AGENDA
BIG LAKE CITY COUNCIL
WORKSHOP

WEDNESDAY, OCTOBER 23, 2019
5:00 p.m.

1) CALL TO ORDER
2) ROLL CALL
3) ADOPT PROPOSED AGENDA
4) BUSINESS
   4A. Data Practice Training for City Officials Presented by League of MN Cities Staff Attorney Jacob Glass
   4B. Discuss Opioid Class Action Lawsuit
   4C. Update on the McDowall Park Trail Edge Work Project Improvements
   4D. New Ideas Discussion
5) OTHER
6) ADJOURN

Disclaimer: This agenda has been prepared to provide information regarding an upcoming workshop of the Big Lake City Council. This document does not claim to be complete and is subject to change.
**COUNCIL DIRECTION REQUESTED**
None

**BACKGROUND/DISCUSSION**
With recent changes to the City Council, Staff felt it would be beneficial to offer a training session to City Officials regarding the Data Practice Law and Records Retention. As a member of the League of MN Cities (LMC), the City can request training services at no cost to the City. LMC Staff Attorney Jacob Glass will be in attendance at the October 23 Council Workshop to provide information pertaining to the MN Government Data Practices Act (MGDPA) regulated by MS Chapter 13.

The laws attempt to balance the public’s right to know what the government is doing, the individuals’ right to privacy in government data created and maintained about them, and the government’s need to function responsibly and efficiently. All cities must comply with the MGDPA. The Law applies to City Staff, as well as Council’s and other governmental agencies/commissions.

Government data is defined as all data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use. This means data regulated by the MGDPA is not just the paper files at City Hall, but include computerized files, e-mails, photographs, charts, maps, videotapes, audio-tapes, and even handwritten notes and working documents. Mr. Glass will be able to provide a more detailed explanation of specific types of data.

**FINANCIAL IMPACT**
N/A

**ALTERNATIVES**
N/A

**ATTACHMENTS**
PowerPoint Presentation from the LMC.
Data Practices

Jacob Glass, Staff Attorney, LMC
Data Practices Act

- Regulates collection, creation, storage, maintenance, dissemination, and access to government data.
- Applies to planning commissions, advisory boards, HRA, EDA, etc.
What is Government Data?

• All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

  • M.S. § 13.02 subd. 7.
Data Practices Act

- Presumes government data is public unless federal law, state law, or temporary classification says otherwise.

  - M.S. § 13.01 subd. 3.
Types of data & who has access

- 3 classifications, with subcategories:
  - Data on individuals
    - Public, private, and confidential
  - Data not on individuals
    - Public, non-public, protected non-public
  - Data on decedents
    - Public, private, confidential
- Who can access data depends on data’s classification.
Data on individuals

- Defined as all government data in which any individual is or can be identified as the subject of that data.

<table>
<thead>
<tr>
<th>Data on individuals</th>
<th>Who has access</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public data</td>
<td>Anyone</td>
</tr>
<tr>
<td>Private data</td>
<td>Data subjects</td>
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<tr>
<td></td>
<td>Government employees and officials with business need to know</td>
</tr>
<tr>
<td>Confidential data</td>
<td>Government employees and officials with business need to know</td>
</tr>
</tbody>
</table>
Data **not** on individuals

- Defined as all government data which is not data on individuals.
  - Examples include: corporations, partnerships, non-profits, etc. or scientific, study, or surveys.

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<th>Who has access</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public data</td>
<td>Anyone</td>
</tr>
</tbody>
</table>
| Non-Public data                   | Data subjects
Government employees and officials with business need to know |
| Protected Non-Public data         | Government employees and officials with business need to know                 |
Data on decedents

- Not defined by law.
- Is generally considered to be data related to an individual who is no longer living.

<table>
<thead>
<tr>
<th>Data on decedents</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Public data</td>
<td>Anyone</td>
</tr>
<tr>
<td>Private data</td>
<td>Representative of decedent</td>
</tr>
<tr>
<td></td>
<td>Government employees and officials with business need to know</td>
</tr>
<tr>
<td>Confidential data</td>
<td>Government employees and officials with business need to know</td>
</tr>
</tbody>
</table>
Quick quiz

- What is the data’s classification? (Public, Private, Confidential).

  1. Name of a finalist for a staff position?

  2. Identity of person making a complaint about someone’s property?

  3. Unsealed bids?

  4. Text messages, emails, and letters between council members
Temporary Classifications

• A city may apply to the commissioner of the Department of Administration to classify specific data as private, nonpublic, confidential or protected nonpublic when the data might otherwise be public.

• Upon the filing of an application for temporary classification, the data that is the subject of the application is deemed to be classified as set forth in the application for a period of 45 days, or until the application is disapproved, rejected, or granted by the commissioner, whichever is earlier.

• A city must show there is no other law prohibiting temporary classification and that similar other data is treated equally.
Changing classifications

• Data can change classifications in certain circumstances.
• Unless expressly provided by a particular statute, the classification of data is determined by the law applicable to the data at the time a request for access is made—regardless of the data’s classification at the time it was collected, created or received.
Two things to remember

• First, you cannot require the person making the data request to give a reason why they want the information.

• Second, you generally cannot require identification when a person asks for data (unless you need to verify they are the subject or it “facilitates access” to the data).
More requirements

• The city must have a public document that includes several things, including:
  • public access procedures
  • the name of the responsible authority. Who is the responsible authority? Unless someone else is specifically designated— you probably are!
  • a description of each category of record, file, or process relating to private or confidential data on individuals maintained by the city (data inventory)
  • forms used to collect private and confidential data

• The city must also appoint a responsible authority and the compliance official. They can be the same person. We will talk a little more about what these roles mean, but how many of you are
  1. Responsible authority?
  2. Compliance official?
  3. Both?
MGDPA Responsible authority powers

- Implement the MGDPA and accompanying rules in the city.
- Make good faith attempts to resolve all administrative controversies arising from the city’s practices of creation, collection, use, and dissemination of data.
- Prescribe changes to the administration of the city’s programs, procedures, and design of forms to bring those activities into compliance with the MGDPA and the accompanying rules.
- Take all administrative actions necessary to comply with the general requirements of the MGDPA, particularly the rights of subjects of data.
- Where necessary, direct *designees* to perform the detailed requirements of the MGDPA and the accompanying rules under the general supervision of the responsible authority.
MGDPA Responsible authority duties

• Classifying, maintaining, and disseminating data.
• Not as simple as it may sound…
Compliance official

- Designated employee.
- Answers questions or concerns regarding data practices issues/problems.
- Can be same as responsible authority.
Response times

• At time of request, if possible; otherwise as soon as reasonably possible.
  • No definition so some discretion.

• If subject of data requests, you must respond immediately if possible.
  • If not possible, must respond within 10 business days.
Denying a request

• Must inform requestor.
  • Orally at the time of request; or in writing as soon as possible.

• Must include the specific reason for denial.
  • State statute
  • Temporary classification
  • Federal law
Data Request Costs

• No fee to view data.

• Copies (100 or fewer pages)
  • $0.25/page single-sided B&W
  • $0.50/page double-sided B&W

• Other requests (more than 100 pages B&W, photos, DVDs, etc.)
  • Actual costs
Quick quiz

- Requestor wants a list of dates of meetings when a new project was discussed. How do you respond?

- Requestor wants a list of dates that new project has been discussed around the city office. How do you respond?
Creating and formatting data

• No obligation to
  • Create data
  • Change format of data
  • Manipulate data
Quick quiz

A resident approaches you and asks you for a copy of some city police department data. How do you respond?

- “I really shouldn’t, but I will get you a copy just to help you out.”
- “It depends. What do you need it for?”
- “Sure, I will go get you a copy and meet you back here in a few minutes.”
- “We have a policy that these sorts of requests be made to the city’s Responsible Authority.”
Law enforcement data

• Special provisions for law enforcement data
• Several data classifications
• Complicated area
Body Cameras

- New Law pertaining to police-worn body cameras.
- Classifies data recorded with body cameras.
- Key takeaway: must have a policy!
Electronic data

- MGDPA does not specifically address electronic data.
- MGDPA applies to all data regardless of physical form, storage media, or location.
- Applies to email, text messages, backup media, videotapes, etc.
- Maintained, classified, accessed like other government data.
Electronic data

- Telecommuting can create government data not stored at city hall.
- Still considered government data regardless of its location.
- Consider technology policy regulating use and storage of government data on personal computers.
Email

- Issues with use, storage, and retention.
- Classification of email.
  - Depends on its purpose and content
  - Could contain both public and not-public data
Technology policies

- Technology policy should cover use of email for city business.
  - If used for official business, data is subject to MGDPA.
  - Content of email determines its classification.
  - Should also cover retention of email.
Email: Data? Record? Both?

- If email is government data, DPA applies.
- If email is government record, covered by records-retention schedule.
- May be government data but *not* government record SO you can dispose of it.
What do you think?

• The Duluth Airport Authority Board requests an advisory opinion.

• MGDPA request; Text messages, emails, etc. between board members, airport employees, and airline representatives.
• Board members’ personal cellphones, computers, and home addresses.

• Is this government data?
Personnel Data

• Government data maintained because individual is or was an employee of a city, applicant for employment, volunteer, or independent contractor.
• General presumption reversed.
• Presumed private except for personnel data specified as public.
What do you think?

• Is a public employee’s work email address public data?

• Under the MGDPA, a public employee’s “work location” is public data.
Disciplinary Data

- While entity is investigating, existence and status of complaint or charge about an employee is public.

- All other related dates are private during the investigation.
Disciplinary Data, cont.

- If no discipline follows investigation:
  - No additional data become public and all related data remain private.

- If there is discipline and final disposition:
  - Specific reasons for the disciplinary action and data that document the action are public.
Final Disposition

- Government entity makes its final decision about discipline.

- Final disposition includes resignation if after final decision.

- Final Disposition when there is a collective bargaining agreement:
  - Conclusion of arbitration proceedings, or
  - Failure of employee to elect arbitration
Final Disposition, cont.

• Disciplinary action is not public if:
  
  • Arbitrator sustains employees grievance, and
  • Reverses all aspects of discipline
What do you think?

• City decides to terminate employee following an investigation (no collective bargaining agreement). The city makes public the existence and status of the complaint and reasons for disciplinary action. Did the city comply with data practices requirements?

  • Yes?
  • No?
What do you think?

• What if the employee resigns *before* the decision to terminate? Can the City release data about the investigation?
  
  • Yes?
  • No?
What do you think?

• What if the employee resigns **after** the decision to terminate? Can the city release the reasons for discipline/termination?

  • Yes?
  • No?
What do you think?

• Following an investigation, City decides to suspend an employee subject to a collective bargaining agreement. The city releases specific reasons for the suspension. Did the city comply with data practices requirements?

  • Yes?
  • No?
What do you think?

- What if employee resigns **after** the decision to suspend and chooses not to grieve the suspension? Can the City release the specific reasons for discipline?

  - Yes?
  - No?
Elected Officials

- Is data on elected officials personnel data?
  - Government-entity should make a determination
  - If not considered employees, presumptively public data
  - If considered employees, presumptively private data
Penalties

• Civil
• Criminal
• Administrative
• Protection from penalties if act in compliance with advisory opinion
What do you think?

- Person complains about junk on neighbor’s property. Neighbor requests name of person who complained. Must you provide it?
  - Yes
  - No
What do you think?

• Under the data practices act, emails are classified as:
  
  a) Always public  
  b) Always private  
  c) Classification depends upon the content of the email  
  d) Emails are not government data
What do you think?

- City receives a data request for all of a particular employees’ emails during particular dates. During the relevant time frame, the employee sent an email to her mother asking what she will be bringing to a Fourth of July picnic. Must the city provide this email?

  - Yes
  - No
What do you think?

- Person requests that the city mail August 3, 2013 city council minutes to them. You should:

  a) Refuse to mail because cannot ask for identity of requester.
  b) Request name and address of requester for purpose of mailing.
  c) Require the requester to identify the reason why they want the minutes before responding to the request.
What do you think?

- Citizen requests email addresses of all persons who signed up to receive email notification of snow emergencies. Must you provide the email addresses?
  - Yes
  - No
What do you think?

• You draft a city report on your home computer and save it there. The draft is:

   a) Subject to a data request
   b) Subject to a discovery request
   c) A potential headache for you and the city’s responsible authority
   d) All of the above
Where to go for assistance

• City attorney

• LMC Research: (651) 281-1200 or (800) 925-1122 research@lmc.org

• Minnesota Data Practices Office: 800-657-3721 or info.dpo@state.mn.us
COUNCIL DIRECTION REQUESTED
Give staff direction on how to proceed with the Opioid Epidemic Class Action Lawsuit

BACKGROUND/DISCUSSION
The City received the attached notice regarding a class action lawsuit against manufacturers, distributors, and retailers of prescription opiate drugs. The class is seeking compensation for money spent addressing the opioid crisis. For instance, the City of Big Lake Police Department has responded to numerous calls pertaining to opioid overdoses, and has supplied medication that can reverse an overdose. In a Class Action suit, all of the impacted parties, or the class, would collectively come to a settlement agreement with the defendants, in this case the opioid manufacturers, distributors, and retailers. 49 of the larger communities represented in the class negotiate on behalf of the class. Those cities are listed in the attachment. If money is awarded to the class, the City would receive a part of a settlement. The City is automatically included in the class, but has the option to opt out by November 22. By staying in the class, the City would give up its right to any further legal action against the companies in question.

Staff has discussed this item with the City Attorney who has indicated that the prevailing wisdom in the municipal legal world is to stay as a part of the class. A city of Big Lake’s size would likely not have enough expenses to justify taking this to court on its own. According to the class action lawsuit’s website, the City would receive $2,882 as part of the settlement assuming that the total settlement is $1billion. At this time there have been no settlement amounts, so it is hypothetical.

One portion of this settlement involves an estimated $10billion from Purdue Pharmaceuticals. Some have opposed this portion of the settlement because the owners of the company have received an estimated $13billion in profits from the pharmaceutical company, and they will only be paying back $3billion of that money as part of the lawsuit. Arizona and 25 other states are now opposing the deal with Purdue.

Because the City of Big Lake has incurred expenses as a result of the opioid crisis, and the City is likely not in a position to independently sue these companies, City staff supports taking no action at this time and remaining as part of the class action suit.

FINANCIAL IMPACT
None

ALTERNATIVES
1. Remain part of the Class Action Suit
2. Take action to be removed from the Class Action Suit
NPO Litigation
PO Box 6727
Portland, OR 97228-6727

Chief Legal Officer
CITY OF BIG LAKE
160 LAKE ST N
BIG LAKE MN 55309-7500

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CLASS ACTION NOTICE AND FREQUENTLY ASKED QUESTIONS ("FAQs")

To: All U.S. Counties, Cities, and Local Governments as listed at www.OpioidsNegotiationClass.info

A court authorized this notice. This is not a solicitation from a lawyer.

- Counties and cities across the country have sued manufacturers, distributors, and retailers of prescription opiate drugs seeking, among other things, reimbursement for monies spent addressing the opioid crisis. All federal actions have been centralized into one court in Ohio and are entitled, In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio). Additional cases are pending in state courts.

- The Court in In re: National Prescription Opiate Litigation has certified a voluntary “Negotiation Class” (“Class”). The Class is defined as: all counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”). The Class includes all counties and cities, whether they have filed a lawsuit or not. The complete current list of Class Members is available at the Class website: www.OpioidsNegotiationClass.info. This list may be updated as the Court may order.

- NO SETTLEMENT HAS BEEN REACHED. HOWEVER, IF YOUR COUNTY OR CITY STAYS IN THE CLASS, it will be bound if a Class settlement is approved in the future. Your county or city will likely NOT be provided another opportunity to be excluded from this Class action, so you should read this notice carefully and consult with your counsel regarding your county or city’s rights.

- The Court has certified two Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims under Rule 23(b)(3) and two Controlled Substances Act (“CSA”) issues under Rule 23(c)(4). (see FAQ 7). The Class is certified solely to consider and vote on any future settlement offers made to the Class by one or more of 13 defendants (see FAQ 5). The purposes of the Class are (a) to unify cities and counties into a single negotiating entity to maximize their bargaining power and (b) to provide finality to opioids litigation for any settling Defendant.

- This Negotiation Class will not decide any claims or defenses in opioids litigation on the merits. It is certified as a Negotiation Class only, to facilitate Class Members’ approval or rejection of proposed settlements. There are no proposed settlements at this time, and no guarantee that there will be in the future. However, your legal rights are affected and it is recommended that you consult with counsel regarding the choice you have to make now.

Questions? Visit www.OpioidsNegotiationClass.info
### YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

<table>
<thead>
<tr>
<th>STAY IN THE CLASS</th>
<th>Stay in the Class. Await the negotiation outcome, but retain the right to pursue your own lawsuit in the meantime. Give up certain rights if a Class settlement is reached and approved by the Class and Court, but get a share of any Class settlement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQUIRES NO ACTION</td>
<td>By taking no action in response to this Notice, you remain in the Class. As a Class Member, you will still retain your right to pursue your own case unless and until any possible Class settlement is approved by the Court. As a Class Member, you have the right to vote on any settlement proposed to the Negotiation Class. A settlement will not be accepted unless supported by 75% of the voting Class Members, counted by number, population, and allocation, for both litigating and non-litigating entities, and approved by the Court. Settlement funds will be distributed at the county level and each county’s share – and city’s suggested share – can be viewed now by utilizing the Allocation Map at the Class website, <a href="http://www.OpioidsNegotiationClass.info">www.OpioidsNegotiationClass.info</a>. If the Court approves any settlement, that judgment will prohibit Class Members from suing the settling Defendant(s) about the claims and issues in the litigation.</td>
</tr>
<tr>
<td>REQUIRES ACTION BY NOVEMBER 22, 2019</td>
<td>Those who exclude themselves from the Class cannot vote on, will not have the right to be paid under, and will not be bound by, any Class settlement. You keep any rights to negotiate separately about the same legal claims in this lawsuit, even if the Court approves a settlement for the Class. Class Members may exclude themselves from (“opt out” of) the Class by having an authorized officer or employee complete and sign the Exclusion Request Form enclosed here and submit it on or before November 22, 2019 by email or mail in accordance with the instructions in FAQ 26 below.</td>
</tr>
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</table>

- Class representatives and Class counsel will represent the Class in negotiations with Defendants who choose to do so. You may enter an appearance through an attorney (at your own expense) if you desire, but it is not required. Class Membership does not eliminate existing agreements with individual counsel. The procedure for payment of Class/common benefit attorneys’ fees/costs in connection with any Class settlement must be approved by the Court. Details of the proposed options and procedures for fees and costs are posted on the Class website.

- For complete information on the Class, the settlement allocation formulas, the Class certification motion and Order, the list of included Class Members, the voting process to be used by the Class in accepting or rejecting any Class settlement offer, and an Allocation Map determining your allocation of any proposed settlement, go to [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info). Important information on the Opioids-related litigation, including all pertinent Orders and Schedules, and Frequently Asked Questions, will be available on the Class website on an ongoing and current basis.

Your rights and options are further explained below. Any questions? Read on and visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info).

**DO NOT WRITE OR CALL THE COURT OR THE CLERK'S OFFICE FOR INFORMATION**

Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)
### Frequently Asked Questions (“FAQs”)

**Basic Information**
- Why is a Negotiation Class being formed? What is its purpose?  
- Is this the first Negotiation Class Action?  
- Why use a Class mechanism?  
- Who are the Class Representatives?  
- Who are the Defendants?  
- Has a Class settlement been reached with Defendants yet?  

**The Class Claims and Issues**
- What claims and issues are certified for the Negotiation Class?  
- Has the Court decided any claims or issues?  

**Who Is in the Class**
- What entities are included in the Negotiation Class?  
- Are counties and cities with state court-filed actions considered part of the Negotiation Class?  
- Will the Negotiation Class end the opioid litigation that my County or City has filed?  
- How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?  

**The Negotiation Class Process**
- Now that the Court has approved this process, what will happen next?  
- If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?  
- If there is a proposed Class settlement, does the Court still have to approve it?  
- If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?  
- How long will the Negotiation Class last?  

**Voting**
- If there is a proposed Class settlement, how will the voting be done?  
- If there is a proposed Class settlement, how many votes are needed to approve it?  

**Allocation of Class Settlement Funds**
- If there is a Class settlement, how will my County or City’s share of the settlement be determined?  
- What happens if a county and its constituent cities make different decisions about staying in the Class?  
- If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?  
- Will Negotiation Class Representatives receive anything more than other Class Members?  
- What is the Special Needs Fund?  

**Your Rights and Options**
- Can my county or city exclude itself from the Negotiation Class?  
- How does my county or city exclude itself from the Negotiation Class?  
- If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn’t like a proposed settlement?  

**The Lawyers Representing the Class**
- Who are the Class Counsel?  
- How do Class Counsel get paid?  
- Under this proposal, what happens to my County or City’s current fee agreement with outside counsel?  

**Getting More Information**
- How can my County or City keep up with what’s going on in this case?  

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Questions? Visit www.OpioidsNegotiationClass.info
BASIC INFORMATION

1. Why is a Negotiation Class being formed? What is its purpose?

The purpose of the Negotiation Class is to create a cohesive group of cities and counties to negotiate Classwide settlements, on a voluntary basis, with Defendants who make, distribute, or sell opioids nationwide. Class Representatives and Class Counsel will represent the Negotiation Class. Class Members will vote on any Class settlement proposal. If 75% of those Class Members who vote (as described in FAQ 18 and 19 below) support a proposed Settlement, Class Counsel will ask the Court to approve it. The ultimate purpose of the Negotiation Class is to make settlement easier to obtain.

2. Is this the first Negotiation Class Action?

Yes. This is a new use of the Class action mechanism under Federal Rule of Civil Procedure 23, reflecting the unique nature of the national opioids litigation. Unlike any mass litigation before, thousands of cities and counties nationwide are pursuing claims against major defendants. The goal is to recover money to help fight the opioids epidemic, provide prevention and treatment services going forward, and change Defendants’ practices.

3. Why use a Class mechanism?

Joining all cities and counties together as a Negotiation Class gives them maximum negotiating power, makes the negotiation of comprehensive settlements a more practical process, enables Defendants to know the group with which they are negotiating, and enables Class Members to vote on resulting settlement offers.

4. Who are the Class Representatives?

The Court has authorized the following 49 counties and cities to serve as the Negotiation Class’s Class Representatives: (1) County of Albany, New York; (2) City of Atlanta, Georgia; (3) Bergen County, New Jersey; (4) City of Baton Rouge/East Baton Rouge Parish, Louisiana; (5) Broward County, Florida; (6) Camden County, New Jersey; (7) Cass County, North Dakota; (8) City of Chicago, Illinois; (9) Cobb County, Georgia; (10) City of Concord, New Hampshire; (11) Cumberland County, Maine; (12) City of Delray Beach, Florida; (13) Denver, Colorado; (14) Escambia County, Florida; (15) Essex County, New Jersey; (16) County of Fannin, Georgia; (17) Franklin County, Ohio; (18) Galveston County, Texas; (19) County of Gooding, Idaho; (20) City of Grand Forks, North Dakota; (21) County of Hennepin, Minnesota; (22) City of Indianapolis, Indiana; (23) County of Jefferson, Alabama; (24) Jefferson County/City of Louisville, Kentucky; (25) Jersey City, New Jersey; (26) Kanawha County, West Virginia; (27) King County, Washington; (28) City of Lakewood, Ohio; (29) City of Los Angeles, California; (30) City of Lowell, Massachusetts; (31) City of Manchester, New Hampshire; (32) Maricopa County, Arizona; (33) Mecklenburg County, North Carolina; (34) The Metropolitan Government of Nashville and Davidson County, Tennessee; (35) Milwaukee County, Wisconsin; (36) Monterey County, California; (37) City of Norwalk, Connecticut; (38) County of Palm Beach, Florida; (39) Paterson City, New Jersey; (40) City of Phoenix, Arizona; (41) Prince George’s County, Maryland; (42) Riverside County, California; (43) City of Saint Paul, Minnesota; (44) City of Roanoke, Virginia; (45) County of Rockland, New York; (46) City and County of San Francisco, California; (47) County of Smith, Texas; (48) County of Tulsa, Oklahoma; and (49) Wayne County, Michigan.

Questions? Visit www.OpioidsNegotiationClass.info
5. Who are the Defendants?

The Court has authorized the Negotiation Class to negotiate with 13 Defendants (including their affiliates): (1) Purdue, (2) Cephalon, (3) Endo, (4) Mallinckrodt, (5) Actavis, (6) Janssen, (7) McKesson, (8) Cardinal, (9) AmerisourceBergen, (10) CVS Rx Services, Inc., (11) Rite-Aid Corporation, (12) Walgreens, and (13) Wal-Mart. The Negotiation Class is authorized to negotiate settlements with any of these 13 Defendants, on any of the claims or issues identified below in FAQ 7, or other claims or issues arising out of the same factual predicate. If Class Counsel seek to negotiate for the Class with any other defendants, they can file a motion asking the Court to amend the Class certification order.

6. Has a Class settlement been reached with Defendants yet?

No. No Class settlement has been reached yet with any Defendant. But the existence of a Negotiation Class makes the possibility of Class settlement more feasible because a Defendant will know the group with which it is negotiating. There is no guarantee, however, that there will be a Class settlement and it is possible that there will be settlements that do not encompass the Class, such as settlements between one or more Class Members and one or more Defendants.

THE CLASS CLAIMS AND ISSUES

7. What claims and issues are certified for the Negotiation Class?

In this Negotiation Class, the Court certified two federal Racketeer Influenced and Corrupt Organizations Act (“RICO”) claims and two federal Controlled Substances Act (“CSA”) issues. The RICO claims and the issues related to the CSA are similar across the country and the Class. The first RICO claim alleges that five Defendants misled physicians and the public about the need for and addictiveness of prescription opioids, all in an effort to increase sales. The second RICO claim alleges that eight Defendants ignored their responsibilities to report and halt suspicious opioid sales, all in an effort to artificially sustain and increase federally-set limits (quotas) on opioid sales. The CSA issues allege that the CSA required Defendants to create systems to identify, suspend, and report unlawful opioid sales, and that Defendants failed to meet those obligations. As noted in FAQ 5, above, the Negotiation Class is authorized to negotiate Class settlements concerning these claims and issues or other claims or issues arising out of the same factual predicate. However, this Negotiation Class does not involve claims by State governments against the Defendants and no Class settlement will release or otherwise interfere with any State government’s current or future litigation. This Negotiation Class concerns claims only of counties and cities. You can read more about these claims and issues in the Court’s Memorandum Opinion certifying this Class, which is posted at www.OpioidsNegotiationClass.info.

8. Has the Court decided any claims or issues?

No. The Court has not decided any Classwide claims or defenses on the merits and the Court will not render any Classwide decisions on the merits of any claims asserted by the Class or individual Members of it. By establishing this Negotiation Class and issuing this notice, the Court is not suggesting the Class would win or lose this case. This Class has been certified for negotiation purposes only.
WHO IS IN THE CLASS

9. What entities are included in the Negotiation Class?

The Negotiation Class is defined as:

All counties, parishes, and boroughs (collectively, “counties”); and all incorporated places, including without limitation cities, towns, townships, villages, and municipalities (collectively “cities”).

A complete current list of Class Members is available at www.OpioidsNegotiationClass.info. The list may be updated as the Court may order.

The terms “counties” and “cities” are used only as shorthand. The Class includes political subdivisions with other names, such as parishes, villages, towns, townships, etc. The list of Class Members was devised primarily from the U.S. Census Bureau lists of governmental entities that provide services to their residents. Check the Cities and Counties lists posted on the Class website to confirm whether you are a Negotiation Class Member.

10. Are counties and cities with state court-filed actions considered part of the Negotiation Class?

Yes. Counties and cities that sue in state court are Members of this Negotiation Class, with the option to opt out. However, nothing about Membership in the Negotiation Class interferes with the rights of any federal or state court plaintiffs to proceed with their own cases for litigation, trial, or individual settlement. Only if and when a Class settlement has been reached, has been approved by 75% of the voting Class Members as described in FAQ 19, and has been approved by the Court, would Class Members lose their ability to proceed on their own, in exchange for the settlement benefits that they would receive.

11. Will the Negotiation Class end the opioid litigation that my County or City has filed?

Not now and only if a Class settlement is later reached and approved. Your county’s or city’s Membership in the Negotiation Class will not immediately affect any opioid suit it has filed, whether in federal or state court. It also will not stop your county or city from filing or pursuing a lawsuit, and it will not affect any scheduled hearings or trials in any lawsuit. However, if there is a final Class settlement, approved by the required 75% of the voting Class Members and by the Court, the final settlement will likely end all other opioids-related litigation brought by Class Members. In the meantime, you do not need to opt out of the Class to file, continue to prosecute, or settle your own case, and you may keep any settlement or judgment you obtain. If any county or city obtains a judgment or settlement with a Defendant before the Negotiation Class does, however, it will not receive additional compensation through any later Negotiation Class settlement. But by remaining in the Class, your county or city does risk foregoing its own lawsuit (although it would obtain money from a Class settlement) if a Class settlement is reached and approved.

12. How does the Negotiation Class affect other types of opioid plaintiffs that are not counties or cities?

The Negotiation Class does not directly affect the litigation or settlement of the claims of other types of plaintiffs, such as Indian Tribes, third party payors, and others, that are proceeding in federal or state courts. These plaintiffs can organize themselves as groups or propose their own Classes, for trial or settlement purposes.

Questions? Visit www.OpioidsNegotiationClass.info
13. Now that the Court has approved this process, what will happen next?

The creation of the Negotiation Class has these next steps:

- On September 11, 2019, Judge Polster, the federal judge overseeing all of the national opioids litigation, certified the Negotiation Class to go forward.

- On or before September 20, 2019, Class Action Notice will be sent via First-Class mail and posted to the Class website www.OpioidsNegotiationClass.info to all Class Members.

- Class Members have until November 22, 2019 to decide whether to participate or opt out of the Class. This is the “opt-out period.” All Class Members are automatically included in the Class. If a Class Member wants to participate, it does not need to do anything at this point. Only Class Members that wish to exclude themselves (“opt out”) and not participate in the Class must act: they must submit a copy of the enclosed Exclusion Request Form on or before November 22, 2019, using the instructions in FAQ 26.

- After the close of the opt-out period, the Court will enter an order confirming the Membership of the Class, saying who is in and who is out of the Class.

- After that, the Class will operate if, and only if, one or more of the Defendants wishes to negotiate with the Class as a whole through the Negotiation Class mechanism.

- If a proposed Class settlement is reached, the proposal will be submitted to the entire Class Membership for its approval or rejection in accordance with the voting formula (described in FAQ 18 and 19 below). If no proposed settlement is reached, the Class will not vote and will have no other role.

14. If my County or City chooses to participate in the Negotiation Class, how will it know when there is a proposed Class settlement?

All Negotiation Class Members will be given advance notice of any Class settlement offer, including details on its terms and conditions, and they will have an opportunity to vote on each settlement offer. Class Members will be able to cast their vote securely, through the Class website, which will establish a voting identity and portal for each Class Member. Only Class settlements achieving 75% approval votes, by number, by allocation, and by population, of the litigating and non-litigating Class Members that vote (as described in FAQ 19) will be submitted to the Court, which will make the final determination of whether to approve the settlement.

15. If there is a proposed Class settlement, does the Court still have to approve it?

Yes. If there is a proposed settlement that is approved by 75% of the voting Class Members, as described in FAQ 18 and 19, the Court will review and decide whether to approve it, under the Class action settlement approval process set forth in Federal Rule of Civil Procedure 23(e). Generally, the Court will assess whether any settlement is fair, reasonable, and adequate. All applications for fees and costs also require court approval under Rule 23 procedures. (See https://www.law.cornell.edu/rules/frcp/rule_23.)

16. If there is a proposed settlement and my County or City is included in the Negotiation Class, but it disapproves of the settlement terms, can my County or City object to the settlement?

Yes. As a Negotiation Class Member, you will be entitled under Rule 23(e) to object to any settlement, even if it has received approval from the Class. However, as described in FAQ 27, you

Questions? Visit www.OpioidsNegotiationClass.info
will likely not be able to exclude yourself from the Class at that time. An objection explains your concerns to the Court for its consideration but does not remove you from the Class.

17. How long will the Negotiation Class last?

The Negotiation Class will last for 5 years from the date it is certified by the Court. The Court certified the Class on September 11, 2019 and the Negotiation Class will last until September 11, 2024. After that date, the Class will not exist as an entity with which a Defendant can negotiate. However, the Negotiation Class will continue to exist with regard to: (1) any Class settlements presented to the Negotiation Class for a vote before that date, to carry out the voting and approval process; and (2) any Class settlements reached before that date, to complete settlement administration and enforcement.

VOTING

18. If there is a proposed Class settlement, how will the voting be done?

Each Class Member will vote only once on any particular Class settlement proposal. The vote will simply be yes-or-no, in favor of or against the proposed settlement. Class Members that do not vote will not be counted as either yes or no votes; as with an election for government office in the United States, the only votes that are counted are those of the voters who actually cast votes. Class Members’ votes will be tabulated mechanically within each applicable voting pool, to make sure that 75% of each pool is in favor of the proposed settlement before it is presented to the Court. The voting pools are described in FAQ 19. Voting tabulation does not require any effort by the Class Members. The requirement of 75% support of voting Class Members across the different voting pools ensures that no settlement will go forward without a wide cross-section of support from cities and counties of all sizes and interests.

19. If there is a proposed Class settlement, how many votes are needed to approve it?

The agreement to be bound by a supermajority vote means that no settlement can be reached that would bind the Negotiation Class without the approval of 75% of the voting Class Members, defined in several ways. To be binding, 75% of those voting in each of the following six categories must approve a proposed settlement:

- 75% of the total number of voting Class Members that had filed suit as of June 14, 2019 ("litigating entities"). This number is based on all individual Class Members who had suits on file regardless of size, so that each voting entity has one vote;

- 75% of the total number of voting Class Members that had not filed suit as of June 14, 2019 ("non-litigating entities"). This number is based on all individual Class Members who had not filed suit, regardless of size, so that each voting entity has one vote;

- 75% of the total population of all voting Class Members that had filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes yes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county’s vote is weighted as 20,000 votes in favor, and the city’s vote is recorded as 10,000 votes in favor. The population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

Questions? Visit www.OpioidsNegotiationClass.info
75% of the total population of all voting Class Members that had not filed suit as of June 14, 2019. For this computation, the vote of the county or city is weighted according to its population, with each person in a voting city and each person in a voting county equal to one vote. Thus, by way of example, if a county votes and has a population of 20,000, and a city within the county votes yes and has a population of 10,000, the county’s vote is weighted as 20,000 votes in favor, and the city’s vote is recorded as 10,000 votes in favor. Again, the population for each County or City will be based on current census data. The current data is presented on the Class website, www.OpioidsNegotiationClass.info. Individual residents in this category may be counted twice, once as a resident of a municipality, and once as a resident of a county;

75% of the litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info; and

75% of the non-litigating Class Members casting votes, weighted by their settlement fund allocations as shown at the Allocation Map posted at opioidsnegotiationclass.info.

For purposes of counting votes, only votes cast will be considered. In order for a proposed settlement to be binding on the Negotiation Class, 75% of those Class Members who cast votes in each of these six categories must be in favor. No settlement will be submitted to the Court for final approval unless 75% of those voting in each of the six categories are in favor. No county or city that is not a Class Member as of the deadline for a vote on a proposal will be allowed to vote on that proposal.

ALLOCATION OF CLASS SETTLEMENT FUNDS

20. If there is a Class settlement, how will my County or City’s share of the settlement be determined?

Any Class settlement funds will be distributed in three steps:

Step 1: Each county’s share of the settlement will be distributed in accordance with an “allocation model.” The allocation model uses three factors, based on reliable, detailed, and objective national data, to determine the share of a settlement fund that each county will receive. These factors address the most critical causes and effects of the opioids crisis, and are each weighted equally (1/3-1/3-1/3): (1) the amount of opioids distributed within the county, (2) the number of opioid deaths that occurred in the county; and (3) the number of people who suffer opioid use disorder in the county. This model is designed not to favor either small or large counties based solely on population. Ultimately, the model allocates settlement funds in proportion to where the opioid crisis has caused actual harm.

Step 2: Counties and their constituent cities, towns, and boroughs may distribute the funds allocated to the county among all of the jurisdictions in any manner they choose. If the county and cities cannot agree on how to allocate the funds, the Class website reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past. Any of the affected jurisdictions may ask a Special Master to apply a different formula.

Step 3: If the default allocation is used and a city’s share is less than $500, then that amount will instead be distributed to the county in which the city lies to allow practical application of the abatement remedy. Affected cities could seek recovery through intra-county allocation described in Step 2, or from the Class Members’ Special Needs Fund (see FAQ 24). In the rare circumstance that a city with a share of less than $500 lies in a county that does not have a county government, the amount would instead go to the Class Members’ Special Needs Fund, and Class members could seek recovery from that Fund.

Further information about the allocation formulas and their data sources are available at the Class website.

Questions? Visit www.OpioidsNegotiationClass.info
21. What happens if a county and its constituent cities make different decisions about staying in the Class?

- If a county and all of its constituent cities remain in the Class, each entity’s share will be determined as explained in FAQ 20.

- If a county remains in the Class, but one or more cities within the County are not in the Class, there are a variety of ways that a Class settlement might address that situation, but it is possible that a Class settlement would require that the County’s allocation be reduced.

- If a county is not in the Class, but cities within that county remain in the Class, there are a variety of ways a Class settlement might address that situation. One possibility is that a city would receive no direct monetary allocation because its county has opted out, but that it could seek monetary relief through the Special Needs Fund (see FAQ 24). If a settlement provides a city no possibility of monetary relief because its county has opted out, Class Counsel anticipates the city would not be required to release its claims against the settling Defendant.

22. If there is a settlement between a Defendant and a State or States, what impact will this Negotiation Class have on the division of monies between a State and the cities and counties within the State?

The Negotiation Class process does not interfere with a Defendant’s ability to settle directly with one or more States. If a Defendant reaches a settlement directly with a State, nothing about this Negotiation Class process would affect the distribution of those settlement funds between the State and its own cities or counties. The Court has explicitly ordered that the Class’s lawyers not involve themselves or the Class in the process of allocating monies secured by States between themselves and their counties and cities.

23. Will Negotiation Class Representatives receive anything more than other Class Members?

Negotiation Class Representatives do not receive preferential treatment under any settlement simply for serving as Class Representatives. Their allocation will be calculated in precisely the same manner as every other Class Member’s. However, they can apply to the Court for reimbursement of costs and expenses incurred by reason of serving as Class Representatives. Also, courts often award a modest amount to Class Representatives, called an incentive or service award, so as to encourage Class Representatives to step forward on behalf of others. Any such awards are subject to Class notice and Court approval.

24. What is the Special Needs Fund?

Fifteen percent (15%) of any Class settlement fund will be put into the “Special Needs Fund.” Any Class Member may apply for a distribution from the Special Needs Fund: (1) to recover its costs of litigating its own opioids lawsuit, if that case was filed before June 14, 2019; and/or (2) to obtain additional relief for any local impact of the opioids crisis that is not captured by the Class Member’s allocation. Applications will be made to and approved by a court-appointed Special Master, on a case-by-case basis. Any unawarded amount remaining in this Special Needs Fund would revert to the Class.

**YOUR RIGHTS AND OPTIONS**

25. Can my county or city exclude itself from the Negotiation Class?

Yes. You have a one-time opportunity to exclude your county or city from the Class and you must do so before November 22, 2019. You must follow the procedure set forth in FAQ 26 below to Questions? Visit [www.OpioidsNegotiationClass.info](http://www.OpioidsNegotiationClass.info)
exclude your county or city. As explained in FAQ 27, you will likely not be given a second opportunity to exclude your county or city from the Class if a settlement is later reached and you should not count on such an opportunity being available at that time.

26. How does my county or city exclude itself from the Negotiation Class?

You may exclude your county or city ("opt out") by signing and sending, either by email or by first-class U.S. mail, the enclosed Exclusion Request Form.

- If submitted by email, the form must be sent to info@OpioidsNegotiationClass.info on or before November 22, 2019.
- If submitted by mail, the form must be postmarked on or before November 22, 2019 and sent by first-class U.S. mail to:

  NPO Litigation
  P.O. Box 6727
  Portland, OR 97228-6727

The Exclusion Request Form must be signed by an authorized official or employee of the county or city itself, under penalty of perjury pursuant to 28 U.S.C. § 1746, and is subject to verification by the Court. If you exclude your county or city from the Negotiation Class, your county or city will not be bound by any Orders or Judgments regarding the Class, and it will have no right to share in any settlement reached by the Class.

27. If my county or city stays in the Negotiation Class, can it exclude itself later if it doesn't like a proposed settlement?

Not under the current Court Order. The Court’s Order certifying the Negotiation Class provides only one opportunity for a county or city to exclude itself from the Class. The exclusion deadline ends on November 22, 2019. If a settlement is reached and proposed to the Class for its approval, Class Members who do not support the settlement may (1) vote against it and/or, (2) if the settlement is nonetheless approved by the Class votes, file objections with the Court. Rule 23 permits a court to offer a second opportunity for Class Members to opt out when a settlement is proposed, but the Rule does not require the Court to give Class Members a second opportunity to opt out. In this case, it is anticipated that the Court will not give Class Members a second opportunity to opt out. Therefore, Class Members should not rely on that possibility. Class Members should expect that there will be no opportunity to opt out of the Class after November 22, 2019.

THE LAWYERS REPRESENTING THE CLASS

28. Who are the Class Counsel?

The Court has authorized the following six lawyers to jointly represent the Negotiation Class: Jayne Conroy and Christopher A. Seeger are Co-Lead Negotiation Class Counsel and Gerard Stranch, Louise Renne, Mark Flessner, and Zachary Carter are Negotiation Class Counsel. Each of these six lawyers represents only cities or counties in Opioids-related litigation.

29. How do Class Counsel get paid?

Class Counsel will apply to the Court for approval of fees and costs under Rule 23(h). As a Class Member, you will receive notice and have an opportunity to object to any such application. The Court may appoint fee committees to make recommendations of any fee awards, to avoid duplication of payment, and to ensure appropriate compensation of those whose efforts provided a common benefit. The Court will make the final decision about all fees paid out of the Class’s recovery to any lawyer.

Questions? Visit www.OpioidsNegotiationClass.info

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30. Under this proposal, what happens to my County or City's current fee agreement with outside counsel?

The current fee agreement that a county or city has with its outside counsel remains in effect. Membership in the Negotiation Class does not change that. In the event of any settlement that achieves Class and Court approval, there would be a “Private Attorneys Fund” from which outside counsel for Class Members that had signed retainer agreements for opioid epidemic-related litigation before June 14, 2019 could apply for fees and costs in lieu of any current fee agreement. That would be a voluntary decision between the county or city and its outside counsel. A total of up to 10% (maximum) of any approved Class settlement amount will be held in the Private Attorneys Fund. Any unawarded amount remaining in this Fund would revert to the Class. The Court must approve all payments from this Fund.

GETTING MORE INFORMATION

31. How can my County or City keep up with what's going on in this case?

Pertinent news and information will be posted at the Class website, www.OpioidsNegotiationClass.info on an ongoing basis. As a Class Member, you also will have the opportunity to sign up, through the Class website, for email notices alerting you to the fact that new information has been posted to the Class website.

DO NOT WRITE OR CALL THE COURT OR THE CLERK’S OFFICE FOR INFORMATION

DATE: September 11, 2019.
IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019

EXCLUSION REQUEST FORM
Read this page carefully then turn to Page 2 if you want to sign and send

Complete this form ONLY if your County or City does NOT want to remain a Class Member and does not want to share in any potential negotiated Class settlement. If your County or City does not complete and submit this form, it will be deemed to be a Class Member so long as it is a County or City in the United States as those terms are described in the Class Notice and is on the list of Class Members found at www.OpioidsNegotiationClass.info.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

In re NATIONAL PRESCRIPTION OPIATE LITIGATION : 1:17-md-2804 (DAP)

Class Notice Administrator
NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727

Dear Class Notice Administrator:

My County or City does NOT want to be a member of the Negotiation Class certified in the In re National Prescription Opiate Litigation. I understand that by completing the information requested on page 2, signing, and submitting a copy of this form by email (to the email address on page 2) sent on or before November 22, 2019 OR by first-class U.S. mail (to the mailing address on page 2) postmarked on or before November 22, 2019, I am opting my County or City out of the Negotiation Class and it will NOT be a Class Member. I understand that by timely submitting this form, my County or City is foregoing the right to share in any Class settlement that may be obtained. I understand that my County or City is NOT guaranteed an opportunity to opt back in if there is a Class settlement, so this is our final decision. I also understand that by opting out, my County or City will not be bound by any judgment entered as part of any Class settlement.

I understand that if my jurisdiction is a Class Member and wants to remain a Class Member, it does not need to do anything now. I understand that I should NOT return this Exclusion Request Form if my jurisdiction wants to remain a Class Member.

I understand that, if I have any questions, I may contact Class Counsel at 1-877-221-7468, or visit www.OpioidsNegotiationClass.info BEFORE I mail this form to you and BEFORE November 22, 2019.

TURN TO PAGE 2 IF YOU WANT TO SIGN EXCLUSION/OPT-OUT FORM AND FOR EMAIL AND MAILING ADDRESSES
IF YOU WANT TO EXCLUDE YOUR COUNTY OR CITY
YOU MUST ACT BY NOVEMBER 22, 2019

EXCLUSION REQUEST FORM
Read Information on Page 1 carefully before signing

Having read and understood the information on page 1, the County or City (circle one) entitled
_____________________________________________ in the State of __________________________ hereby excludes itself

from the Negotiation Class certified by the United States District Court in the Northern District of
Ohio in In re National Prescription Opiate Litigation, MDL 2804. Under penalty of perjury and in
accordance with 28 U.S.C. § 1746, I declare that I am an official or employee authorized to take legal
action on behalf of my County or City.

Signature: _____________________________________________

Print name: ___________________________________________

Title: ________________________________________________

City or County Represented: ____________________________ (Circle one): City / County

Address: ____________________________________________

City: __________________________ State: ________ Zip Code: ________

Phone: __________________________ Email: ________________

Date: __________________________

BY NOVEMBER 22, 2019

EMAIL TO: info@OpioidsNegotiationClass.info

OR SEND BY FIRST CLASS MAIL TO:

NPO Litigation
P.O. Box 6727
Portland, OR 97228-6727
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description:</th>
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<tbody>
<tr>
<td>4C</td>
<td>Discuss McDowall Park Trail Edging Work</td>
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**COUNCIL DIRECTION REQUESTED**

None requested – information only

**BACKGROUND/DISCUSSION**

Costs for work along the trail edge were high through the trail bidding process in 2018. This year we worked to find ways to stay within the budget to deliver the trail and complete trail edge work. Details to be shared at meeting.

**FINANCIAL IMPACT**

To be determined

**ALTERNATIVES**

N/A
COUNCIL DIRECTION REQUESTED
None

BACKGROUND/DISCUSSION
In early 2019, the Council discussed having a standing item on the agenda where Councilmembers could bring up ideas. This time is dedicated for Council to bring up any ideas that they have to the rest of Council and staff.

FINANCIAL IMPACT
None

ALTERNATIVES
None

ATTACHMENTS
None