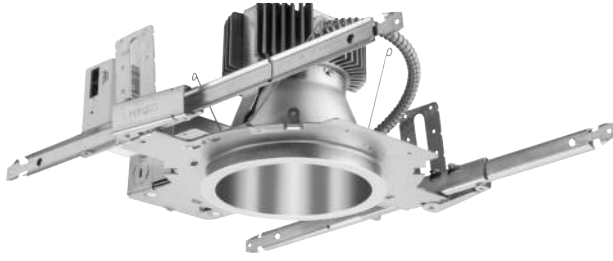
Based on 36LED version.

Electrical Drive Current - @350mA						
	Type 1		Type 3		Type 5	
Volts - AC	Amps - AC	System Watts	Amps - AC	System Watts	Amps - AC	System Watts
120	0.18	21	0.26	31	0.34	41
208	0.10	21	0.15	31	0.20	41
240	0.09	21	0.13	31	0.17	41
277	0.08	21	0.11	31	0.15	41

B.U.G. Rating (TM15) in Lumens where B = Backlight, U = Uplight, G = Glare			
Temperature	Type 1	TYPE 3	TYPE 5
3000K	B1 U0 G1	B1 U0 G1	B1 U0 G1
4200K	B1 U0 G1	B1 U0 G1	B1 U0 G1
5100K	B1 U0 G1	B1 U0 G1	B2 U0 G1

Absolute Lumens			
Temperature	TYPE 1	TYPE 3	TYPE 5
3000K	1321	2188	2747
4200K	1365	2174	2838
5100K	1509	2404	3137

LED performance and lumen output continues to improve at a rapid pace. Log onto www.kimlighting.com to download the most current photometric files from Kim Lighting's IES File Library. For custom optics and color temperature configurations, contact factory.



Gotham Architectural Downlighting
LED Downlights

**6" Evo®
Downlight**

Solid-State Lighting



FEATURES

OPTICAL SYSTEM

- Self-flanged or flangeless semi-specular, matte-diffuse or specular finishing trim
- Patented Bounding Ray™ optical design (U.S. Patent No. 5,800,050)
- 45° cutoff to source and source image
- Top-down flash characteristic
- Polycarbonate lens integral to light engine

MECHANICAL SYSTEM

- 16-gauge galvanized steel construction; maximum 1-1/2" ceiling thickness
- Telescopic mounting bars maximum of 32" and minimum of 15", preinstalled, 4" vertical adjustment
- Toolless adjustments post installation
- Junction box capacity: 8 (4 in, 4 out) 12AWG rated for 90°C
- Light engine and driver accessible through aperture
- Injection molded mud ring included with flangeless trims. Ships separately. Installs independently of the mounting frame to reduce cracks in plaster due to vibration.

ELECTRICAL SYSTEM

- Fully serviceable and upgradeable lensed LED light engine
- 70% lumen maintenance at 60,000 hours
- Tested according to LM-79 and LM-80 standards
- Overload and short circuit protected
- 2.5 SDCM; 85 CRI typical, 90+ CRI optional

LISTINGS

- Fixtures are CSA certified to meet US and Canadian standards; wet location, covered ceiling

WARRANTY

- 5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C.

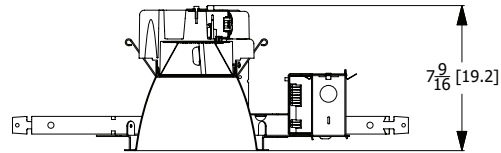
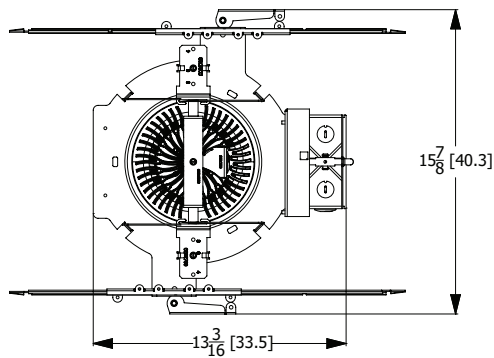
ORDERING INFORMATION

EXAMPLE: EVO 35/10 6AR MWD LSS MVOLT EZ1

Series	Color temperature	Nominal lumen values	Aperture/Trim color	Trim Style	Distribution	Finish	Voltage
EVO	27/ 2700 K	10 1000 lumens	6AR Clear	(blank) Self-flanged	MD Medium (0.9 s/mh)	LSS Semi-specular	MVOLT
	30/ 3000 K	15 1500 lumens	6PR Pewter	FL Flangeless	MWD Medium wide (1.0 s/mh)	LD Matte-diffuse	120
	35/ 3500 K	20 2000 lumens	6WTR Wheat		WD Wide (1.2 s/mh)	LS Specular	277
	40/ 4000 K	25 2500 lumens	6GR Gold				347 ²
		30 3000 lumens	6WR ¹ White				
		35 3500 lumens	6BR ¹ Black				
		40 4000 lumens	6WRAMF ¹ White anti-microbial				
		45 4500 lumens					

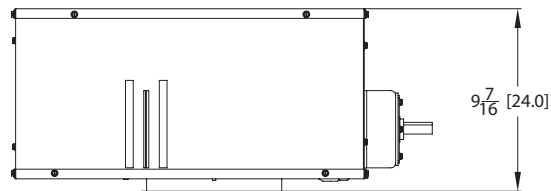
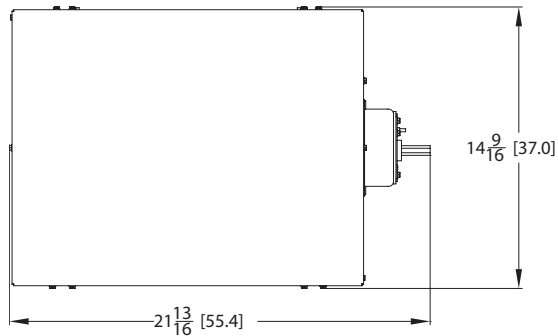
Driver ³	Options
EZ10 eldoLED ECOdrive 0-10v dimming driver. Minimum dimming level 10%	SF Single fuse. Specify 120V or 277V.
EZ1 eldoLED ECOdrive 0-10V dimming driver. Minimum dimming level 1%	TRW ⁶ White painted flange
EZB eldoLED SOLOdrive 0-10V dimming driver. Minimum dimming level <1%.	TRBL ⁷ Black painted flange
EDAB eldoLED SOLOdrive DALI dimming driver. Minimum dimming level <1%.	EL ⁸ Emergency battery pack with integral test switch
EDXB eldoLED POWERdrive DMX with RDM (remote device management). Minimum dimming level <1%. Includes termination resistor. Refer to DMXR Manual .	ELR ⁸ Emergency battery pack with remote test switch
EXA1 XPoint Wireless, eldoLED ECOdrive 1% dimming, 0-10V. Refer to XPoint tech sheet.	NPS80EZ ⁵ nLight® dimming pack controls 0-10V eldoLED drivers.
EXAB XPoint Wireless, eldoLED SOLOdrive <1% dimming, 0-10V. Refer to XPoint tech sheet.	NPS80EZER ^{5,9} nLight® dimming pack controls 0-10V eldoLED drivers. ER controls fixtures on emergency circuit.
ECOS2 ^{4,5} Lutron® Hi-Lume® 2-wire forward-phase dimming driver. Minimum dimming level 1%. Minimum lumen 1000/Maximum lumen 3000.	BGTD Bodine generator transfer device. Specify 120V or 277V.
ECOS3 ^{4,5} Lutron® Hi-Lume® 3-wire or EcoSystem® dimming driver. Minimum dimming level 1%. Minimum lumen 1000/Maximum lumen 4500.	CR190 High CRI (90+)
	CP ¹⁰ Chicago plenum. Specify 120V or 277V.
	RRL RELOC®-ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Refer to RRL for complete nomenclature.

All dimensions are inches (centimeters) unless otherwise noted.



Aperture: 6-1/4" (15.9)
Ceiling Opening: 7-1/8" (18.1) self-flanged
7-1/4" (18.4) flangeless
Overlap trim: 7-1/2" (19.1)

DIMENSIONS FOR CHICAGO PLENUM



WATTAGE CONSUMPTION MATRIX			
LUMENS	LM ACTUAL	WATTAGE	LUMENS per WATT
1000	1,059	11.8	90.1
1500	1,572	18.5	85.0
2000	2,058	23.2	88.9
2500	2,612	29.5	88.5
3000	3,077	36.6	84.1
3500	3,591	42.1	85.3
4000	4,046	48.1	84.2
4500	4,555	46.9	97.1

EMERGENCY LUMEN OUTPUT		
LUMENS	WATTAGE	INITIAL OUTPUT
1000	9.6	1000
1500	9.6	1000
2000	9.6	1000
2500	9.6	1000
3000	9.6	1000
3500	9.6	1000
4000	9.6	1000
4500	9.6	1000

ACCESSORIES order as separate catalog numbers (shipped separately)

SCA6	Sloped ceiling adapter. Degree of slope must be specified (5D, 10D, 15D, 20D, 25D, 30D). Ex: SCA6 10D. Refer to TECH-190 .
CTA4-8 YK	Ceiling thickness adapter (extends mounting frame to accommodate ceiling thickness up to 5"). Adds ~4" to fixture height.
GVRT	Vandal-resistant trim accessory. Refer to TECH-200 .
ISD BC	0-10V wallbox dimmer. Refer to ISD-BC .

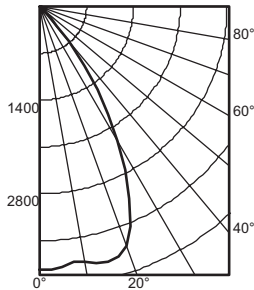
ORDERING NOTES

- Not available with finishes.
- Not available with EL or ELR options.
- Refer to [TECH-240](#) for compatible dimmers.
- Not available with nLight[®] and XPoint options.
- Specify voltage. ECOS2 not available in 277V.
- Not available with white reflector. Not applicable with FL option.
- Not available with black reflector. Not applicable with FL option.
- For dimensional changes, refer to [TECH-140](#). Not available with 347V.
- For use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
- ELR not available. CP & ECOS2 - 3000 lumen max. CP & ECOS3 - 4000 lumen max. CP, ECOS2/ECOS3 & EL - 2000 lumen max.

Distribution Curve	Distribution Data	Output Data	Coefficient of Utilization	Illuminance: Single Luminaire 30" Above Floor
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EVO 35/40 6AR LS

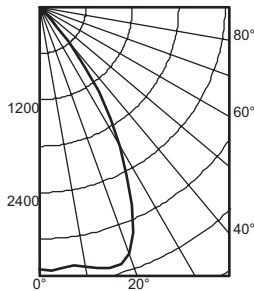
INPUT WATTS: 48.1, DELIVERED LUMENS: 4046, LM/W=84.1, 1.03 S/MH, TEST NO. LTL27768



Ave	Lumens	Zone	Lumens	% Lamp	pf	pc	pw	80%	70%	50%
0	3935	0° - 30°	2904.3	71.8	0	119	119	119	116	111
5	3901	0° - 40°	3830.0	94.7	1	111	108	106	109	105
15	3944	0° - 60°	4043.4	99.9	2	103	99	96	101	98
25	3172	0° - 90°	4046.3	100.0	3	96	91	87	95	90
35	1508	90° - 180°	0.0	0.0	4	90	84	80	89	84
45	221	0° - 180°	4046.3	*100.0	5	84	78	74	83	78
55	6				6	79	73	69	78	73
65	2				7	74	68	64	73	68
75	1				8	70	64	60	69	63
85	0				9	66	60	56	65	60
90	0				10	62	56	52	62	56

EVO 35/35 6AR LS

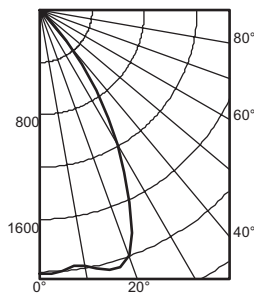
INPUT WATTS: 42.1, DELIVERED LUMENS: 3591, LM/W=85.3, 1.05 S/MH, TEST NO. LTL27767



Ave	Lumens	Zone	Lumens	% Lamp	pf	pc	pw	80%	70%	50%
0	3400	0° - 30°	2579.3	71.8	0	119	119	119	116	111
5	3390	0° - 40°	3399.8	94.7	1	111	108	106	109	105
15	3497	0° - 60°	3586.3	99.9	2	103	99	96	101	98
25	2830	0° - 90°	3590.5	100.0	3	96	91	87	95	90
35	1335	90° - 180°	0.0	0.0	4	90	84	80	89	84
45	193	0° - 180°	3590.5	*100.0	5	84	78	74	83	78
55	5				6	79	73	69	78	73
65	2				7	74	68	64	73	68
75	1				8	70	64	60	69	63
85	1				9	66	60	56	65	60
90	1				10	62	56	52	62	56

EVO 35/20 6AR LS

INPUT WATTS: 23.2, DELIVERED LUMENS: 2058, LM/W=88.7, 1.02 S/MH, TEST NO. LTL27777



Ave	Lumens	Zone	Lumens	% Lamp	pf	pc	pw	80%	70%	50%
0	2018	0° - 30°	1498.5	72.8	0	119	119	119	116	111
5	1997	0° - 40°	1958.0	95.1	1	111	108	106	109	105
15	2053	0° - 60°	2056.6	99.9	2	103	99	96	102	98
25	1618	0° - 90°	2058.3	100.0	3	96	92	88	95	91
35	749	90° - 180°	0.0	0.0	4	90	85	81	89	84
45	105	0° - 180°	2058.3	*100.0	5	84	79	74	83	78
55	3				6	79	73	69	78	73
65	1				7	74	68	64	73	68
75	0				8	70	64	60	69	63
85	0				9	66	60	56	65	60
90	0				10	62	57	53	62	56

LUMEN OUTPUT MULTIPLIER - CRI	
CRI	FACTOR
80 CRI	1
90 CRI	0.79

LUMEN OUTPUT MULTIPLIER - CCT	
CRI	FACTOR
4000 K	1.035
3500 K	1
3000 K	0.973
2700 K	0.938

LUMEN OUTPUT MULTIPLIER - TRIM FINISH						
FINISH	CLEAR (AR)	PEWTER (PR)	WHEAT (WTR)	GOLD (GR)	WHITE (WR/WRAMF)	BLACK (BR)
Specular (LS)	1.00	0.88	0.83	0.95	N/A	N/A
Semi-specular (LSS)	0.95	0.84	0.79	0.90	N/A	N/A
Matte-diffuse (LD)	0.85	0.73	0.69	0.80	N/A	N/A
Paint	N/A	N/A	N/A	N/A	0.87	0.73

PHOTOMETRY NOTES

- Tested in accordance with IESNA LM-79-08.
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 85 typical.

Choose Wall Controls.

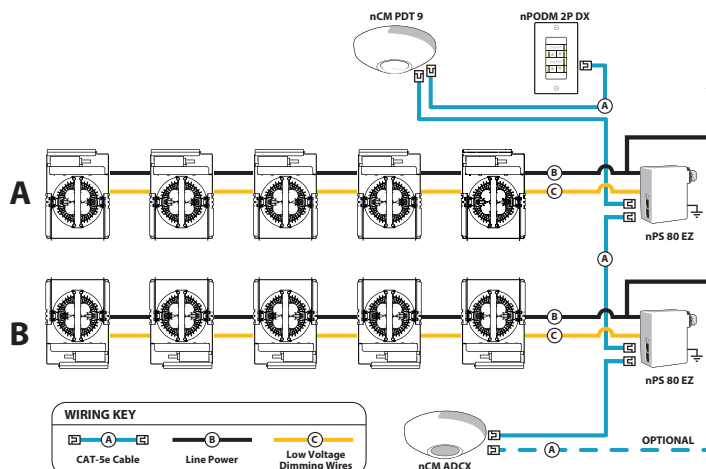
nLIGHT offers multiple styles of wall controls – each with varying features and user experience.



Push-Button WallPod
Traditional tactile buttons
and LED user feedback



Graphic WallPod
Full color touch screen
provides a sophisticated
look and feel



EXAMPLE

Group Fixture Control*

*Application diagram applies for fixtures with eldoLED drivers only.

nPS 80 EZ Dimming/Control Pack (qty 2 required)

nPODM 2P DX Dual On/Off/Dim Push-Button WallPod

nCM ADCX Daylight Sensor with Automatic Dimming Control

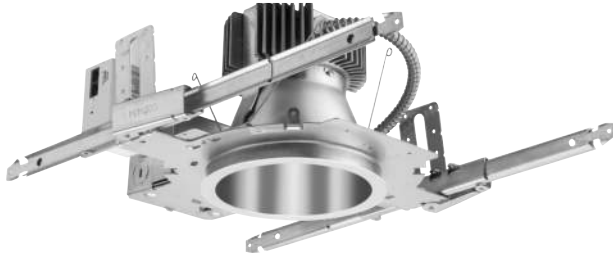
nCM PDT 9 Dual Technology Occupancy Sensor

Description: This design provides a dual on/off/dim wall station that enables manual control of the fixtures in Row A and Row B separately. Additionally, a daylight harvesting sensor is provided so the lights in row B can be configured to dim automatically when daylight is available. An occupancy sensor turns off all lights when the space is vacant.

nLight® Control Accessories:

Order as separate catalog number. Visit www.sensorswitch.com/nLight for complete listing of nLight controls.

WallPod stations	Model number	Occupancy sensors	Model number
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 / nCM PDT 9
On/Off & Raise/Lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM 10 / nCM PDT 10
Graphic Touchscreen	nPOD GFX [color]	Wide view (PIR / dual tech)	nWV 16 / nWV PDT 16
Photocell controls	Model number	Wall Switch w/ Raise/Lower (PIR / dual tech)	nWSX LV DX / nWSX PDT LV DX
Dimming	nCM ADCX	Cat-5 cables (plenum rated)	Model number
		10', CAT5 10FT	CAT5 10FT J1
		15', CAT5 15FT	CAT5 15FT J1



Gotham Architectural Downlighting
LED Downlights

**6" Evo®
Downlight**

Solid-State Lighting



FEATURES

OPTICAL SYSTEM

- Self-flanged or flangeless semi-specular, matte-diffuse or specular finishing trim
- Patented Bounding Ray™ optical design (U.S. Patent No. 5,800,050)
- 45° cutoff to source and source image
- Top-down flash characteristic
- Polycarbonate lens integral to light engine

MECHANICAL SYSTEM

- 16-gauge galvanized steel construction; maximum 1-1/2" ceiling thickness
- Telescopic mounting bars maximum of 32" and minimum of 15", preinstalled, 4" vertical adjustment
- Toolless adjustments post installation
- Junction box capacity: 8 (4 in, 4 out) 12AWG rated for 90°C
- Light engine and driver accessible through aperture
- Injection molded mud ring included with flangeless trims. Ships separately. Installs independently of the mounting frame to reduce cracks in plaster due to vibration.

ELECTRICAL SYSTEM

- Fully serviceable and upgradeable lensed LED light engine
- 70% lumen maintenance at 60,000 hours
- Tested according to LM-79 and LM-80 standards
- Overload and short circuit protected
- 2.5 SDCM; 85 CRI typical, 90+ CRI optional

LISTINGS

- Fixtures are CSA certified to meet US and Canadian standards; wet location, covered ceiling

WARRANTY

- 5-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C.

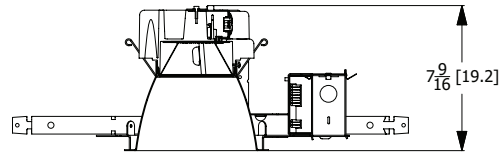
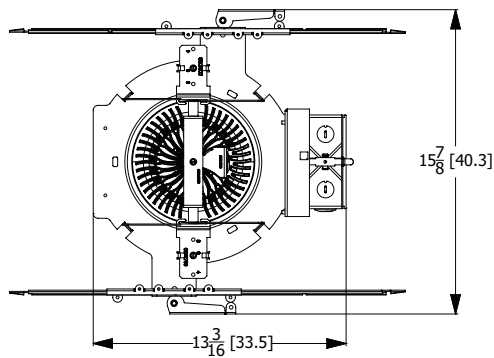
ORDERING INFORMATION

EXAMPLE: EVO 35/10 6AR MWD LSS MVOLT EZ1

Series	Color temperature	Nominal lumen values	Aperture/Trim color	Trim Style	Distribution	Finish	Voltage
EVO	27/ 2700 K	10 1000 lumens	6AR Clear	(blank) Self-flanged	MD Medium (0.9 s/mh)	LSS Semi-specular	MVOLT
	30/ 3000 K	15 1500 lumens	6PR Pewter	FL Flangeless		LD Matte-diffuse	120
	35/ 3500 K	20 2000 lumens	6WTR Wheat		MWD Medium wide (1.0 s/mh)	LS Specular	277
	40/ 4000 K	25 2500 lumens	6GR Gold		WD Wide (1.2 s/mh)		347 ²
		30 3000 lumens	6WR ¹ White				
		35 3500 lumens	6BR ¹ Black				
		40 4000 lumens	6WRAMF ¹ White anti-microbial				
		45 4500 lumens					

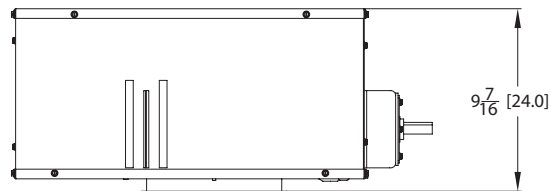
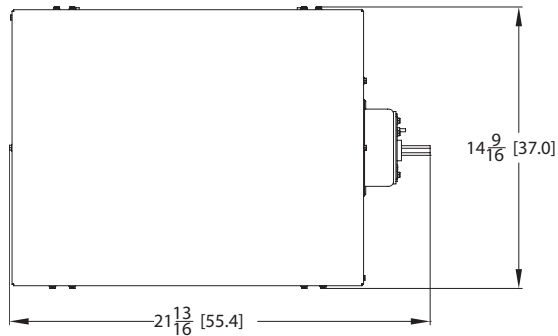
Driver ³	Options
EZ10 eldoLED ECOdrive 0-10v dimming driver. Minimum dimming level 10%	SF Single fuse. Specify 120V or 277V.
EZ1 eldoLED ECOdrive 0-10V dimming driver. Minimum dimming level 1%	TRW⁶ White painted flange
EZB eldoLED SOLOdrive 0-10V dimming driver. Minimum dimming level <1%.	TRBL⁷ Black painted flange
EDAB eldoLED SOLOdrive DALI dimming driver. Minimum dimming level <1%.	EL⁸ Emergency battery pack with integral test switch
EDXB eldoLED POWERdrive DMX with RDM (remote device management). Minimum dimming level <1%. Includes termination resistor. Refer to DMXR Manual .	ELR⁸ Emergency battery pack with remote test switch
EXA1 XPoint Wireless, eldoLED ECOdrive 1% dimming, 0-10V. Refer to XPoint tech sheet.	NPS80EZ⁵ nLight® dimming pack controls 0-10V eldoLED drivers.
EXAB XPoint Wireless, eldoLED SOLOdrive <1% dimming, 0-10V. Refer to XPoint tech sheet.	NPS80EZER^{5,9} nLight® dimming pack controls 0-10V eldoLED drivers. ER controls fixtures on emergency circuit.
ECOS2^{4,5} Lutron® Hi-Lume® 2-wire forward-phase dimming driver. Minimum dimming level 1%. Minimum lumen 1000/Maximum lumen 3000.	BGTD Bodine generator transfer device. Specify 120V or 277V.
ECOS3^{4,5} Lutron® Hi-Lume® 3-wire or EcoSystem® dimming driver. Minimum dimming level 1%. Minimum lumen 1000/Maximum lumen 4500.	CR190 High CRI (90+)
	CP¹⁰ Chicago plenum. Specify 120V or 277V.
	RRL RELOC®-ready luminaire connectors enable a simple and consistent factory installed option across all ABL luminaire brands. Refer to RRL for complete nomenclature.

All dimensions are inches (centimeters) unless otherwise noted.



Aperture: 6-1/4" (15.9)
Ceiling Opening: 7-1/8" (18.1) self-flanged
7-1/4" (18.4) flangeless
Overlap trim: 7-1/2" (19.1)

DIMENSIONS FOR CHICAGO PLENUM



WATTAGE CONSUMPTION MATRIX			
LUMENS	LM ACTUAL	WATTAGE	LUMENS per WATT
1000	1,059	11.8	90.1
1500	1,572	18.5	85.0
2000	2,058	23.2	88.9
2500	2,612	29.5	88.5
3000	3,077	36.6	84.1
3500	3,591	42.1	85.3
4000	4,046	48.1	84.2
4500	4,555	46.9	97.1

EMERGENCY LUMEN OUTPUT		
LUMENS	WATTAGE	INITIAL OUTPUT
1000	9.6	1000
1500	9.6	1000
2000	9.6	1000
2500	9.6	1000
3000	9.6	1000
3500	9.6	1000
4000	9.6	1000
4500	9.6	1000

ACCESSORIES order as separate catalog numbers (shipped separately)

SCA6	Sloped ceiling adapter. Degree of slope must be specified (5D, 10D, 15D, 20D, 25D, 30D). Ex: SCA6 10D. Refer to TECH-190 .
CTA4-8 YK	Ceiling thickness adapter (extends mounting frame to accommodate ceiling thickness up to 5"). Adds ~4" to fixture height.
GVRT	Vandal-resistant trim accessory. Refer to TECH-200 .
ISD BC	0-10V wallbox dimmer. Refer to ISD-BC .

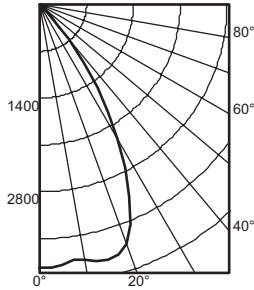
ORDERING NOTES

- Not available with finishes.
- Not available with EL or ELR options.
- Refer to [TECH-240](#) for compatible dimmers.
- Not available with nLight[®] and XPoint options.
- Specify voltage. ECOS2 not available in 277V.
- Not available with white reflector. Not applicable with FL option.
- Not available with black reflector. Not applicable with FL option.
- For dimensional changes, refer to [TECH-140](#). Not available with 347V.
- For use with generator supply EM power. Will require an emergency hot feed and normal hot feed.
- ELR not available. CP & ECOS2 - 3000 lumen max. CP & ECOS3 - 4000 lumen max. CP, ECOS2/ECOS3 & EL - 2000 lumen max.

Distribution Curve	Distribution Data	Output Data	Coefficient of Utilization	Illuminance: Single Luminaire 30" Above Floor
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EVO 35/40 6AR LS

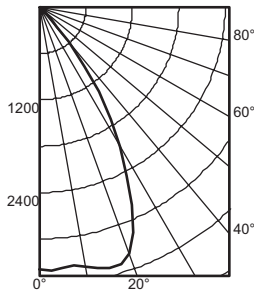
INPUT WATTS: 48.1, DELIVERED LUMENS: 4046, LM/W=84.1 , 1.03 S/MH, TEST NO. LTL27768



Ave	Lumens	Zone	Lumens	% Lamp	pf	pc	pw	80%	70%	50%
0	3935	0° - 30°	2904.3	71.8	0	119	119	119	116	116
5	3901	0° - 40°	3830.0	94.7	1	111	108	106	109	106
15	3944	0° - 60°	4043.4	99.9	2	103	99	96	101	98
25	3172	0° - 90°	4046.3	100.0	3	96	91	87	95	90
35	1508	90° - 180°	0.0	0.0	4	90	84	80	89	84
45	221	0° - 180°	4046.3	*100.0	5	84	78	74	83	78
55	6				6	79	73	69	78	73
65	2				7	74	68	64	73	68
75	1				8	70	64	60	69	63
85	0				9	66	60	56	65	60
90	0				10	62	56	52	62	56

EVO 35/35 6AR LS

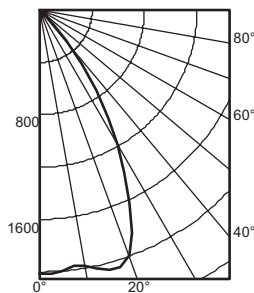
INPUT WATTS: 42.1, DELIVERED LUMENS: 3591, LM/W=85.3, 1.05 S/MH, TEST NO. LTL27767



Ave	Lumens	Zone	Lumens	% Lamp	pf	pc	pw	80%	70%	50%
0	3400	0° - 30°	2579.3	71.8	0	119	119	119	116	116
5	3390	0° - 40°	3399.8	94.7	1	111	108	106	109	106
15	3497	0° - 60°	3586.3	99.9	2	103	99	96	101	98
25	2830	0° - 90°	3590.5	100.0	3	96	91	87	95	90
35	1335	90° - 180°	0.0	0.0	4	90	84	80	89	84
45	193	0° - 180°	3590.5	*100.0	5	84	78	74	83	78
55	5				6	79	73	69	78	73
65	2				7	74	68	64	73	68
75	1				8	70	64	60	69	63
85	1				9	66	60	56	65	60
90	1				10	62	56	52	62	56

EVO 35/20 6AR LS

INPUT WATTS: 23.2, DELIVERED LUMENS: 2058, LM/W=88.7, 1.02 S/MH, TEST NO. LTL27777



Ave	Lumens	Zone	Lumens	% Lamp	pf	pc	pw	80%	70%	50%
0	2018	0° - 30°	1498.5	72.8	0	119	119	119	116	116
5	1997	0° - 40°	1958.0	95.1	1	111	108	106	109	107
15	2053	0° - 60°	2056.6	99.9	2	103	99	96	102	98
25	1618	0° - 90°	2058.3	100.0	3	96	92	88	95	91
35	749	90° - 180°	0.0	0.0	4	90	85	81	89	84
45	105	0° - 180°	2058.3	*100.0	5	84	79	74	83	78
55	3				6	79	73	69	78	73
65	1				7	74	68	64	73	68
75	0				8	70	64	60	69	63
85	0				9	66	60	56	65	60
90	0				10	62	57	53	62	56

LUMEN OUTPUT MULTIPLIER - CRI	
CRI	FACTOR
80 CRI	1
90 CRI	0.79

LUMEN OUTPUT MULTIPLIER - CCT	
CRI	FACTOR
4000 K	1.035
3500 K	1
3000 K	0.973
2700 K	0.938

LUMEN OUTPUT MULTIPLIER - TRIM FINISH						
FINISH	CLEAR (AR)	PEWTER (PR)	WHEAT (WTR)	GOLD (GR)	WHITE (WR/WRAMF)	BLACK (BR)
Specular (LS)	1.00	0.88	0.83	0.95	N/A	N/A
Semi-specular (LSS)	0.95	0.84	0.79	0.90	N/A	N/A
Matte-diffuse (LD)	0.85	0.73	0.69	0.80	N/A	N/A
Paint	N/A	N/A	N/A	N/A	0.87	0.73

PHOTOMETRY NOTES

- Tested in accordance with IESNA LM-79-08.
- Tested to current IES and NEMA standards under stabilized laboratory conditions.
- CRI: 85 typical.

Choose Wall Controls.

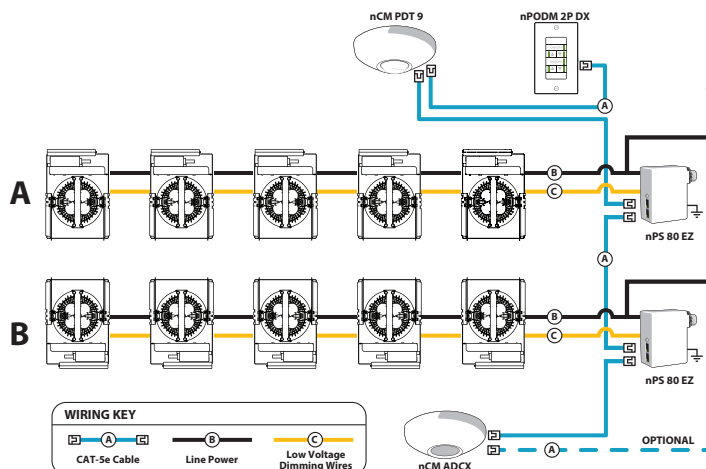
nLIGHT offers multiple styles of wall controls – each with varying features and user experience.



Push-Button WallPod
Traditional tactile buttons and LED user feedback



Graphic WallPod
Full color touch screen provides a sophisticated look and feel



EXAMPLE

Group Fixture Control*

*Application diagram applies for fixtures with eldoLED drivers only.

nPS 80 EZ Dimming/Control Pack (qty 2 required)

nPODM 2P DX Dual On/Off/Dim Push-Button WallPod

nCM ADCX Daylight Sensor with Automatic Dimming Control

nCM PDT 9 Dual Technology Occupancy Sensor

Description: This design provides a dual on/off/dim wall station that enables manual control of the fixtures in Row A and Row B separately. Additionally, a daylight harvesting sensor is provided so the lights in row B can be configured to dim automatically when daylight is available. An occupancy sensor turns off all lights when the space is vacant.

nLight® Control Accessories:

Order as separate catalog number. Visit www.sensorswitch.com/nLight for complete listing of nLight controls.

WallPod stations	Model number	Occupancy sensors	Model number
On/Off	nPODM [color]	Small motion 360°, ceiling (PIR / dual tech)	nCM 9 / nCM PDT 9
On/Off & Raise/Lower	nPODM DX [color]	Large motion 360°, ceiling (PIR / dual tech)	nCM 10 / nCM PDT 10
Graphic Touchscreen	nPOD GFX [color]	Wide view (PIR / dual tech)	nWV 16 / nWV PDT 16
Photocell controls	Model number	Wall Switch w/ Raise/Lower (PIR / dual tech)	nWSX LV DX / nWSX PDT LV DX
Dimming	nCM ADCX	Cat-5 cables (plenum rated)	Model number
		10', CAT5 10FT	CAT5 10FT J1
		15', CAT5 15FT	CAT5 15FT J1



Color: Black

Weight: 3.5 lbs

Project:

Type:

Prepared By:

Date:

Driver Info

Type	Constant Current
120V	0.12A
208V	0.09A
240V	0.08A
277V	0.07A
Input Watts	15.5W

LED Info

Watts	13W
Color Temp	4000K (Neutral)
Color Accuracy	71 CRI
L70 Lifespan	100,000
Lumens	1,824
Efficacy	117.7 lm/W

Technical Specifications

Listings

UL Listed:

Suitable for wet locations. Suitable for ground mounting.

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires and LED components have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

DLC Listed:

This product is listed by Design Lights Consortium (DLC) as an ultra-efficient premium product that qualifies for the highest tier of rebates from DLC Member Utilities. DLC Product Code: PYWG2NYF

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

Lumen Maintenance:

The LED will deliver 70% of its initial lumens at 100,000 hours of operation

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color

Color Stability:

LED color temperature is warranted to shift no more than 200K in color temperature over a 5-year period

Color Uniformity:

RAB's range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017.

Construction

Swivels:

Fully adjustable with sure-grip locks. 1/2" NPS threaded arm with serrated locking swivel fits all standard mounting covers. Color matched EZ Grip lock nuts. Stainless steel screw.

Housing:

Precision die-cast aluminum housing

Gaskets:

High-temperature Silicone

Finish:

Formulated for high durability and long-lasting color

Green Technology:

Mercury and UV free. RoHS-compliant components.

Cold Weather Starting:

Minimum starting temperature is -40°C (-40°F)

Technical Specifications (continued)

Construction

Maximum Ambient Temperature:

Suitable for use in 40°C (104°F)

Other

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish. RAB's warranty is subject to all terms and conditions found at rablighting.com/warranty.

Equivalency:

250W BR40

Patents:

LFLOOD thermal Management technology is protected under utility patents pending in the U.S., Canada and China.

Buy American Act Compliance:

RAB values USA manufacturing! Upon request, RAB may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

Electrical

Driver:

Multi-chip 13W high output long life LED Driver
Constant Current, Class 2 100V - 277V, 50/60 Hz

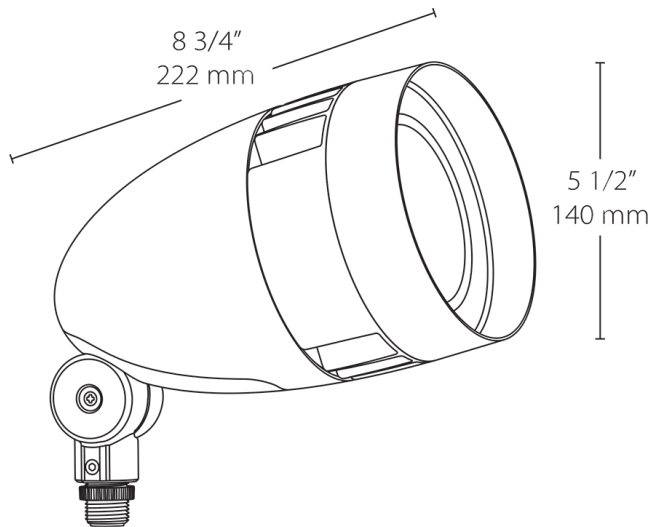
THD:

8.29% at 120V, 11.04% at 277V

Surge Protection:

4kV

Dimensions



Features

- 80% energy savings vs. PAR floods
- Mount on junction box or on RAB Mighty Post
- Patent-pending "Air-Flow" technology
- 5-Year, No-Compromise Warranty

Ordering Matrix

Family	Wattage	Color Temp	Finish	Driver Options
HBLED	13	N	B	
	18 = 18W 26 = 26W	Blank = 5000K (Cool) N = 4000K (Neutral) Y = 3000K (Warm)	A = Bronze W = White B = Black VG = Verde Green	Blank = No Option /D10 = 0-10V Dimming /480 = 480V (Only available for 26W)



WSR LED

Architectural Wall Sconce



Inverted available with
WLU option only.

Specifications Luminaire

Height: 7-1/4"
(18.4 cm)

Width: 18"
(45.7 cm)

Depth: 9"
(22.8 cm)

Weight: 17 lbs
(7.7 kg)

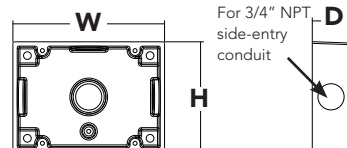


Optional Back Box (BBW)

Height: 4"
(10.2 cm)

Width: 5-1/2"
(14.0 cm)

Depth: 1-1/2"
(3.8 cm)



Catalog
Number

Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Introduction

The classic Architectural Wall Sconce is now available with the latest in LED technology. The result is a long-life, maintenance-free product with typical energy savings of 75% compared to metal halide versions. The integral battery backup option provides emergency egress lighting, without the use of a back-box or remote gear, so installations maintain their aesthetic integrity.

The WSR LED is ideal for replacing existing 50 – 175W metal halide wall-mounted products. The expected service life is 20+ years of nighttime use.

Ordering Information

EXAMPLE: WSR LED 2 10A700/40K SR3 MVOLT DDBTXD

WSR LED							
Series	Light Engines	Performance Package	Distribution	Voltage	Mounting	Options ³	Finish (required)
WSR LED	1 One engine (10 LEDs)	700 mA options: 10A700/30K 3000K	SR2 Type II	MVOLT ¹	Shipped included	Shipped installed	DDBXD Dark bronze
	2 Two engines (20 LEDs)	10A700/40K 4000K	SR3 Type III	120 ¹	(blank) Surface mount	PE Photoelectric cell, button type ^{4,5}	DBLXD Black
		10A700/50K 5000K	SR4 Type IV	208 ¹	Shipped separately²	SF Single fuse (120, 277, 347V) ⁴	DNAXD Natural aluminum
				240 ¹	BBW Surface-mounted back box	DF Double fuse (208, 240, 480V) ⁴	DWHXD White
				277 ¹	UT5 Uptilt 5 degrees	DMG 0-10V dimming driver (no controls)	DSSXD Sandstone
				347		ELCW Emergency battery backup ⁶	DDBTXD Textured dark bronze
				480		WLU Wet location door for up orientation ⁷	DBLBDX Textured black
						PIR Motion/ambient light sensor ⁸	DNATXD Textured natural aluminum
						DS Dual switching ⁹	DWHGXD Textured white
						Shipped separately	DSSTXD Textured sandstone
						VG Vandal guard	
						WG Wire guard	

Emergency Battery Operation

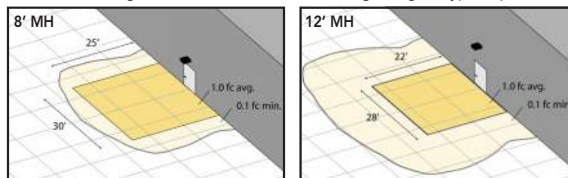
The emergency battery backup (ELCW option) is integral to the luminaire - no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product.

All ELCW configurations include an independent secondary driver with an integral relay to immediately detect AC power loss. Dual light engines are wired in parallel so both engines operate in emergency mode and provide additional component redundancy. These design features meet various interpretations of NFPA 70/NEC 2008 - 700.16

The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time supply power is lost, per International Building Code Section 1006 and NFPA 101 Life Safety Code Section 7.9, provided luminaires are mounted at an appropriate height and illuminate an open space with no major obstructions.

The examples below show illuminance of 1 fc average and 0.1 fc minimum of the single-engine Type IV product in emergency mode.

WST LED 1 10A700/40K SR4
MVOLT ELCW
10' x 10' Gridlines
8' and 12' Mounting Height



NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with photocell (PE), fusing (SF, DF), or dual switching (DS).
- May also be ordered separately as an accessory. Ex: WSBW DDBXD U. Must specify finish.
- Must be ordered with fixture; cannot be field installed.
- Not available with MVOLT option. Button photocell (PE) can be ordered with a dedicated voltage option. Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
- Not available with 480V option. Not available with motion/ambient light sensor (PIR).
- Integral battery pack is rated for -20° to 60°C operating temperature. ELCW warranty is 3-year period. Not available with 347V or 480V. Not available with WLU.
- WLU not available with PIR or ELCW.
- Specifies the SensorSwitch SFOD-7-ODP control (photocell included); see Motion Sensor Guide for details. Includes ambient light sensor. Not available with "PE" option (button type photocell). Dimming driver standard. Not available with WLU, VG or WG.
- Provides 50/50 luminaire operation via two independent drivers and light engines on two separate circuits. Not available with one engine, MVOLT, ELCW, WLU, SF, or DF. Must specify voltage; voltage must be the same for both drivers. When ordered with photocell (PE) or motion sensor (PIR), only the primary power source leads will be controlled.



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts.

Light Engines	Drive Current (mA)	Performance Package	System Watts (MVOLT ¹)	Dist. Type	40K (4000K, 70 CRI)				
					Nominal Lumens	B	U	G	LPW
1 (10 LEDs)	700	10A700/--K	24W	SR2	2,005	1	0	1	84
				SR3	2,029	1	0	1	84
				SR4	1,959	1	0	1	82
2 (20 LEDs)	700	10A700/--K	47W	SR2	3,944	1	0	1	84
				SR3	4,028	1	0	1	86
				SR4	3,851	1	0	1	82

1 See electrical load chart for 347/480V system watts.

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.10
10°C	50°F	1.06
20°C	68°F	1.02
25°C	77°F	1.00
30°C	86°F	0.98
40°C	104°F	0.92

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **WSR LED 2 10A700** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	0.94	0.88	0.77

Electrical Load

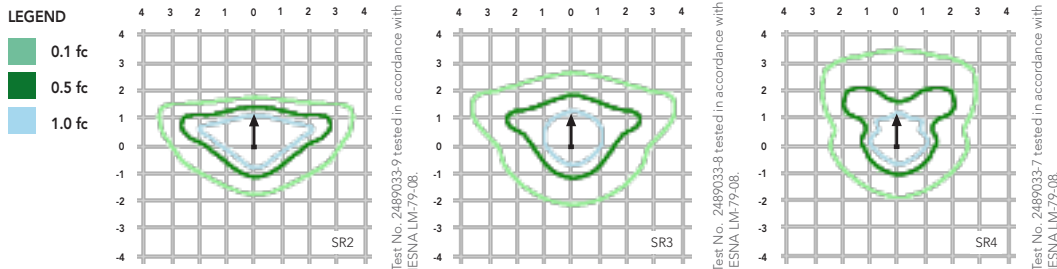
Light Engines	Drive Current (mA)	System Watts	Current (A)					
			120	208	240	277	347	480
1	700	24W	0.24	0.14	0.12	0.1	-	-
		29W ¹	-	-	-	-	0.09	0.07
2	700	47W	0.44	0.27	0.23	0.20	-	-
		53W ¹	-	-	-	-	0.17	0.12

1 Higher wattage is due to electrical losses from step-down transformer.

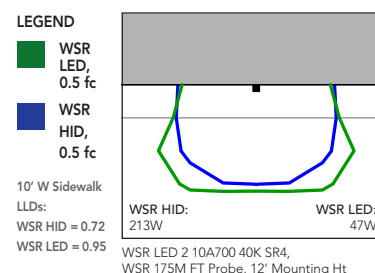
Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [WSR LED homepage](#).

Isfootcandle plots for the WSR LED 2 10A700/40K SR2, SR3, and SR4. Distances are in units of mounting height (12').



Distribution overlay comparison to 175W metal halide.



FEATURES & SPECIFICATIONS

INTENDED USE

The classic architectural shape of the WSR LED was designed for applications such as hospitals, schools, malls, restaurants, and commercial buildings. The long life LEDs and driver make this luminaire nearly maintenance-free.

CONSTRUCTION

The single-piece die-cast aluminum housing integrates secondary heat sinks to optimize thermal transfer from the internal light engine heat sinks and promote long life. The driver is mounted in direct contact with the casting for a low operating temperature and long life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP65 rating for the luminaire.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS

Precision-molded acrylic lenses are engineered for superior distribution, uniformity, and spacing in wall-mount applications. Light engines are 4000K (70 CRI). The WSR LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal core circuit board and integral aluminum heat sinks to maximize heat dissipation and promote long life (100,000 hrs at 25°C, L77). Class 2 electronic driver has a power factor >90%, THD <20%. Easily-serviceable surge protection device meets a minimum Category B (per ANSI/IEEE C62.41.2).

INSTALLATION

A universal mounting plate with integral mounting support arms allows the fixture to hinge down for easy access while making wiring connections.

LISTINGS

CSA certified to U.S. and Canadian standards. Light engines are IP66 rated; luminaire is IP65 rated and suitable for wet locations when mounted with the lenses down. WLU option offers wet location listing in "up" orientation. Rated for -30°C minimum ambient.

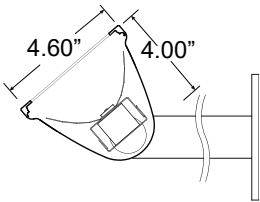
DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org to confirm which versions are qualified.

WARRANTY

Five year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.





PERFORMANCE AT 4000K

OUTPUT	DISTRIBUTION	NOMINAL LUMEN OUTPUT	INPUT WATTS	EFFICACY
High	Broad	1050 lm/ft	9.5 W/ft	110 lm/W
	Narrow	1085 lm/ft	9.5 W/ft	114 lm/W
Standard	Broad	527 lm/ft	4.75 W/ft	111 lm/W
	Narrow	544 lm/ft	4.75 W/ft	115 lm/W

Custom tuned output available from 25% to 125% of high output. Please consult factory for custom lumen output and wattage.

ORDERINGCODE

N1
G

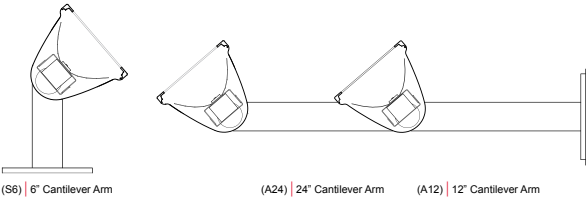
PROJECTINFO

TYPE

DATE

QUANTITY

MOUNTINGOPTIONS



N1	LENGTH	OUTPUT	LED CCT	VOLTAGE	DISTRIBUTION
N1	4 Nominal 4' 8 Nominal 8' R_ Nominal length 12' and over*	LS LED Standard Output LH LED High Output C_ LED Custom Output*	30 3000K 35 3500K 40 4000K	U Universal 120V - 277V 3 347V	B Broad N Narrow
*Specify lengths in 4' increments		*Available from 25% to 125% of LED High Output			

G	MOUNTING	FINISH	DIMMING	EMERGENCY
G Glass	A12 12" Cantilever Arms A24 24" Cantilever Arms S6 6" Ground Mount	T Titanium W White B Black DB Dark Bronze	D Standard 0-10V dimming* D1 HiLume Ecosystems 1% (LDE1) D2 ELV 5% dimming** D3 DMX 0.1% dim-to-dark (EldoLED) D4 DALI dim-to-off (EldoLED) NAIR nLight @AIR (dim-to-off) NWIR nLight @Wired (dim-to-off) DO Dimming - Other	E1 Emergency - battery*
		*1% Dimming standard unless otherwise specified. **Reference Lutron LITEA4 driver for compatible dimmers.		

SENSORS	OPTIONS
OC Occupancy Sensor - Ceiling PC Photocell / Daylight Sensor - Ceiling OPC Occupancy & daylight Sensor -Ceiling	N New York City Code
Sensor will be matched to dimming input.	

LIGHT OUTPUT

DISTRIBUTION

Symmetric Broad
Symmetric Narrow

OUTPUT

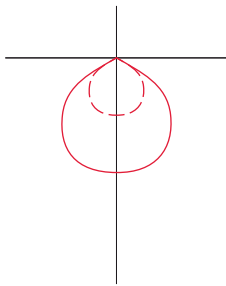
LH: High output -10 W/ft
LS: Standard output - 5 W/ft
C: Custom tuned output - Specify Wattage

PHOTOMETRIC DATA

SYMMETRIC BROAD
LH - 4000K - GLASS LENS

Lumens: 1050 lm/ft
Input watts: 9.5 W/ft
Efficacy: 110 lm/W

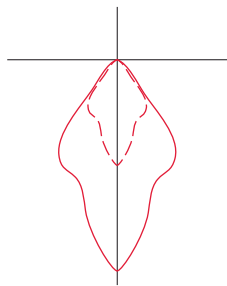
LH ———
LS - - - -



SYMMETRIC NARROW
LH - 4000K - GLASS LENS

Lumens: 1085 lm/ft
Input watts: 9.5 W/ft
Efficacy: 114 lm/W

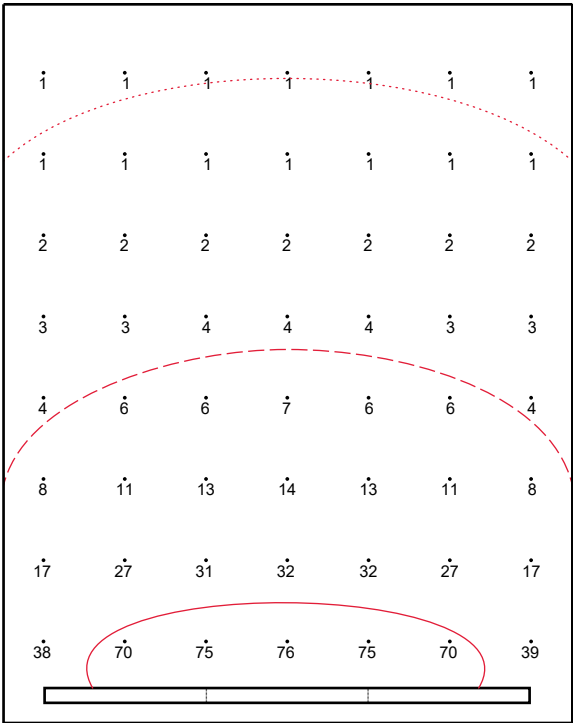
LH ———
LS - - - -



SAMPLE INSTALLATION - ACCENT WALL

SYM. BROAD - LS / 4000K

Wall height: 18 ft
Wall reflectance: 50%
Mounting height: 0.5 ft A.F.F. (ground mount)
Distance from wall: 2 ft
Tilt angle from vertical: 20 degrees
Fixture length: 12 ft
Calculation grid: 2 ft x 2 ft
Calculation plane (vertical): On wall
Average Illuminance (E_v): 14 fc
Uniformity: 14:1 (avg/min)

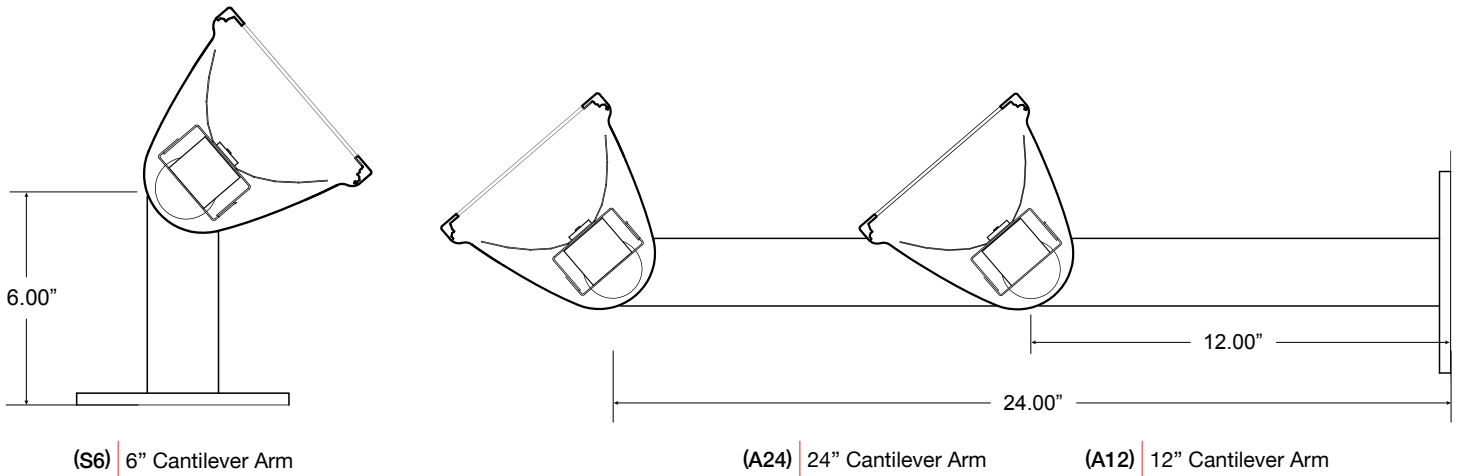


TOP VIEW
60 fc ———
5 fc - - - -
1 fc ······

LIGHT LOSS FACTORS (LLF)

OUTPUT	CCT	INDIRECT			
		BROAD		NARROW	
		CRI 80 +	CRI 90 +	CRI 80 +	CRI 90 +
LH (high)	4000k	1050 lm/ft	927 lm/ft	1085 lm/ft	958 lm/ft
	3500k	1028 lm/ft	897 lm/ft	1062 lm/ft	927 lm/ft
	3000k	989 lm/ft	847 lm/ft	1022 lm/ft	876 lm/ft
	2700k	951 lm/ft	803 lm/ft	983 lm/ft	830 lm/ft
LS (standard)	4000k	527 lm/ft	465 lm/ft	544 lm/ft	480 lm/ft
	3500k	516 lm/ft	450 lm/ft	533 lm/ft	465 lm/ft
	3000k	496 lm/ft	425 lm/ft	512 lm/ft	439 lm/ft
	2700k	477 lm/ft	403 lm/ft	493 lm/ft	416 lm/ft

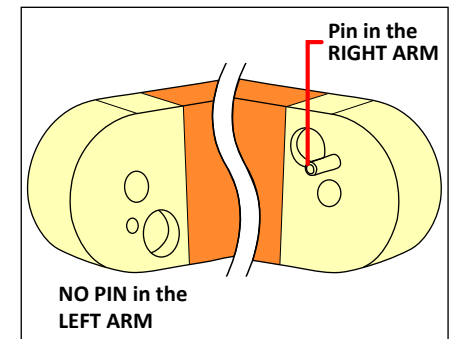
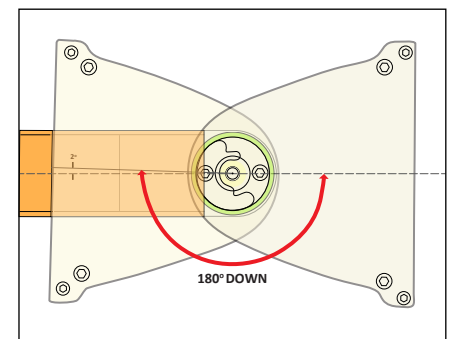
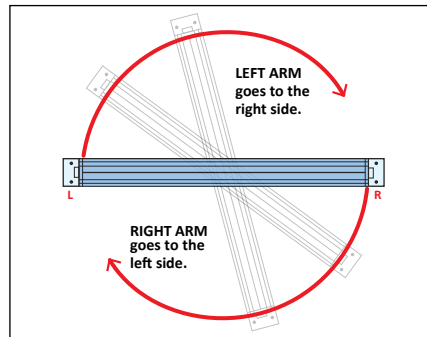
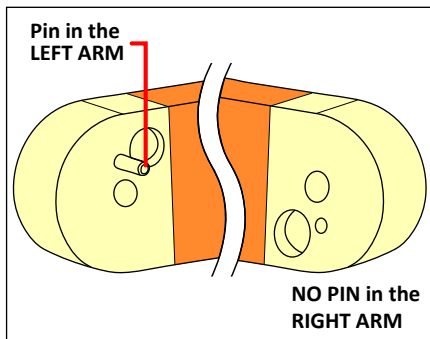
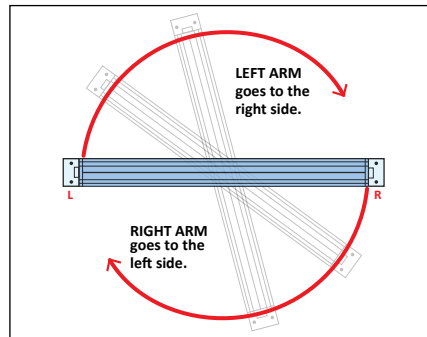
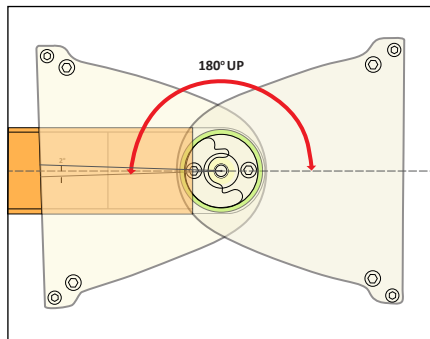
Factors above for high output (LH).
For standard output (LS) -50%.



EASE OF INSTALLATION

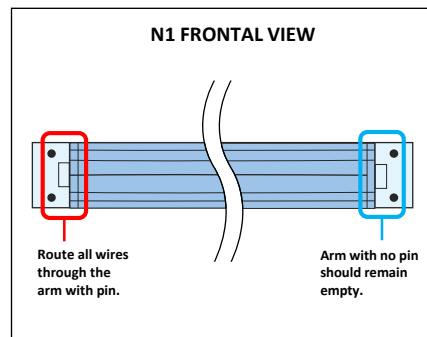
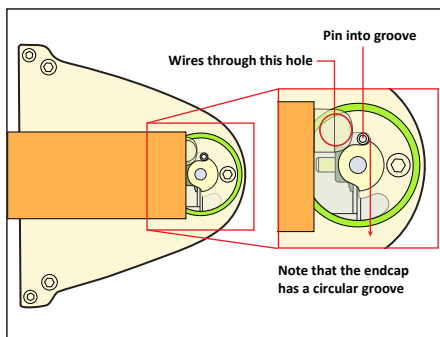
1). Determine Orientation

Orientation can be shifted from up to down by simply rotating the arm clockwise so pins are in opposite end.



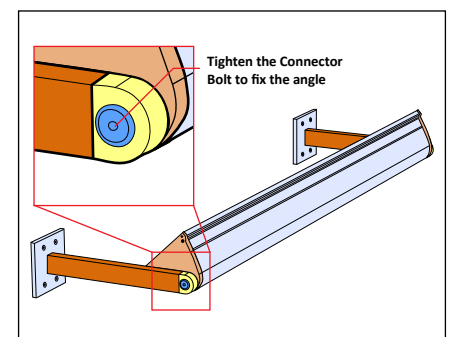
2). Attach Arm to Endcap

Inset pin into groove. Route powerfeed wiring into same end as pin.



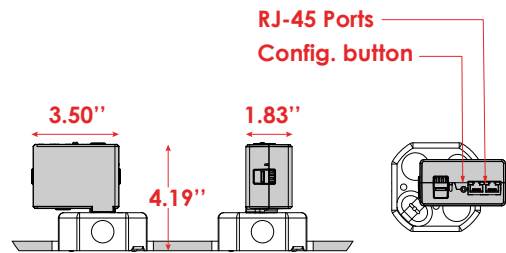
3). Rotate and Lock Desired Aiming Angle

Rotate and lock angle by tightening connector bolts.



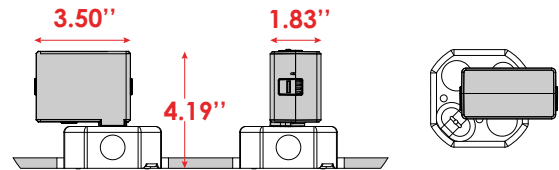
NLIGHT® DIMENSIONS

WIRED : nPP16



*Mounted on standard 4" octagonal j-box. Fits on any j-box with 5/8" knockouts

Air : rPP20



*Mounted on standard 4" octagonal j-box. Fits on any j-box with 5/8" knockouts

LINEAR DIMENSIONS

Elements - 4' and 8' nominal length individual fixtures that can be joined to create continuous row lengths.

OPTICS

A glass lens with broad or narrow distribution delivers versatile accent illumination.

LED LIGHT SOURCE

Custom manufactured linear board array uses high performance Nichia® LED in combination with a performance driven heat sink technology. Tested in accordance with LM79 and LM-80; L70>60,000hr; operated at reduced output for high efficacy and lumen maintenance. 3000K, 3500K, and 4000K with 80+ CRI standard; other color temperatures and 90+ CRI available upon request, contact factory. LED color variation maintained at a 3-step MacAdam ellipse (SDCM 3x). LEDs are available in Low, Standard, and High outputs. Refer to photometry for delivered lumens. Custom output in the range of 25% to 125% of high output, contact factory.

LED DIMMING DRIVER

Factory tuned constant current electronic 0-10V control dimming driver is standard. Specification grade dimming down to 1%. Driver life of 50,000 hrs with ambient operating temperature range of -30°C to 50°C, maximum case temperature of 75°C. Electrical specifications at maximum driver load: PF >0.9, THD <20%, >85% Efficiency. Other available drivers include Lutron Eco-system H-series (LDE1): Hi-lume™ 1% LED dimming driver with Soft On, Fade to Black; and DMX and DALI protocol drivers. Other Lutron and specialty drivers available, contact factory.

EMERGENCY

Factory installed integrated fixture LED emergency battery pack for both normal and emergency operation, 120-277v only. Unit contains long-life Ni-Cad recyclable battery, 24 hour charger, and converter circuit. Test switch and charge indicator provided. Test button to be remote located by others in accordance with local code. Emergency mode provides constant power to a nominal 12W LED load for a period of 90 minutes, delivering 1200 lumens of unwavering illumination throughout the full 90 minute emergency duration. Unless otherwise specified, the emergency battery pack will illuminate one 2 foot end of the fixture in the direct portion of the fixture.

Emergency circuiting provided as a separate circuit from normal power circuit according to NEC requirements, specify circuit length and location.

CONTROLS

Low-profile integral occupancy and daylight sensors are available to deliver high performance control in an architecturally pleasing package.

Integrated nLight ® for system networking wired and wireless:

NLIGHT ® AIR WIRELESS

The integrated API smart sensor is part of each luminaire in the nLight® AIR network, which can be grouped to control multiple luminaires. The granularity of control with the digital PIR occupancy detection and daylight sensing makes a great solution for any application. Optionally you can order nLight® AIR less sensors for compatibility with an nLight Air wireless system. The rLO, rES7, rMSOD, and rCMS models are available for integration.

CONTROLS AND SYSTEM NETWORKING OPTIONS

For wired networking via Cat-5e, choose an nLight® wired module. The nLO EZ PH, nLO EZDL CCT, nES7 and nCM are available for integration.

Other manufacturer controls may be available for product integration, contact factory.

MOUNTING

Cantilevered ceiling or wall mount using 12" or 24" cantilevered arms. Integral power feed through arm and single gang plate (provided) into junction box (up to 4/O by others). Joiner arms with through wiring provided for continuous row fixtures. Wall bracket option provided with backing plate for individual fixtures only. Fixture housing adjustable up to 360°.

STRUCTURE

Robust, high quality 60% recycled aluminum extruded housing. 0.040" thick aluminum internal gear trays. Flat or flanged aluminum end caps. Aluminum joiner brackets. 4 lbs/ft approximate fixture weight.

FINISH

Electrostatically applied powder coat finish. Standard finish options include titanium, white, black and dark bronze. Other colors and custom finish options available, specify RAL# or contact factory regarding custom finish requirement.

LISTING

IP66 rated and UL/CUL rated for Wet Locations. Tested in accordance with UL 1598 and certified to CEC/CSA C22.1, NEC, ANSI/NFPA 70, and NOM-001-SEDE. Compiles with UL definition of wet locations to prevent accumulation of water on live parts, electrical components, or conductor not identified for use in contact with water.

WARRANTY

Limited defect-free manufactured equipment warranty provided under normal use and proper storage for a period of one (1) year. LED products (LED boards and drivers) will be covered for a period of five (5) years. Please refer to full terms and conditions on our website. Wet location fixtures are not recommended for extreme wet weather conditions and must be installed according to factory drawings; there is a modified warranty for LED components installed in applications not in accordance with factory recommendations/drawings. Please refer to full terms and conditions on our website.

FUNDING USES

Description	Amount
Sitework	
Earthwork	\$223,817
Utilities	\$17,500
Exterior Improvements	\$202,656
<i>Subtotal</i>	<i>\$443,973</i>
Construction	
<i>Construction</i>	<i>\$2,635,386</i>
Softcosts	
FF&E	\$201,798
Technology	\$53,471
Signage	\$40,000
Artwork	\$20,000
<i>Subtotal</i>	<i>\$315,269</i>
Professional Services	
Architect	\$249,202
Construction Management	\$98,000
General Requirements	\$383,611
Reimbursables	\$5,000
Geotechnical	
Commissioning Agent	
Other Consultants	
<i>Subtotal</i>	<i>\$735,813</i>
Additional	
Building Permit	\$23,800
wac/sac	\$25,500
Contingency	\$321,788
<i>Subtotal</i>	<i>\$371,088</i>
TOTAL ALL CATEGORIES	\$4,501,529

FUNDING SOURCES

Description	Amount
City HL General Fund	\$250,000
MDE Grant	\$730,000
USDA Community Facilities Loan	\$3,520,000
TOTAL ALL CATEGORIES	\$4,500,000



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider Ordinance 22-01 Modifying Street Name in Terning Trails to Robbie Lane

SECTION: New Business

FROM: Nick Haggenmiller, City Administrator

BACKGROUND: When the original plat for Terning Trails was adopted in 2007, street names were assigned. Heritage Avenue is a small street section that was officially built out in 2021. The developer has made a request on behalf of the excavator on the project to rename the street to “ROBBIE LANE” after his son who passed away in an auto accident in 2000. Robbie Hickman was a Howard Lake graduate. As the subdivision has not been built out, this is a pretty easy accommodation to make via ordinance modification and recording to the property.

Typically, name changes are treated with considerable caution as it involves notification of property owners, the 911 system, stationary etc. However, since no homes have been built this is much easier to accommodate. Additionally, the City has precedence for name changes. In 2013, the City changed the name of 40th Street to 1st Street East when the Lodge of Howard Lake was built.



DECISION MAKING METRICS:

FINANCIAL: There are no cost consequences to this request.

LEGAL: The ordinance modification was drafted by the city planner and will be recorded against the property.

STRATEGIC PLAN: Sustain & Enhance Community Traditions

COUNCIL ACTION REQUESTED: Adopt Ordinance 22-01 Modifying Street Name to Robbie Lane

ATTACHMENTS:

1. Ordinance 22-01 Modifying Street Name to Robbie Lane

ORDINANCE NO. : 22-01

CITY OF HOWARD LAKE
WRIGHT COUNTY, MINNESOTA

AN ORDINANCE RENAMING “HERITAGE WAY” WITHIN
TERNING TRAILS PLAT 2 TO “ROBBIE LANE”

THE CITY COUNCIL OF THE CITY OF HOWARD LAKE ORDAINS:

Section 1. Street Name Changed. The public street "Heritage Way" within
Terning Trails Plat 2 within the City of Howard Lake is changed to "Robbie Lane".

Section 2. Effective Date. This Ordinance shall be effective upon its passage and
publication.

PASSED AND ADOPTED BY THE HOWARD LAKE CITY COUNCIL THIS 18TH
DAY OF JANUARY, 2022.

CITY OF HOWARD LAKE

BY: _____
Peter Zimmerman
Mayor of Howard Lake

ATTEST

BY: _____
Nicholas Haggenmiller
City Clerk-Administrator
(seal)



HOWARD LAKE CITY COUNCIL MEETING

JANUARY 18, 2022

AGENDA ITEM: Consider Resolution 22-03 Approving Participation in National Opioid Settlement.

SECTION: New Business

FROM: Nick Haggemiller, City Administrator

BACKGROUND:

A recent nationwide settlement was reached with pharmaceutical companies concerning the intentional overprescribing of opioid medications. As such, the Minnesota Attorney General's Office and the League of Minnesota Cities Insurance Trust has provided model resolution for cities to opt into the settlement.

Quick Summary:

- All cities are eligible to participate in the settlements but in order to do so, they must approve and sign the MOA and various participation forms and submit to the attorney general's office.
- Participating in the settlements will require a city to release any claims they might have against the opioid distributors and manufacturers. That is not believed or known to be an issue for Howard Lake.
- Only certain Minnesota cities are entitled to receive local allocations under the settlements and Howard Lake is not one of them. That said, cities are only eligible for future grant moneys and programming that originate from the hundreds of millions in settlement dollars *if they participate in the settlements*. It is unknown whether the city may want to participate in state or county grants or programming that may exist in the future, but a failure to participate in the settlements now will preclude such participation.
- Participating will not create or impose any additional obligations, administrative, record-keeping, or otherwise on cities that are not receiving a local allocation. The only potential obligations would be those tied to any programming should the city desire to participate down the road, e.g. grants.

It is believed that participating in this settlement would not hurt or cause any undue cost/administrative burden. Additionally, discussing this matter with the police chief, opioid abuse have been historically low frequency in Howard Lake. However, as this settlement has financial opportunities stretching nearly 20 years, situations may change that would make this a more pressing matter.

Since Howard Lake would not be a direct recipient of settlement funds, here are couple examples that we would see:

- Grant opportunities
- Drug Task Force Training/overtime funding
- Prevention and Education materials and funding

DECISION MAKING METRICS:

FINANCIAL: There is not a cost associated with the adoption of this resolution. Doing so does potentially present future funding opportunities as identified above.

LEGAL: The materials have NOT been reviewed by the city attorney. However, the materials have been vetted through the General Counsel of the League of Minnesota Cities.

STRATEGIC PLAN:

1. Ensure a Safe & Healthy Community

COUNCIL ACTION REQUESTED: Adopt Resolution 22-03 Approving Participation in Opioid Settlement.

ATTACHMENTS:

1. Resolution 22-03
2. Various Publications from LMC & Attorney General

RESOLUTION 22-03
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND AUTHORIZING PARTICIPATION IN NATIONAL OPIOID SETTLEMENTS

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

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

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

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

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

NOW, THEREFORE, be it resolved by the City Council of the City of Howard Lake, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Howard Lake.
2. The City of Howard Lake supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Howard Lake.
4. City Staff is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Adopted by the City Council January 18, 2021

Nick Haggenmiller, City Clerk

Pete Zimmerman, Mayor

MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

I. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Allocation of Settlement Proceeds

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

C. Statutory change.

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

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

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

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

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

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

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

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

III. Special Revenue Fund

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

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

IV. Opioid Remediation Activities

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

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

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

V. Reporting and Compliance

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

VI. Backstop Fund

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

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

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

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

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

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

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

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

VII. General Terms

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

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

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

C. Dispute resolution.

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

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

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

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

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

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

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

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

this ____ day of _____, _____ by:

Name and Title: _____

On behalf of: _____

EXHIBIT A

List of Opioid Remediation Uses

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

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

G. PREVENT MISUSE OF OPIOIDS

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

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

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

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

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

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

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

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

K. TRAINING

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

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

L. RESEARCH

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

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

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

M. POST-MORTEM

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

EXHIBIT B

Local Abatement Funds Allocation

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

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

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

EXHIBIT K

Settlement Participation Form

Governmental Entity:	City of Howard Lake	State:	Minnesota
Authorized Official:	Mayor, Pete Zimmerman		
Address 1:	625 8th Ave		
Address 2:	PO BOX 736		
City, State, Zip:	Howard Lake, MN, 55349		
Phone:	320-543-3670		
Email:	cityadmin@howard-lake.mn.us		

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: Pete Zimmerman

Title: Mayor

Date: _____

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	City of Howard Lake	State:	Minnesota
Authorized Official:	Mayor, Pete Zimmerman		
Address 1:	625 8th Ave		
Address 2:	PO BOX 736		
City, State, Zip:	Howard Lake, MN, 55349		
Phone:	320-543-3670		
Email:	cityadmin@howard-lake.mn.us		

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____