



Osseo City Council Meeting

AGENDA

REGULAR MEETING
Monday, April 22, 2024
7:00 p.m., Council Chambers

MAYOR: DUANE POPPE | COUNCILMEMBERS: JULIANA HULTSTROM, ASHLEE MUELLER, MARK SCHULZ, ALICIA VICKERMAN

1. **Call to Order**
2. **Roll Call** [quorum is 3]
3. **Pledge of Allegiance**
4. **Approval of Agenda** [requires unanimous additions]
5. **Consent Agenda** [requires unanimous approval]
 - A. Approve April 1 Work Session Minutes
 - B. Approve April 1 Council Minutes
 - C. Receive April 8 EDA Minutes
 - D. Approve April 8 Council Minutes
 - E. Approve Hire of Firefighter Richard Modeen
 - F. Receive March American Legion Gambling Report
 - G. Receive March Lions Club Gambling Report
 - H. Receive March Osseo Maple Grove Hockey Association Gambling Report
 - I. Receive March Osseo Fire Relief Association Gambling Report
6. **Matters from the Floor**

Individuals may address the Council about any matter. The City Council will take no official action on items discussed at the Forum, with the exception of referral to Staff or Commission or Committee for future report. Individuals can also submit comments to cityhall@ci.osseo.mn.us prior to a meeting.
7. **Special Business**
 - A. Annual Hennepin County Update – Jeff Lunde, District 1 Commissioner
 - B. Approve 2024 Intermarque Car Show and Craft Fair Special Event Permit
 - C. Accept Donations (Resolution)
8. **Public Hearings**
9. **Old Business**
10. **New Business**
 - A. Call for 2024 Street Project Assessment Hearing (Resolutions) – Alyson Fauske, WSB & Associates
 - B. Approve Purchase of Fire Department Pumper Truck
 - C. Approve First Reading of City Administered Fund Ordinance
 - D. Approve Updated Community Center Policy
 - E. Approve Updated Gateway Sign Policy
 - F. Approve 2024 Fee Schedule Updates (Resolution)
 - G. CLOSED SESSION – City Administrator Quarterly Review
 - H. Approve Accounts Payable
11. **Administrator Report**
12. **Council and Attorney Reports**
13. **Announcements**
14. **Adjournment**

The City of Osseo's mission is to provide high-quality public services in a cost-effective, responsible, innovative, and professional manner given changing needs and available resources.

**OSSEO CITY COUNCIL
WORK SESSION MINUTES
April 1, 2024**

1. CALL TO ORDER

Mayor Duane Poppe called the work session of the Osseo City Council to order at 6:01 p.m. on Monday, April 1, 2024.

2. ROLL CALL

Members present: Councilmembers Juliana Hultstrom, Ashlee Mueller (*arrived at 6:03 p.m.*), Alicia Vickerman, and Mayor Duane Poppe.

Members absent: Councilmember Mark Schulz.

Staff present: City Administrator Riley Grams and Public Works Director Nick Waldbillig.

3. AGENDA

Council agreed to discuss the work session items.

4. DISCUSSION ITEMS

A. DISCUSS CITY ASH TREE REMOVAL

Waldbillig stated the City of Osseo's tree inventory has 120 ash trees identified in public right of way (ROW) and park land that needed to be evaluated for EAB as it was discovered in the surrounding areas. Staff researched reputable contractors and recommended partnering with Rainbow Treecare in April 2023 to perform an ash tree evaluation of the City's trees. The study showed that around 60 trees could be treated and potentially be saved with Rainbow's EAB Prevention Program. This work will need to be performed annually to ensure the best rate of survival. The Council approved the request to partner with Rainbow Tree Company and treat 60 trees out of the 2023 parks Capital Improvement Project budget. Staff estimates 20 of the 60 trees affected by EAB can be removed in-house by Public Works. Public Works will remove the trees and haul them to a local disposal site, but the stump will need to be removed by a third party as we do not have the equipment for this work. Staff commented on the proposed cost to have the trees removed. It was noted the City Council will need to decide how to proceed with the remaining Ash trees affected by EAB. He explained the City could partner with WSB and pursue grants to assist with the expense. It was noted the Council would also need to consider how to address restoration and replanting in the boulevard areas. He supported the Council pursuing some type of tiered approach for the tree removal in order to not exhaust Staff resources.

Vickerman questioned if any of the EAB trees have been treated. Waldbillig stated the City has 120 ash trees. He noted 60 trees have been treated and 60 trees diseased trees have to be removed.

Hultstrom requested Staff speak with the State in order to have them address the EAB trees on State land.

Vickerman inquired if the trees could be prioritized for removal. Waldbillig stated he could speak to Rainbow to see how quick they could get to town to remove the trees.

Poppe asked if the City had to work with Rainbow Treecare. Waldbillig explained the City has worked with Rainbow in the past. He commented on how Public Works staff would be able to take down a portion of the trees, which would assist in reducing the overall expense of the EAB tree removal.

Hultstrom stated Rainbow Treecare would be charging the City less than \$1,000 per tree for the tree removal which she believed was a good price. She indicated she was highly inclined to have this project completed in steps following Option 3. She also supported Staff pursuing grants in order to assist with the expense of this project. Waldbillig indicated he could work with WSB and Hennepin County on grant opportunities.

Hultstrom asked if the City worked with WSB would Rainbow still come in and complete the work. Waldbillig reported WSB would assist the City with the grant opportunities. He explained the City would have to wait to cut the EAB trees down until the grants were pursued.

Grams indicated the City has a history of working with residents to replace boulevard trees, as this was done in the 6th Avenue East street improvement project. He explained residents were given the option to replace the boulevard trees that were lost during construction.

Poppe supported the City working with residents to have their EAB trees in the boulevard replaced. He asked if the City had money in the park fund available for this project. Grams stated funds were set aside for a future tree removal project.

Hultstrom recommended the tree inventory be further reviewed to ensure the State was responsible for removing their own trees. She supported the City moving forward with the project, working with WSB on Option 3.

Poppe asked if WSB's forestry team would then coordinate the project. Waldbillig stated he was uncertain but could come back to the Council with an answer.

Vickerman reported the more work the City does in-house, the more cost there would be to the City. She inquired if Staff had an idea on what the in-house costs would be. Waldbillig commented he did not, other than time Staff would spend removing the trees and the expense for topsoil. He anticipated Staff could take down a few trees a day.

Vickerman stated there were other projects the Public Works Staff had to prioritize and she questioned if this was the type of project the Public Works Department should be taking on this summer.

Poppe asked if the Public Works department could handle Option 3. Waldbillig stated he believed this was the most effective option.

Mueller questioned if there would be a fee charged by WSB. Waldbillig indicated he would have to discuss the grant opportunities and project management services further with WSB. Grams anticipated WSB would assist Staff with grant opportunities free of charge, but noted the City would have to pay WSB if the City wanted them to oversee the tree removal project.

Poppe encouraged Staff to consider who would be responsible for water the trees and seed replacement. Grams anticipated this would be the City's responsibility.

Vickerman stated she believed Option 3 was a good starting point for this project. She wanted to see the City taking action to address EAB.

Poppe explained after viewing the Hennepin County website, it appears there were no further grant opportunities in 2024. He stated the City may have to remove trees in 2024 and do the replanting in 2025. He commented further on the grants that were awarded to neighboring communities.

Grams stated the City may want to hold off one year on this project in order to receive grant funding from the County. He suggested Staff speak to Hennepin County and WSB to get feedback on if the project could wait one year and Staff would report back to the Council at a future meeting.

5. ADJOURNMENT

The Work Session adjourned at 6:47 p.m.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

**OSSEO CITY COUNCIL
REGULAR MEETING MINUTES
April 1, 2024**

1. CALL TO ORDER

Mayor Duane Poppe called the regular meeting of the Osseo City Council to order at 7:00 p.m. on Monday, April 1, 2024.

2. ROLL CALL

Members present: Councilmembers Juliana Hultstrom, Ashlee Mueller, Alicia Vickerman and Mayor Duane Poppe.

Members absent: Councilmember Mark Schulz.

Staff present: City Administrator Riley Grams, Public Works Director Nick Waldbillig and City Attorney Mary Tietjen.

Others present: Carri Levitski, Rum River Consultants; Morgan Dahl, WSB & Associates; Nick Torres, City Resident; Preston Kroska, City Resident; John Hall, City Resident; Kenny Nelson, City Resident; Sarita Nelson, City Resident.

3. PLEDGE OF ALLEGIANCE

Poppe led the Pledge of Allegiance.

4. APPROVAL OF AGENDA [Additions - Deletions]

Poppe asked for additions or deletions to the Agenda.

A motion was made by Hultstrom, seconded by Mueller, to accept the Agenda as presented. The motion carried 4-0.

5. CONSENT AGENDA

- A. Approve Internal Posting for Fire Chief 2 Position
- B. Approve Osseo Park Center Boys Lacrosse Exempt Permit for Gambling Activities on May 10
- C. Approve Osseo Maple Grove American Legion Auxiliary Gateway Sign Waiver
- D. Receive February American Legion Gambling Report
- E. Receive February Lions Club Gambling Report
- F. Set PSAC Meeting Date for April 16, 2024

A motion was made by Vickerman, seconded by Hultstrom, to approve the Consent Agenda. The motion carried 4-0.

6. MATTERS FROM THE FLOOR

Nick Torres, 133 8th Avenue NE, commented on the recent Council meetings, specifically to the comments made during Matters from the Floor. He stated Councilmember Schulz made some important statements at the last Council meeting regarding decorum when it comes to comments made by the public. He believed it was terrible that any Councilmember should ever be a victim to an attack directed to them or their families during a City Council meeting. He reported his comments will never condone such behavior. He indicated he agreed with Councilmember Schulz that there should be inherent respect for the Councilmembers and Mayor. However, he also understood that residents needed an opportunity to speak. He commented on how Councilmember Schulz was disappointed with the fact the Mayor has failed to use the power of the gavel. He stated an understanding of the power of the gavel was important, especially given the fact this was an election year. He believed the use of the gavel should be considered carefully and thoughtfully. He indicated the power of the gavel rests between a necessary tool of order and a potential tool of silence. He commented on how potential Mayoral candidates could come to a disagreement when in terms of when the gavel should or should not be used. He reiterated the power of the gavel comes with great weight and responsibility and when used appropriately ensures the following of rules. He explained the gavel should never be used to silence dissent or opinion. He recommended citizens maintain a reasonable amount of respect for elected officials, but noted this level of respect was required nor absolute when it comes to matter of public discourse. He stated civility was most important, civility with one another and with the political process. He reported it was unfortunate that society has allowed itself to become lax when it comes to the administration and expectation of civility. It was his hope that hope would reside in the Osseo Council Chambers, along with public civility. He appreciated how the Council worked to resolve issues without a loss of decorum or the use of a gavel. He was thankful that the current Mayor has the strength and fortitude to adhere to this principle. He discussed on a recent Supreme Court Case and the findings from this case were there was a profound national commitment to the principle that debate on public issues should be uninhibited, robust and wide open and that it may well include vehement, caustic and sometimes unpleasant sharp attacks on government and public officials. He stated this principle applies here in Osseo as it does everywhere in the country. He encouraged Council to continue to allow comments from the public to flow and that they not be suppressed by the gavel.

Preston Kroska, 601 Second Avenue NE, stated he agreed with everything Mr. Torres said. He commented further on the five elements included in the 1st Amendment. He stated there was freedom of speech, freedom of press, freedom to address grievances with the government, freedom of religion and one other freedom. He reported after feelings were hurt, he was surprised to see a member of this community attacked that used his 1st Amendment right. He indicated the Mayor was also attacked by Councilmember Schulz. He believed Councilmember Vickerman and Mayor Poppe had an understanding by the way they voted and held their composure. He stated the Council should not expect that everyone will like them. He explained if the public was not allowed to speak, people would turn to social media. He encouraged the Council to find ways to manage their feelings without attacking Commission members or taking their positions away from them. He was of the opinion the Council did not hold themselves to their own Code of Conduct with their recent actions.

John Hall, 808 3rd Street NE, reported he wanted to see the policy and motion regarding the City's special assessment policy. He indicated he would also like to address what was said by a Councilmember at the last Council meeting. He commended the Mayor for not gaveling people when they want to speak. He believed allowing the public to speak was a fundamental right. He understood he may not always agree with what people say, but as his father fought for freedoms in World War II, he too would fight for freedoms. He saw value in allowing residents to speak their peace. He did not appreciate the fact a Councilmember stated that residents need to be gavelled.

Mr. Hall addressed the 2024 street project. He stated he had photos of 9th Avenue where it goes into the cemetery. He reported the snow stacks up in this area and has no place to drain. He commented on the amount of standing water in this area and stated when the water level gets high enough it flows in front of his home. He discussed how this standing water was leading to deterioration of the asphalt. He suggested volunteers be organized to clean out the drainage ditch in order to improve the drainage situation versus spending City funds. He stated the City only had to assess 20% for the street project. He indicated if the City were to go above this percentage, the City was going above and beyond what was required by bonding companies. He urged the City to seek counsel given how many residents would be contesting their assessments.

Mr. Hall encouraged the Council to pursue State funding to assist with the expense of the new police/fire station. He reported there were grants available for the proposed municipal cannabis store.

Mr. Hall commented not all of the Council was on board with the hiring of the person from Massachusetts as the Police Chief. He indicated he was not one of the people who was in favor, but the Council decided to move forward with a 5-0 vote. He explained the alleged sexual harassment case never went to court, rather it was settled out of court by the League of Minnesota Cities. He reported when the Police Chief from Massachusetts was let go, the City was fortunate to have former Deputy Sheriff Tom Hartkopf come in and serve as the Police Chief because he knew the community.

Kenny Nelson, 509 Third Avenue NE, read a statement to the Council that he published to Facebook on March 18. He stated on February 26 he used his 1st Amendment right to give opinions on a variety of subjects and on March 11 he found out an additional item had been added to the City Council agenda calling for the removal of himself from the Public Safety Advisory Committee. He stated this was a shock to him. He indicated he reviewed the packet and noted he received no phone calls prior to the last Council meeting. He indicated to be clear, no City employees reached out to him regarding his comments. He explained he attended the EDA breakfast meeting for over two hours on February 27 and no one said anything about his comments. He reported he worked hard to review his comments before publishing them to Facebook on March 18. He commented he received an email from Police Chief Mikkelson stating he was out of town and did not know what was going on, but that he would like to have a sit down meeting. He explained he sat down with Police Chief Mikkelson this morning and had many discussions about many things. He suggested the Council address the locked doors at City Hall noting he would like the public to be able to attend public meetings. He also suggested the Council consider how to manage late amended agendas and how to inform the public of changes to the Council agendas. He clarified for the record he never said anything about not liking anybody. He advised the Council to review his twelve

minutes of comments. He stated he wished he had said things differently, but noted they were not a personal attack, but rather were a message to the Council to take some pause prior to purchasing a new building. He explained he went back and watched the only Public Safety Advisory Commission meeting he had attended and he did not believe he was moving off topic but rather was raising tough conversations. He thanked the Council for their time.

7. SPECIAL BUSINESS

A. RECEIVE 2023 RENTAL INSPECTION REPORT

Carri Levitski, Rum River Consultants, provided the Council with a presentation on the City’s rental inspection program. She commented on the benefits of a rental licensing program. She explained the purpose of the program was to be self-sustainable and to offer safe rental housing while protecting property values. She reviewed the number of units that were reviewed in 2022 and 2023. She stated she had an 80% success rate on the properties that were inspected. She thanked the City for working with her for the past two years and asked for comments or questions.

Hultstrom thanked Ms. Levitski for her presentation. She requested further information on how the A and B tier were set up. Ms. Levitski explained Tier A was the single-family rental homes and Tier B was the multi-family units in Osseo.

B. ACCEPT DONATIONS

Grams stated the City has received the following donations:

Donor	Amount/Item	Designated Fund
Premier Bank	\$5,000	Night to Unite

Staff recommended the Council accept the donations.

A motion was made by Hultstrom, seconded by Vickerman, to adopt Resolution No. 2024-22, accepting a donation from Premier Bank. The motion carried 4-0.

8. PUBLIC HEARINGS – None

9. OLD BUSINESS – None

10. NEW BUSINESS

A. APPROVE NEW LIQUOR LICENSE FOR MILAH’S ROYAL BISTRO & PRIVATE DINING

Grams stated Milah’s Royal Bistro LLC dba Milah’s Royal Bistro & Private Dining located at 204 Central Avenue Suite A has been operating at this location for over a year. Milah Kai, the owner, has applied for a liquor license (beer and wine) for the remaining license period through June 30, 2024. The 204 Central Avenue address has an existing CUP for an intoxicating liquor license and a condition that limits seating to 50 seats. Milah has been given a copy of the existing CUP and the conditions; a copy of the CUP has been included in the packet.

Grams reported on November 21, 2023, the City Clerk and the Alcohol and Gambling Board's Investigator met with the applicant to discuss the tenant's rental spaces. This building's current layout is unique and poses some issues for liquor licensing. The Alcohol and Gambling Board's Investigator indicated that the restaurant space would need to have a separate unit number assigned to have a license as the spaces are not compact and contiguous but are connected by a hallway. City Staff worked with the owner, Milah, and the post office and determined that currently three suite numbers are assigned to the 204 Central Avenue address: Suite A, B, & C. The owner sent an updated site plan which is included in the packet. City Staff has communicated to the owner that an additional suite number will need to be assigned by the post office if they intend to have the number of suites on the plan.

Grams explained Milah is currently renting three separate spaces: Suite A, a private dining space and a kitchen space. Suite A will hold the liquor license. The Alcohol and Gambling Board requires that there be 25 seats for a wine license which will need to be located within Suite A, which means the private dining space can only contain 25 seats under the current CUP. Staff will continue to monitor to ensure the current CUP conditions are being followed. The applicant has indicated that she would like to also serve liquor in the private dining space, and she has the option to apply for an Alcohol Catering Permit through the State to serve alcohol with food for events once she has an approved liquor license for her restaurant establishment.

A motion was made by Hultstrom, seconded by Vickerman, to approve the new liquor license for Milah's Royal Bistro LLC. The motion carried 4-0.

B. APPROVE PLANS AND SPECS AND AUTHORIZE BIDS FOR 2024 STREET PROJECT

Morgan Dahl, WSB & Associates, stated at the February 12, 2024, meeting the City Council voted to rescind the January 8, 2024, vote approving plans and specifications and authorizing advertisement for bids, and directed Staff to present alternative project scope. On February 26, 2024, the Council reviewed options for a mill and overlay or full depth reclamation of 3rd Street NE, 8th Avenue NE, 9th Avenue NE, 1st Street NE, and Broadway Avenue, referred to as the "8th/9th Ave Area" in this report. The Council directed WSB to modify the plans for the 8th/9th Ave Area to be a full depth reclamation, spot curb and gutter removal and replacement, extension of storm sewer, and replacement of hydrants. The replacement of hydrants will be bid as an alternate, meaning that the City can consider awarding the project with or without the hydrant replacement.

Mr. Dahl explained the streets in the 8th/9th Ave Area of the project will be reclaimed to a depth of 8 inches and the proposed new street section consists of 4½ inches of reclaim and 3½ inches of pavement paved in two layers: 2 inches of base course (the first layer) and 1½ inches of wear course (the second layer). The proposed street section will provide a better ride quality than one, 3 inch layer of pavement and provides adequate pavement thickness for a future mill and overlay. The projected costs for the project were further discussed.

Mr. Dahl reported spot curb and gutter replacement in the 8th/9th Ave Area will consist of removal and replacement of full panels that are severely damaged, have heaved, or

have settled. There are several panels throughout the 8th/9th Ave Area that are flat and therefore hold water for a period of time following rain events. In order to fix this issue, the street grade would need to be adjusted; therefore, these panels will not be replaced with this project. He commented further on how the project would be financed and requested the Council approve the plans and specs, and authorize bids for the 2024 street project.

Hultstrom indicated she has not seen a policy for how the City does assessments. She explained she would like to see this project move forward, but she has some concerns when it comes to the financing and assessing of this project. She suggested more attention be spent on this and noted she would like to review the City's written assessment policy.

Vickerman explained she has had questions regarding the bond requirements. She wanted to be assured the City was not assessing more than they have to. However, she noted she supported the project moving forward as proposed.

Mr. Dahl commented based on the bid results, there may be an opportunity for the Council to readjust the costs that are assessed.

Hultstrom stated for the record, the City had already bonded for this project.

A motion was made by Mueller, seconded by Vickerman, to adopt Resolution No. 2024-23, approving Plans and Specifications for the 2024 Street Reconstruction & Rehabilitation Project. The motion carried 4-0.

C. APPROVE ACCOUNTS PAYABLE

Grams reviewed the Accounts Payable with the Council.

A motion was made by Vickerman, seconded by Hultstrom, to approve the Accounts Payable as presented. The motion carried 4-0.

11. ADMINISTRATOR REPORT – None
12. COUNCIL AND ATTORNEY REPORTS

Vickerman thanked the Public Works Department for all of their efforts to remove the heavy snow after the recent snow event.

13. ANNOUNCEMENTS – None

14. ADJOURNMENT

A motion was made by Hultstrom, seconded by Mueller, to adjourn the City Council meeting at 7:55 p.m. The motion carried 4-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

Unapproved

**OSSEO ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
April 8, 2024**

1. ROLL CALL

President Poppe called the regular meeting of the Osseo Economic Development Authority to order at 6:00 p.m., Monday, April 8, 2024.

Members present: Teresa Aho, Mark Cook, James Hultgren, Ashlee Mueller, Kenny Nelson, Duane Poppe, and Mark Schulz.

Staff present: Executive Director Riley Grams, Community Management Coordinator Jessica Rieland and City Attorney Mary Tietjen.

2. APPROVAL OF AGENDA

A motion was made by Schulz, seconded by Mueller, to approve the Agenda as presented. The motion carried 7-0.

3. APPROVAL OF MINUTES – FEBRUARY 12, 2024

A motion was made by Schulz, seconded by Mueller, to approve the minutes of February 12, 2024, as presented. The motion carried 7-0.

4. MATTERS FROM THE FLOOR – None

5. PUBLIC HEARINGS – None

6. ACCOUNTS PAYABLE

Grams presented the EDA Accounts Payable listing.

A motion was made by Mueller, seconded by Aho, to approve the Accounts Payable. The motion carried 7-0.

7. OLD BUSINESS – None

8. NEW BUSINESS

A. REVIEW EDA BUSINESS BREAKFAST EVENT

Rieland stated the City's second business breakfast was held on Tuesday, February 27 in the Osseo Community Center. An email invitation was sent to 82 businesses, and staff received 27

RSVPs. There were six EDA members, six staff members and 23 business owners in attendance. City staff was able to introduce themselves and provide some context as to potentially why businesses owners may want to contact the City for such things are utilities, utility billing, snow removal, safety, and security, etc.). There was a good discussion about improving the City's business climate and how best to do that. Some topics that were discussed include:

- 1) Advertising opportunities that target neighborhoods or neighboring communities
- 2) Creating a business booklet
- 3) Creating a Welcome to Osseo Business packet (to be given to new business owners)
- 4) Conducting ribbon cutting ceremonies
- 5) Celebrating business opening anniversary days
- 6) Ways for businesses to get more involved in City events (such as the Car Show/Craft Fair event, Movies and Music in the Park, Lions Roar, and Minidazzle)
- 7) Opportunities to partner with local area Chamber of Commerce and CCX Media
- 8) Use of City facilities (Gateway Sign, Community Center, Parks)

Rieland reviewed the budget for the event. Staff commented on the results from the follow up survey that was completed by those that attended the EDA breakfast event. Based on the feedback, the EDA should consider whether or not to hold additional similar events in the future.

Grams stated he would like to receive feedback from the EDA members on how they thought the event went.

Cook believed the open forum and questions that were asked were relevant. He indicated he would like to see more business owners in attendance, but for the EDA's first event, he was pleased with the dialogue that occurred.

Aho indicated she believed the turn out was great and she supported the EDA holding another event in July, August or September. She explained she received feedback from business owners that could not attend that hope to attend a business event in the future.

Mueller suggested contact information and social media handles for the businesses that attended the first event be shared with all business owners that were in attendance.

Grams reported he was working with the I-94 West Chamber of Commerce to try and get them to attend a future EDA meeting and potentially the next EDA business event.

Nelson stated he did not find the EDA event all that helpful, but he was pleased other people did. He was concerned that the event should be hosted by the Chamber of Commerce or other private organization versus the EDA. He indicated he did not oppose the EDA hosting another event.

Hultgren supported the EDA working with the City's businesses in order to bring them together.

Nelson suggested the remaining EDA budget be split in half and that two more events be planned for 2024. He proposed the EDA host two separate happy hour type events.

Mueller believed it would be beneficial for the EDA to try and host an afternoon event as this may attract other business owners.

Cook stated if a formal event with a presentation was being planned, he recommended this be done in the mornings. However, he supported the EDA hosting a small business social event at Duffy's or the American Legion for an informal meet and greet. He indicated this would be a very informal and low cost event. He anticipated the EDA would have a difficult time getting a good turnout at 4:30 p.m. in August.

Nelson suggested the EDA host an informal happy hour this summer and then also plan a more formal EDA event for this fall.

Mueller indicated Duffy's was interested in hosting an event. She suggested door prizes or other incentive be considered in order to draw small business owners to the event.

Cook supported the EDA hosting a sit down event in August prior to Lions Roar and then something more social could be held later in October.

Nelson stated the social event in October would provide small business owners a chance to discuss Small Business Saturday.

Hultgren suggested the EDA members take a look at what other cities were doing to promote their small businesses. He discussed how the Legion was using Prime Advertising to promote their events. He suggested Prime Advertising be brought in to speak at a future EDA event.

Grams stated an individual from CCX could also be brought in to discuss services that were available to small businesses in Osseo. He thanked the EDA for their feedback. He explained he would speak with Ms. Rieland and begin planning for another formal EDA event in August and two social events to be held in June and October.

9. **REPORTS OR COMMENTS:** Executive Director, President, Members

Grams stated he spent the day at the Capitol testifying in support of the City's 2024 bonding request. He explained the request was for funding to replace the pavers on three blocks of Central Avenue. He commented on how EV charging stations were becoming more popular and requested the EDA to consider if fast charging stations should be installed in the downtown area.

Hultgren reported the American Legion was hosting the state bowling tournament that would be sponsored at Sundance. He commented on the events that would be hosting in the evenings over the next month.

Nelson discussed how roads had evolved over the past year and noted one of the original auto trails, Jefferson Highway, ran through Osseo.

Aho thanked Staff for all of their efforts on the EDA breakfast.

10. ADJOURNMENT

A motion was made by Schulz, seconded by Aho, to adjourn at 6:34 p.m. The motion carried 7-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

Unapproved

**OSSEO CITY COUNCIL
REGULAR MEETING MINUTES
April 8, 2024**

1. CALL TO ORDER

Mayor Duane Poppe called the regular meeting of the Osseo City Council to order at 7:00 p.m. on Monday, April 8, 2024.

2. ROLL CALL

Members present: Councilmembers Juliana Hultstrom, Ashlee Mueller, Mark Schulz, Alicia Vickerman and Mayor Duane Poppe.

Staff present: City Administrator Riley Grams, Interim Fire Chief Mike Cogswell, Administrative Assistant MaryLou Baier, and City Attorney Mary Tietjen.

Others present: Rebecca Kurtz, Ehlers & Associates; Nick Torres, City Resident; John Hall, City Resident.

3. PLEDGE OF ALLEGIANCE

Poppe led the Pledge of Allegiance.

4. APPROVAL OF AGENDA [Additions - Deletions]

Poppe asked for additions or deletions to the Agenda.

A motion was made by Hultstrom, seconded by Mueller, to accept the Agenda as presented. The motion carried 5-0.

5. CONSENT AGENDA

- A. Approve March 11 Council Minutes
- B. Approve Hire of Firefighters Chris Giving and Jacob Antolak

A motion was made by Schulz, seconded by Hultstrom, to approve the Consent Agenda. The motion carried 5-0.

6. MATTERS FROM THE FLOOR

John Hall, 808 3rd Street NE, questioned who was responsible for snow removal around public sidewalk ramps located at intersections. Mr. Hall stated that many businesses did not do a good job completely removing snow from their storefront sidewalk areas during the most recent snow event.

7. SPECIAL BUSINESS

- A. ACCEPT DONATIONS

Grams stated the City has received the following donations:

<u>Donor</u>	<u>Amount/Item</u>	<u>Designated Fund</u>
American Legion Post 172	\$1,000	Music & Movies in the Park
Joseph & Lisa Trainor	\$250	Fire
Joseph & Lisa Trainor	\$250	Police
Osseo Fire Dpt Relief Association	\$1,000	Night to Unite
Osseo Maple Grove Hockey Assc	\$5,000	Music and Movies in the Park
Darrell & Deanna Healy	\$500	Fire

Staff recommended the Council accept the donations.

A motion was made by Hultstrom, seconded by Vickerman, to adopt Resolution No. 2024-24, accepting a donation from the American Legion Post 172, Joseph & Lisa Trainor, Osseo Fire Department Relief Association, Osseo Maple Grove Hockey Association and Darrel & Deanna Healy. The motion carried 5-0.

8. PUBLIC HEARINGS – None

9. OLD BUSINESS – None

10. NEW BUSINESS

A. APPROVE PRESALE EQUIPMENT BONDS FOR POLICE SQUADS & PUBLIC WORKS TRUCK

Rebecca Kurtz, Ehlers & Associates, stated the proposed General Obligation Equipment Certificates include financing for the purchase of three police squad cars and a public works vehicle. Debt service will be paid for ad valorem property taxes. The bonds are being issued for a term of seven years. Ms. Kurtz discussed the proposed bond sale in further detail with the Council and recommended approval.

A motion was made by Vickerman, seconded by Mueller, to adopt Resolution 2024-25, providing for the sale of \$400,000 in General Obligation Equipment Certificates, Series 2024A, for police squads and public work truck. The motion carried 5-0.

B. APPROVE RESOLUTION AUTHORIZING THE PURCHASE OF 33 2ND STREET NE

City Attorney Tietjen stated on February 26, 2024, City entered into a purchase agreement (“Purchase Agreement”) to purchase property located at 33 2nd Street Northeast, and 209 1st Avenue Northeast, Osseo, Minnesota 55369 (collectively, “Property”). The parcels comprising the Property are depicted at the end of this memo. Land Title, Inc., the title company handling the closing of the sale of the property to the City, requires the City to pass a resolution approving the purchase agreement in order to close the transaction. This is generally a title company standard which ensures the City has properly authorized either the purchase or sale of property, prior to the title company insuring the transaction. She recommended the Council adopt a resolution approving the Purchase Agreement.

A motion was made by Schulz, seconded by Vickerman, to adopt Resolution 2024-26, approving the Purchase Agreement to acquire the property located at 33 2nd Street NE and 209 1st Avenue NE. The motion carried 5-0.

C. APPROVE UPDATED EARNED SAFE AND SICK TIME POLICY

Grams stated recently the League of Minnesota Cities sent out clarifying information regarding the Safe and Sick Time (ESST) policies for public entities. The information was relating to how non-regularly scheduled employees (such as paid on call Fire Department members) should handle the new Earned Safe and Sick Time policies. The clarification states that Cities do not need to provide ESST hours to employees who do not work “regularly scheduled hours.”

Grams reported this would include paid on-call Fire Department members when responding to a service call. This does not eliminate the requirement that Cities must allow paid on-call Fire Fighters to accrue ESST, as they would still need to accrue at least 80 hours in a calendar year before ESST would become available to them. But their use of ESST hours would be limited to regularly scheduled events, which includes Department meetings, Department trainings/drills, City event participation, or other regularly scheduled hours (including Administrative hours, Academy trainings, and general gear or vehicle maintenance). Staff reviewed the added language for the policy from City Attorney Mary Tietjen.

Grams explained the City Council can still allow City employees to use ESST hours for non-regularly scheduled hours, if they wish. But this is an option the Council has in order to clarify the use of ESST hours. The Council Human Resources Committee was presented with this updated policy language and recommended approval to the City Council.

A motion was made by Mueller, seconded by Vickerman, to approve the updated Osseo Earned Safe and Sick Time Policy . The motion carried 5-0.

D. APPROVE ACCOUNTS PAYABLE

Grams reviewed the Accounts Payable with the Council.

A motion was made by Schulz, seconded by Vickerman, to approve the Accounts Payable as presented. The motion carried 5-0.

11. ADMINISTRATOR REPORT

Grams reported that he testified in front of the MN Capital Investments Committee earlier in the day in support of Osseo’s 2024 State bonding request.

12. COUNCIL AND ATTORNEY REPORTS

Councilmember Vickerman thanks City Administrator Grams for testifying on behalf of the City of Osseo in support of the 2024 State bonding request.

Councilmember Hultstrom that she felt neither her nor Councilmember Mueller's feelings were hurt nor was it about the First Amendment, in response to previous Matters From the Floor comments from resident Preston Kroska. Hultstrom stated that keeping it factual is best for Matters From the Floor.

13. ANNOUNCEMENTS

Poppe stated the city-wide cleanup day would be held on Saturday, April 20 from 8:00 a.m. to 12:00 p.m. at the Public Works Parking Lot.

14. ADJOURNMENT

A motion was made by Hultstrom, seconded by Mueller, to adjourn the City Council meeting at 7:28 p.m. The motion carried 5-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

Unapproved



City of Osseo City Council Meeting Item

Agenda Item: Approve Hire of Firefighter Richard Modeen

Meeting Date: April 22, 2024

Prepared by: Jamie Lee-Rakos, Administrative Assistant

Attachments: *none*

Policy Consideration:

Consider approving the hire of Richard Modeen for Firefighter.

Background:

Mr. Modeen submitted an application in January. We conducted an interview, performed a background check, and had the candidate receive a number of examinations at Health Strategies, including a pre-placement medical exam, drug screen, SCBA mask fitting, N95 mask fitting, and physical ability test.

The candidate presented here has made it through all requirements and is being recommended by the hiring committee (Lieutenant 11, Lieutenant 13, and Lieutenant 14) along with the Interim Chief. Richard is eager to start and would be a great addition to the department.

Previous Action or Discussion:

Our last hire was April, 2023, however, we are continuing our recruiting efforts to fill the desired five openings within the Osseo Fire Department.

Budget or Other Considerations:

We would put Richard through the full fire academy consisting of: Firefighter I, Firefighter II, Hazardous Materials Operations, and Emergency Medical Responder. The first three of those classes and their associated state certification tests are reimbursable through the Basic Fire Training Fund through the Minnesota Board of Firefighter Training and Education (MBFTE). The Emergency Medical Responder class may be reimbursable through the MBFTE department grant (depending on timing and availability of redistribution funds).

To equip a firefighter so they can do their job safely and effectively requires an ensemble consisting of, at the very least: pager, coat, pants, boots, helmet, mask, hood, and gloves. We have a sufficient supply of pagers. We will outfit the candidate with the remaining gear.

There will be some other miscellaneous expenses including apparel, name tags, etc.

Since we have had good staff retention in recent months, there will be an increase in payroll expenses.

City Goals Met By This Action:

Recruit high quality staff, continue to train staff, and work to promote staff retention.

Options:

The City Council may choose to:

1. Approve the hire of Richard Modeen for Firefighter;
2. Approve the hire of Richard Modeen for Firefighter with noted changes;
3. Deny the hire of Richard Modeen for Firefighter;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the hire of Richard Modeen for Firefighter.

RUDOLPH PRIEBE POST 172 GAMBLING REPORT TO CITY OF OSSEO


1. Report for month of MARCH 2024
2. Check as appropriate:
 - Paddlewheel
 - Pulltabs
 - Bingo
 - Raffle
 - Other Etabs/Linked E-Bingo

3. Gross Receipts: \$830686.75
4. Less prizes paid. \$710002.45
5. Net Receipts \$120684.30
6. Expenses/Taxes \$86,907.31

Expenses Itemized:	
Compensation	\$11305.46
Misc. (accounting, trash, clean, insurance)	\$7,473.55
Cost of Games	\$22,974.10
State Gambling Tax	\$41160.00
Federal Gambling Tax	\$1934.20
Meat Raffle Gift Certs	\$2060.00

7. Profit \$33,776.99
8. Distribution of Profits by Code

A1	DISTRICT 279 FOUNDATION	1000.00
A1	MN NATIONAL GUARD YOUTH CAMP	1000.00
A1	SECOND STORK	500.00
A1	Maria's Voice	2000.00
A1	CC4KTC	1250.00
A1	MN 9TH DISTRICT AMERICAN LEGION BAND	500.00
A1	ST ALPHONSUS CHURCH	500.00
A1	SOLDIER 6	1000.00
A2	Cross Food Shelf	1000.00
A2	CEAP FOOD SHELF	1000.00
A6	LORENZ BUS COMPANY	1463.00
A6	RED RIVER FLAGS	694.15
A7	MN A.L. FOUNDATION--FUND 77	2999.59
A7	CP COOPERSTOWN 2024	500.00
A7	MGSB GOLF BOOSTER CLUB	500.00
A7	PC GIRLS GOLF TEAM BOOSTER	500.00
A7	MG BOYS GOLF BOOSTER	500.00
A7	OSSEO SENIOR HIGH BOYS VOLLEYBALL	1500.00
A7	CHAMPLIN PARK LACROSSE BOYS	500.00
A7	PARK CENTER TRAVEL BASKETBALL	1000.00
A7	AMERICAN LEGION AUXILIARY FOUNDATION	2700.00
A7	Park Center High School CRC	500.00
A7	CBVAT PCHS	2000.00
A10V	CITY OF OSSEO MUSIC IN PARK	1000.00

Signed: 
JAMES HULTGREN
 Gambling Manager

Osseo Lions Club Gambling Report

to
City of Osseo

Report for the month/year of Mar-24

Check as appropriate:

XXXXXX paddle wheel

XXXXXX pull tabs

 raffle

 other (specify) LG100A

Gross Receipts 772,815.82 LG100A-11A

Prizes Paid 681,087.64 LG100A-11B

Net Receipts 91,728.18 LG100A-11C

Expenses - Total 44,011.18 Total Itemized

Expenses itemized:

Pulltabs	6,562.19
Compensation	10,232.61
Accounting Services	430.60
Rent	8,712.59
Electronic pull-tab provider fees	17,441.26
Electronic linked bingo provider fees	66.42
Supplies Bank charges etc	307.21
Cash Short (Over)	258.30
Profits \$ 47,717.00	44,011.18

Lawful Purpose Expenditures

MN Department of Revenue - Wagering Tax	\$ 29,947.80
CEAP	2,000.00
City of Osseo-Night to Unite Event	1,500.00
Cross Services-Health Services	1,000.00
Magnus Veterans Foundation-Magnus Veterans Foundation	5,000.00
Maria's Voice-Charitable Contribution	1,000.00
OSD #279-Osseo Track & Field	750.00
OSD #279-Osseo Boys Tennis	750.00
OSD #279-Osseo Boys Volleyball	750.00
Osseo Senior High Orchestra Boosters-Osseo Senior High Orchestra Boo:	750.00
Park Center Girls Golf Boosters-Park Center Girls Golf Boosters	750.00
Total Contributions	\$ 44,197.80

Signed



Attach additional information if necessary.

*This completed form must be returned to the Osseo City Clerk's office by the 19th day of each month and is required by state law and City ordinances for all licensed organizations.

**Osseo Maple Grove Hockey Association Gambling Report
to
City of Osseo**

1. Report for the month of Mar-24

2. Check as appropriate:

 x pulltabs

 x tipboards

3. Gross receipts 330,567

4. Expenses - total 325,893


Expenses itemized:

Compensation	<u>7,144</u>
Prizes	<u>297,446</u>
Pull tab games/taxes	<u>5,330</u>
Supplies/misc/payroll proc./storage	<u>554</u>
Combined receipts	<u>14,288</u>
Cash long/short	<u>256</u>
Rent	<u>875</u>

5. Profits 4,674

6. Distribution of profits (itemized)

<u>City of Osseo Music and Movies in the Park</u>	<u>5,000</u>
<u>OPC Girls Hockey Booster Club</u>	<u>5,000</u>
<u>Osseo Boys Hockey Booster Club</u>	<u>5,000</u>
<u>Maple Grove Girls Hockey Booster Club</u>	<u>5,000</u>
<u>Maple Grove Boys Hockey Booster Club</u>	<u>5,000</u>

Signed: 

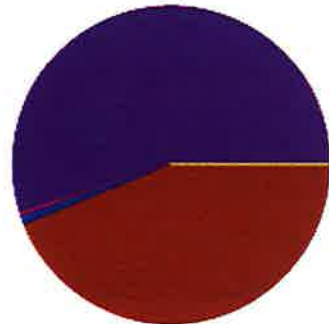
This completed form must be returned to the Osseo City Clerk's office by the 19th day of each month and is required by state law and City ordinances for all licensed organizations.

Month-End Membership Report

Osseo Firemens Relief Assoc

March 2024 Activity

Revenue by Game Type



- ePulltab: \$43,725.45
- eLinked Bingo: \$182.36
- Paddle Ticket: \$720.00
- Pull Tab: \$34,779.00
- Interest and Other Income: \$20.21

Lawful Purpose Expenses



- A08T: \$26,674.26
- A10V: \$1,000.00

Total \$79,427.02

Tax Liability For Current Activity: \$27,151.70

Total \$27,674.26

Allowable Expenses

Account	Amount
Accounting and Legal Services	\$136.00
Cash Short (Long if a negative value)	-\$52.00
Compensation and Payroll Taxes	\$8,023.11
E-Linked Bingo Provider	\$21.97
E-Pulltab Equipment and Revenue Share	\$15,802.37
Gambling Product	\$6,617.39
Misc. Services and Supplies	\$962.38
Rent	\$8,815.92
Total	\$40,327.14

Net Profit before taxes (Revenue less Allowable Exp)	\$39,099.88
State Taxes and Fees (8T)	\$26,674.26
Other Taxes (8F, 8L, 8U, 18)	\$0.00
Was Available for Missions	\$12,425.62
Charitable Contributions (1-7, 10, 10R, 10V, 1-15, 19)	\$1,000.00
Other LPE's (9, 16-17, 20-26)	\$0.00

Unused Balance: \$11,425.62

Assets

Account	Amount
Checking Account Balance	\$93,808.19
Savings Account Balance	\$0.00
Start Bank Balance	\$6,855.00
Initial Start Bank	\$6,855.00
Unreimbursed Negative Activity	\$0.00
Merchandise Inventory	\$560.00
Gaming Inventory	\$4,573.89

Profit Carryover Variance

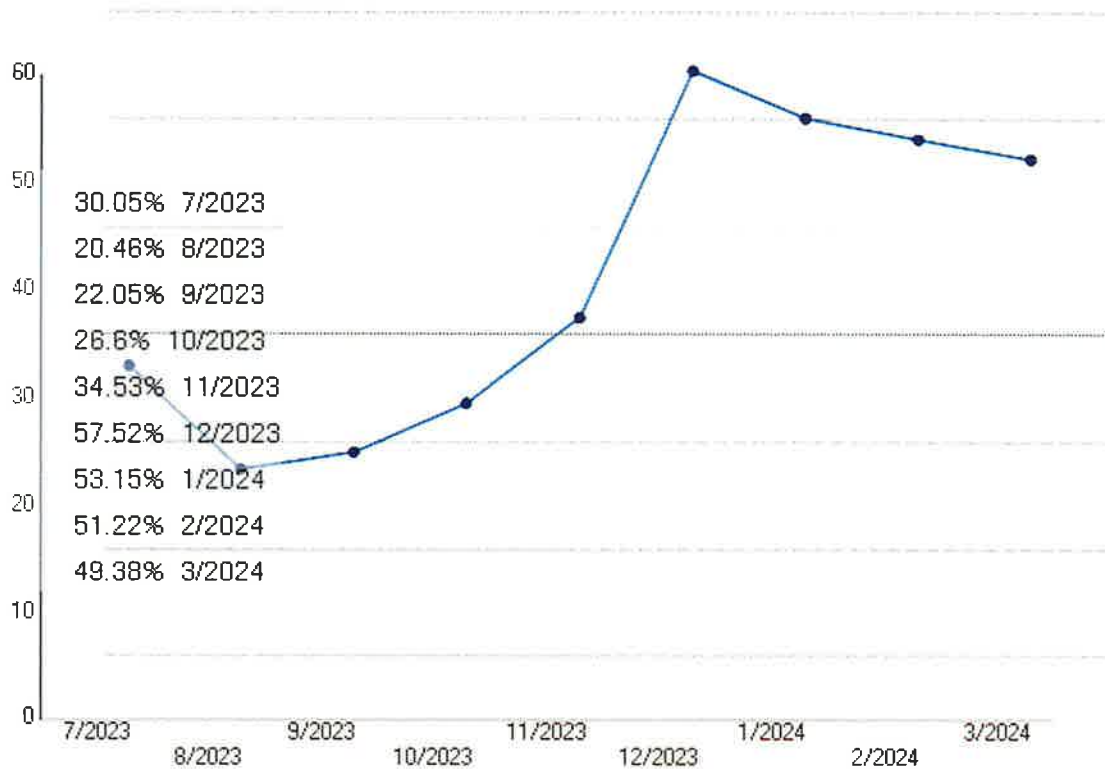
Reconciled Gambling Fund	Profit Carryover	Difference
\$106,426.66	\$106,426.66	\$0.00

Month-End Membership Report

Osseo Firemens Relief Assoc

March 2024 Activity

Lawful Purpose Star Rating



12-MONTH RATING PERIOD

For each 12-month period beginning July 1, a licensed organization will be evaluated by the Gambling Control Board to determine a rating based on the percentage of annual gross profits spent on lawful purpose expenditures. It is not a rating of its overall lawful gambling operation.

% Spent on Lawful Purpose*	Rating
more than 50%	5 star
more than 40%	4 star
more than 30%	3 star
more than 20%	2 star
more than 10%	1 star

PROBATION.

An organization that fails to expend a minimum of 30% of gross profits on lawful purposes each year (July to June) is automatically on probation effective July 1 for one year. The organization must increase their rating to a minimum of 30% or be subject to sanctions by the Board.

EXCEPTION

An organization that conducts lawful gambling in a location where the primary business is bingo (bingo hall) must expend a minimum of 20% of gross profits on lawful purposes each year (July to June).

Month-End Membership Report

Osseo Firemens Relief Assoc

March 2024 Activity

Net Receipt %

	Bingo	Raffles	Paddle Ticket	Paddle	ePulltabs	Tipboards	Sport	Pulltabs	eLinked
002-Dick's Bar	0%	0%	33.34%	0%	12.98%	0%	0%	14.59%	15%

Asset Balances

	Initial Start Banks	Unreimbursed Start Banks	Total	Gaming Product Inventory	Merchandise Inventory
002-Dick's Bar	\$6,855.00	\$0.00	\$6,855.00	\$4,573.89	\$560.00
Total	\$6,855.00	\$0.00	\$6,855.00	\$4,573.89	\$560.00

Assets

Account	Amount
Default Bank Account	\$98,000.35

Cash Long/Short Oversight

	Pulltab	Tipboards	Paddle Tickets	Paddle Wheel	Sports TipBoard	Paper Bingo	Raffles	eGaming	Total
002-Dick's Bar	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00
Total	\$52.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00

4 Days rule

The following transactions were deposited after 4 business days:

No results found. Great job!



City of Osseo City Council Meeting Item

Agenda Item: Annual Hennepin County Update – Jeff Lunde, District 1 Commissioner

Meeting Date: April 22, 2024

Prepared by: Riley Grams, City Administrator

Attachments: None

Background:

Hennepin County Commissioner for District 1, Jeff Lunde, will make a presentation to the City Council on Monday night regarding various Hennepin County updates for 2024. No action is required. This is simply an educational presentation.



HENNEPIN COUNTY
MINNESOTA

District 1 Office

Commissioner Jeffrey Joneal Lunde

E: jeffrey.lunde@hennepin.us

C: 763.242.1555

Richnetta Parker

Policy & Communications Aide

E: Richnetta.parker@hennepin.us

T: 612.685.5489

Ingrid Kubisa

Policy Aide

E: Ingrid.kubisa@hennepin.us

T: 612.386.1155

Leadership & Committees

- Chair, Public Safety Committee
- Chair, Criminal Justice Coordinating Committee
- Co-Chair, Work Group for Youth Intervention, MN State Legislature
- Co-Chair, Intergovernmental Affairs Committee (IGR)
- Blue Line Rail Corridor Management Committee
- Chair, Hennepin Healthcare Systems
- Hennepin member, NLX Project
- Justice & Public Safety Steering Committee, National Assn of Counties

Hennepin County – Evolution of Community Safety Approach

Hennepin County changes to Community Safety

- 2021 – Issuance of \$5M for Violence Prevention grants
- 2022 – Creation of Safe Communities Department
 - Creating space for young people to thrive
 - Providing resources for families
 - Partnering for safer cities
- 2022 – Anti-Hate Initiative (community led efforts)
- 2023 – Continuation of \$5M for Violence Prevent Grants (focus change, smaller grants to over 50 organizations)
- 2024 – Safe Communities Summit

Safe Communities Summit

Safe Communities Summit hosted by Hennepin County

- Establish an agreement with Cities United for delivery of a 2024 Hennepin County Safe Communities Summit, NTE amount of \$500,000.
- Summit is intended to be a catalyst around **youth-centric** efforts to tackle the root causes of the challenges we see repeatedly in our communities.
- Cities United works directly with government, local representatives, **young leaders and community-based partners** to build capacity to:
 - Interrupt the cycle of community violence
 - Dismantle the systems of inequity
 - Invest in the sustainability of new equitable administrative and operational activities

Cities United

- Cities United is a connector, a facilitator, and an incubator of meaningful long-term change. Builders of a movement of cities, community organizations, public safety advocates, and young leaders to create safe, healthy, and hopeful communities.
- Use of two frameworks to help cities achieve these outcomes: [Reimagining Public Safety](#), which highlights 15 specific, evidence-backed solutions that cities can adopt, and the [Roadmap to Safe, Healthy, and Hopeful Communities](#), which helps each city create a customized and sustainable action plan for implementing those solutions.
- www.citiesunited.org



Safe Communities Summit

- Who: Community Partners including Safe Communities Grant recipients, Community including Youth, leaders from all cities and school districts in Hennepin County and County Partners
- When: **May 16-18**
 - Days 1-2 - Setting the Stage
 - Day 3 – Cities United Framework Bootcamp
- Where: **Minneapolis Marriott Northwest (Brooklyn Park)**
- Cost: **\$0** to attendees
- Goal: **To provide support for the creation and expansion of community led intervention programs.**
- Summit Planning: Lisa Bayley & Safe Communities Team

Work Group on Youth Interventions

- During the 2023 legislative session, Hennepin County leaders advocated for the creation of the Working Group on Youth Interventions.
- A collaborative and regional system is crucial to finding effective and lasting solutions.
- There is a need for expanded treatment options for justice-involved youth. Partnering with other counties and the state is fiscally and logistically efficient and will result in options benefitting ALL youths.



Recommendations

The working group's recommendations focus on six primary areas:

1. Building a **regional system of care** throughout the state, that will keep youth closer to home and maximize connection, contact, and support for both youth and family.
2. Continued study of facility licensing and certification and evaluation of accountability, **governance and oversight**.
3. **Fiscal strategies** to support and retain existing staff and providers, increase access to programs for youth and family, improve reimbursement for providers, as well as support infrastructure changes needed in many facilities.
4. Improving **data** collection, data sharing, and data analysis, to ensure transparency and better data driven decisions.
5. Improving the **programming** offered in out-of-home placement facilities and across the entire continuum of care for system involved youth to better comply with best practices.
6. Addressing the **workforce development** needs that are impacting our system providers and community providers, including hiring, retention, training, salary, and wellness.

Next steps

The working group has identified two key next steps:

- Establish a joint legislative task force to further study and assess licensing and certification requirements for facilities and programming, and the current financing models in Minnesota.
- Invest in and create a comprehensive data system that is youth-centered rather than case-centered that improves data collection and data sharing among key system partners.

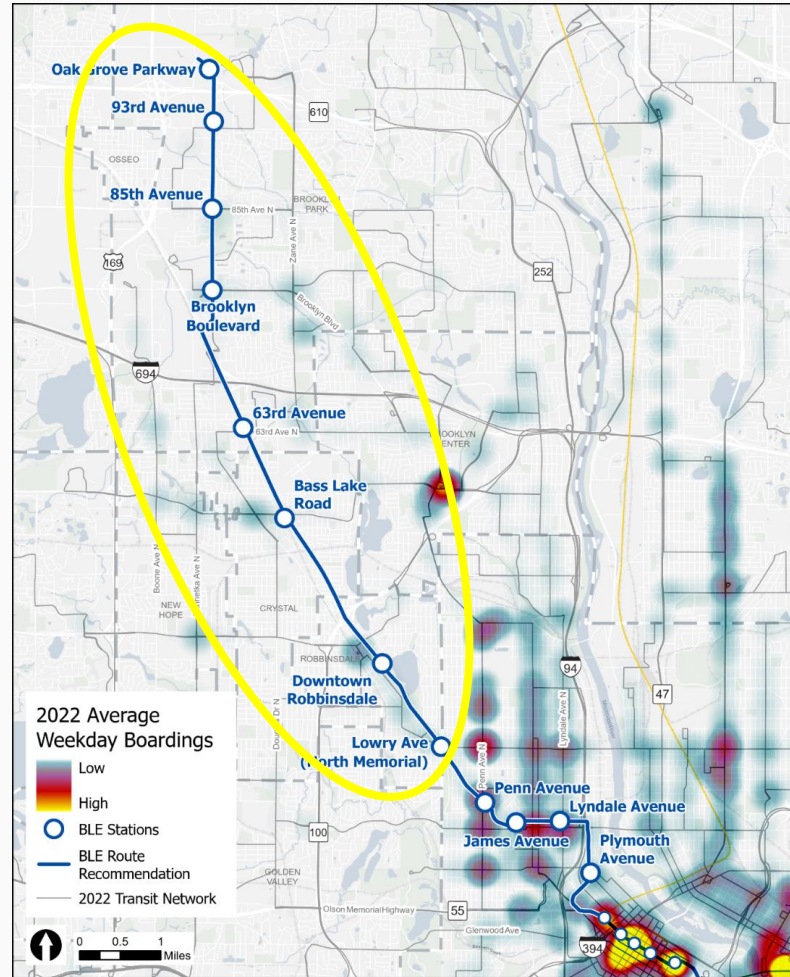
Transit

District 1 suffers from lack of transit options

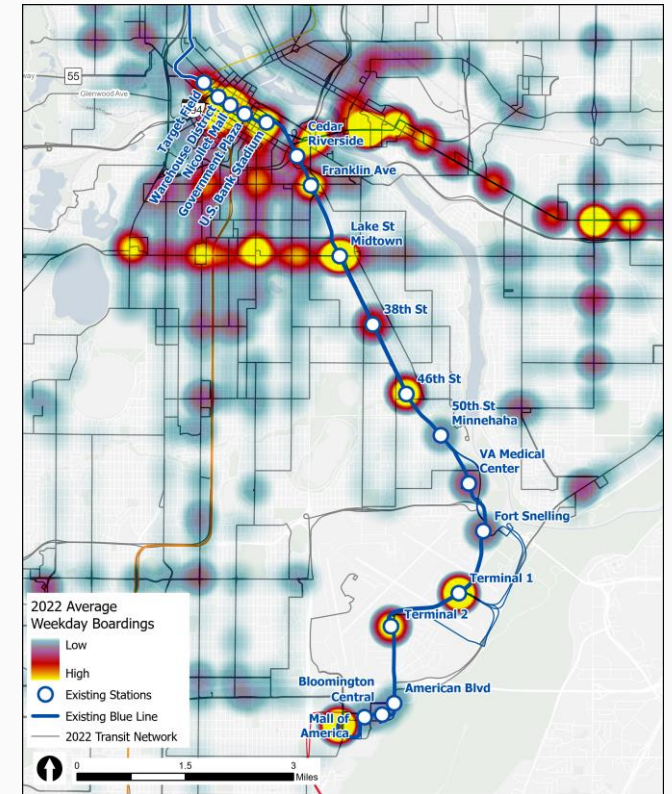
- Hosting an East/West Transit Discussion
 - June discussion on needs for East/West Transit options
 - Hosting the discussion along with Reva Chamblis and Anjuli Cameron, Met Council members
- Municipal Consent for Blue Line
 - Municipal consent process will start August 2024
 - Consent process to be completed by November 2024
- Blue Line
 - Budget & Ridership forecast released
 - Community dependence on access to transit – 50% of the riders lack access to affordable transportation
 - Change in needs has been heightened since 2015

Existing Service

- Blue Line Extension corridor is under-served today



Blue Line Extension Corridor



Existing Blue Line LRT Corridor

Questions





City of Osseo City Council Meeting Item

Agenda Item: Approve 2023 InterMarque Car Show and Craft Fair Event Special Event Permit

Meeting Date: April 22, 2024

Prepared by: Riley Grams, City Administrator

Attachments: Event Flyer
Event Maps
Completed Special Event Permit Application

Policy Consideration:

Consider approving the attached special event permit for the 2024 Osseo Vintage Foreign Car Show and Craft Fair for Saturday, May 18, 2024, from 9:00 AM to 3:00 PM.

Background:

The 2024 InterMarque Car Show and Craft Fair in the Park is scheduled to take place on Saturday, May 18 from 9:00 AM to 3:00 PM. As always, the event is scheduled rain or shine. The event includes several local car clubs (Mercedes, Jaguar, MG, Citroen, Triumph, Austin Healey, Lotus, Mini, Alfa, and many others) showcasing their cars for visitors to see. The owners always love visitors coming up and chatting about the cars. The Craft Fair in the Park will also be back again this year, with many great vendors showing and selling various craft items. Additionally, CROSS Food Shelf will have containers available for anyone who wishes to donate any non-perishable food items. The event requires the closure of several streets in the downtown area. The street closures are noted on the attached event maps. Additionally, local restaurants, bars, and other businesses report that these types of events usually lead to some of their best sales days.

This is historically one of the most well attended events in Osseo and we expect that again this year. The applicant, Dick Leighninger, will be present on Monday night to talk about the event.

Staff has already met with the event organizers to discuss set up and take-down procedures, so that we can safely and responsibly close and re-open the public streets before and after the event.

Attached is the Special Events Permit for the event. The permit allows City Staff the chance to review the event and determine if any special needs are required to run the event. The Car Show and Craft Fair will require a small amount of Public Works time to set out the necessary 'No Parking' signs and traffic barricades prior to the event. The event organizers then set the barricades out and put them back at the end of the event with the help of the Osseo Police Department. The fee associated with this work is 1 hour of Public Works time at \$50 per hour. Additionally, there is a \$50 application fee. Staff understands that the applicant will seek a waiver of the permit fees for this event and ask for free advertising on the Osseo Gateway Sign and a waiver to use the Community Center for the event. The City has historically approved the fee waivers for this event each year.

City Goals Met By This Action:

Provide a variety of activities for all citizens with continued and new City events and programs

Options:

The City Council may choose to:

1. Approve the special event permit for the 2024 Osseo Vintage Foreign Car Show and Craft Fair with associated fee waivers and street closures;
2. Approve the special event permit for the 2024 Osseo Vintage Foreign Car Show and Craft Fair with associated fee waivers and street closures, with noted changes/as amended;
3. Deny the 2024 Osseo Vintage Foreign Car Show and Craft Fair special event permit;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the special event permit for the 2024 Osseo Vintage Foreign Car Show and Craft Fair with associated fee waivers and street closures.

Next Step:

If approved, Staff will work with the event organizers to plan and run the event. Gateway Sign advertising will also be created and shown on the Gateway Sign leading up to the event, as well as on City social media.



Special Event Permit Application

A Special Event Permit is required if one or more of the following apply to your event:

- 200 or more individuals will be in attendance
- Temporary Alcohol License required
- Admission or fees will be charged or donations requested while using City property
- Special services will be required (road closure, traffic control, security, exclusive use of City property, etc. A deposit will be required for the estimated cost of providing Special Services.)

INSTRUCTIONS: Fill out this form completely, sign it, and include all required attachments. If additional space is needed, attach additional sheets. Submit to the City of Osseo 30 days prior to the date of the event.

1. EVENT INFORMATION

Name of Event INTERMARQUE SPRING KICK-OFF Purpose of Event FOREIGN CAR SHOW

Description of Event AN ANNUAL EVENT WHERE 25+ VINTAGE CARS AND MOTORCYCLES ARE ON DISPLAY ON CENTRAL AVENUE. THE CITY OF OSSEO ALSO SPONSORS A CRAFT SHOW IN THE PARK.

Days/Date(s) of Event MAY 12, 2024 Start Time 8:00AM End Time 3:00PM

Estimated Setup Start Time 7:00 AM Estimated Take Down Finish Time 3:30PM

Location address CENTRAL AVENUE FROM 1ST ST. NE TO 6TH ST. NE

Property Owner Name DICK LEIGHNINGER

Owner Phone 651-216-4491 Email IMSPLASHCAF@YAHOO.COM

Estimated # of Attendees 500+ Admission Fee/Donation Requested \$ NONE

2. APPLICANT INFORMATION

Name DICK LEIGHNINGER Title CHAIRMAN

Address 1398 ALBANY AVENUE, ST. PAUL, MN 55108

Daytime Phone 651-216-4491 Cell 651-216-4491

Email IMSPLASHCAF@YAHOO.COM

Affiliation/Organization INTERMARQUE VINTAGE MOTORCARS OF THE MIDWEST

Are you an authorized applicant for this organization?

Yes No

Will this person have authority to cancel or modify event plans?

Yes No

Will this person be present at the event and in charge of the event at all times? Yes No

If no, provide contact information for person who will be the responsible party on the day of this event:

Name _____ Title _____

Address _____

Daytime Phone _____ Cell _____

Email _____

3. REQUEST FOR SPECIAL SERVICES

We are requesting the following services to be provided by the City. There will be a charge for these services and a deposit/escrow payment will be required for the estimated cost at least 10 days before the event.

- Street closures (traffic cones, barricades)
- Traffic control
 - Police services requiring special arrangements
 - Stationing emergency vehicles at or in the immediate vicinity
- Exclusive use of city streets or right-of-way for event, as staging area, or for event parking
 - Additional street cleaning
 - Garbage/recycle bins
- Special signage (e.g., temporary no parking signs)
- Exclusive use of city building(s), equipment, or other property

Describe any services, city personnel, city equipment, and city property which you are requesting the city to provide, including the estimate of number and type needed and the basis on which the estimate is made.

CITY WILL POST "NO PARKING" SIGNS ON CENTRAL AVENUE NIGHT BEFORE THE SHOW AND PROVIDE TRAFFIC BARRIERS AT THE INTERSECTIONS ON CENTRAL AVENUE. CITY WILL ALSO REMOVE BARRIERS AFTER THE SHOW. CITY WILL ALSO PROVIDE TRASH BARRELS ALONG THE PATH OF THE SHOW.

If special services are needed, an indemnification agreement is required. The special event holder shall agree to defend, indemnify, and hold the City, its officials, employees, and agents harmless from any claims that arise in whole or in part out of the Special Event, except any claims arising solely out of the negligent acts or omissions of the City, its officials, employees, and agents. **Please complete the release and indemnification agreement and attach to this application. A Special Service deposit amount will be estimated by City staff.**

4. SITE PLAN

Attach sketch(es) or site plan(s) showing the location of the following as applicable:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Route (beginning/end, direction of travel, traffic control points) | Portable toilet facilities |
| <input checked="" type="checkbox"/> Ticketing/registration/entry location(s) | Fencing locations |
| <input checked="" type="checkbox"/> Entertainment or stage locations(s) | Parking areas for participants/spectators |
| List of event activities and locations | Sign locations |
| | Speaker (sound amplification) locations |

- Food concession area (cooking, serving, consumption, cleaning)
- Alcoholic beverage concession area
- Other concession areas
- Size and location of any tents or structures
- Trash/recycling receptacle area
- First aid facilities
- ADA accessibility considerations
- Evacuation routes
- Other important aspects of your event

5. ENTERTAINMENT

Describe entertainment plans. If there will be music, sound amplification, or any other noise impact, please describe including the intended hours.

THIS IS A CAR SHOW WHERE CARS AND MOTORCYCLES WILL PARK DIAGONALLY ON BOTH SIDES OF CENTRAL AVENUE. THERE IS NO ADMISSION CHARGE. WE WILL HAVE VALVE COVER RACING WITH A TRACK SET UP IN FRONT OF CITY HALL. NO MUSIC OR SOUND AMPLIFICATION. WE COLLECT NON-PERISHABLE FOODS AND TOILETRIES FOR CROSS SERVICES. THE GIRL SCOUTS SELL TICKETS TO GUESTS FOR PEDDLER'S CHOICE AWARDS. PROFITS GO TO THE GIRL SCOUTS.

6. ACTIVITIES

List all activities to take place at the special event. Be sure to indicate locations on your site plan(s).

SEE ABOVE. A SITE MAP IS INCLUDED.

7. SANITATION/POTABLE WATER

Describe the toilet and hand washing facilities present on site (type, number and location) as well as temporary/portable facilities to be provided. Describe the source of potable (drinking) water.

NA

8. PARKING AND TRAFFIC CONTROL

Describe the location and number of parking spaces available. Describe arrangements that have been made for traffic control. Be sure to indicate locations on your site plan(s).

THE CITY ALLOWS US EXCLUSIVE USE OF CENTRAL AVENUE FROM 1ST ST. NE TO

6th ST. NE.

9. EMERGENCY/MEDICAL SERVICES

Describe measures that will be taken to ensure emergency vehicle access (police, fire, ambulance) to the event area.

THE BARRIERS BLOCKING OFF THE EXHIBIT AREA ARE EASILY REMOVED IF NEEDED.

10. SECURITY/CROWD MANAGEMENT

Describe your proposed procedures and staffing for the event operations, crowd control, inclement weather and emergency evacuation plans.

WE WILL HAVE CLUB MEMBERS IN REFLECTIVE VESTS TO HELP WITH THE PARKING OF VEHICLES ON CENTRAL AVENUE. THE POLICE WILL POST "NO PARKING" SIGNS BEFORE THE SHOW. IF IT RAINS (OR SNOWS), WE WILL CLOSE THE SHOW.

11. TRASH/RECYCLING, EVENT CLEAN UP

Describe how many, location, and what type of trash/recycling containers to be provided. What provisions have been made for clean-up of the site and surrounding area after the event?

CLUBS WILL BE RESPONSIBLE FOR CLEANING UP THEIR AREAS. WE ALSO HAVE A CLEAN-UP CREW TO ENSURE ALL TRASH IS PICKED UP.

Name of trash/recycling hauler _____

Will you make use of Hennepin County's Free Portable Recycling Unit Loan Program? Yes No

12. LIGHTING

Describe any temporary or permanent lighting that will be added for the event, which may need to be inspected by Tokle Electrical Inspection, with an electrical permit issued by the City of Osseo. It is the applicant's responsibility to arrange for an inspection, if required.

NA

13. TEMPORARY STRUCTURES OR CONSTRUCTION

Describe any tents, enclosures, stages, platforms, scaffolding, riser, bleachers, fences, and any other type of temporary structure or construction for the event. The property owner will be responsible and must obtain any building or electrical permits that may be required for such construction.

THERE WILL BE A ~~TENT~~ TENT AND TWO TABLES AT THE CORNER OF CENTRAL AND 5TH ST NE FOR CAR REGISTRATION. ALL CARS WILL ENTER FROM THIS POINT. WE WILL ALSO POSITION A VALVE COVER RACE TRACK IN FRONT OF CITY HALL. WE WILL REMOVE TRACK.

14. ADVERTISING AND PROMOTION

Describe how this event will be advertised and promoted. Describe any signs (size, type, location). All signs must comply with City Code (Section 153.090 - 153.099) including a permit, if required. Please provide any ad and flyer copies.

POSTERS WILL BE DISTRIBUTED TO ALL BUSINESSES ON CENTRAL AVENUE. AN ARTICLE ABOUT THE SHOW HAS ALREADY APPEARED ON THE "OSSEO OUTLOOK". WE ALSO HOPE THE CITY WILL ADVERTISE THE SHOW ON THEIR GATEWAY ELECTRIC SIGN.

15. NOISE

Describe expected type, duration, and timing of any noise sources. Describe measures to be taken to ensure compliance with the city nuisance ordinances regarding noise (Chapter 93).

SOME POSSIBLE LOUD ENGINE NOISE MAY BE HEARD.

16. FIREWORKS OR PYROTECHNICS

Will any fireworks or pyrotechnics be used at the event? Yes No

If yes, describe in detail. Fire Department approval will be required and a permit/license is required 15 days prior to the event, per City Code (Section 114.04).

Please attach a copy of the permit/license. In addition, as a condition of granting of a permit for fireworks or pyrotechnics, the company hired to perform the pyrotechnics shall provide the City a public liability insurance policy naming the City as an additional insured entity with limits of not less than one million dollars per occurrence. Please attach the certificate of insurance to this application.

17. FOOD AND BEVERAGES

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be consumed outside the licensed establishment? Yes No

Will alcoholic beverage be consumed upon public lands, streets, or parks? Yes No

If yes, describe the type of beverages, alcohol allowed area, security measures to be taken, and the status of the liquor license. Council approval will be required (Chapter 113). As a condition of allowing the consumption of alcohol outside of the building, the liquor license holder shall provide the City a liquor liability insurance policy naming the City as an additional insured entity with limits of not less than one million dollars per occurrence to include the alcohol allowed area. Please attach the certificate of insurance to this application.

Will food and/or non-alcoholic beverages be served? Yes No

If yes, describe what will be served and any plans for cooking food in the event area, including fuel source to be used. Generators or other portable power supply units may need to be inspected by Togle Electrical Inspection, and an electrical permit must be issued by the City of Osseo. It is the applicant's responsibility to arrange for an inspection, if required.

Has a license been obtained from the Hennepin County Department of Health and Environment? (Please attach) Yes No NA

18. OTHER CONCESSIONS

Describe what vendors or concessionaires you will allow at the event, and how you intend to regulate and monitor their activities.

ONLY AUTO RELATED CONCESSIONS MANAGED BY VENDORS AND VOLUNTEERS.

19. GAMBLING

Will there be any gambling (raffles, pull-tabs, bingo, etc.) at the event? Yes No

If yes, a lawful gambling permit will be required as provided by state law. Describe the gambling activity and the status of gambling permit.

20. WORKERS COMPENSATION COMPLIANCE

In accordance with Minnesota Statutes all applicants for license and permits to operate a business in Minnesota must submit acceptable evidence of compliance with Workers' Compensation Insurance requirements. Please complete the certificate of compliance and attach to this application. NA

21. INSURANCE

As a condition of the granting of a permit for special event conducted on public property or public streets or public parking lots, the permit holder shall provide the City a public liability insurance policy naming the City as an additional insured entity with limits of not less than one million dollars per occurrence. If alcoholic beverages are to be sold or distributed the policy must also include an endorsement for liquor liability.

A certificate of insurance naming the City as additional insured entity with limits of not less than one million dollars per occurrence is required from any company conducting the fireworks or pyrotechnics. Please attach the certificate(s) of insurance to this application.

22. THE MINNESOTA DATA PRACTICES ACT

The Minnesota Data Practices Act requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not to the public. We are requesting this data to determine your eligibility for a permit from the City of Osseo. Providing the data may disclose information that could cause your application to be denied. You are not legally required to provide the data; however, refusing to supply the data may cause your permit to not be processed. Your residence address and telephone number will be considered public data unless you request this information to be private and provide an alternative address and telephone number. Please sign below to indicate that you have read this notice:

Dick Luginza 04/11/24
Signature Date

I request that my residence address and telephone number be considered private data. My alternative address and telephone number are as follows:

Address Telephone

23. ACKNOWLEDGEMENT/SIGNATURE

The signature of the legal owner of the event location or the owner's official representative is required and authorizes the designee of the City of Osseo and other entities/agencies to enter the property to perform inspections to establish and ensure compliance will all permit conditions. Entry may be without prior notice.

[Signature] _____ DICK LETCHINGER _____ 04/11/24
 Property Owner Signature Printed Name Date

I hereby acknowledge that I have read this application and that all information is true and correct to the best of my knowledge. I hereby agree that the special event will be conducted in accordance with the Osseo City Code and the laws of Hennepin County and the State of Minnesota. I further understand that failure to comply with the conditions of my Special Event Permit, including the payment of required fees, deposits, and reimbursements, or conducting the event in a way that creates a threat to the health, safety, or welfare of any individual or the general public may result in the immediate cancellation of the Special Event Permit and other penalties.

[Signature] _____ DICK LETCHINGER _____ 04/11/24
 Applicant Signature Printed Name Date

Checklist/attachments

- Application form, signed
- Sketch/site plan attached
- Workers Comp Certificate attached
- Certificate(s) of Insurance
 - Public land
 - Liquor
 - Fireworks
- Release and Indemnification Agreement
- Estimated Deposit \$ _____ (see next page)

Other Permits/Licenses/Application, as applicable

- Building Permit
- Electrical Permit
- Sign Permit
- Liquor License
- Lawful Gambling Permit
- Hennepin County Dept. of Health (food)
- Community Center Application
- Band Shell Application
- Sipe Park Application

ADDITIONALLY, I AM REQUESTING:

1. ASSOCIATED ROAD CLOSURES FOR THE EVENT
2. WAIVER OF GATEWAY SIGN FEES
3. WAIVER OF COMMUNITY CENTER FEES.

THIS WILL BE THE 12th YEAR THE CITY OF OSSEO HAS GRACIOUSLY HOSTED THE INTERMARQUE SPRING KICK-OFF CAR SHOW.

City of Osseo use only:

This application/request received: Date 4/12 By RB

This application approved/rejected by: Date 4/12 By RB

Permit fees for event received on: Date waived Amount \$50 Receipt# _____

Special Services deposit received on: Date waived Amount _____ Receipt# _____

Remaining deposit (if any) returned to applicant on: Date waived Amount _____ Receipt# _____

Administrative Comments & Fees — reviewed by RB Date 4/17
No comments

Police Department Comments & Fees — reviewed by TK Date 4/17

NO COMMENTS

Fire Department Comments & Fees — reviewed by MC Date 4-17
no comments

Public Works Comments & Fees — reviewed by NW Date Apr 17
no comments

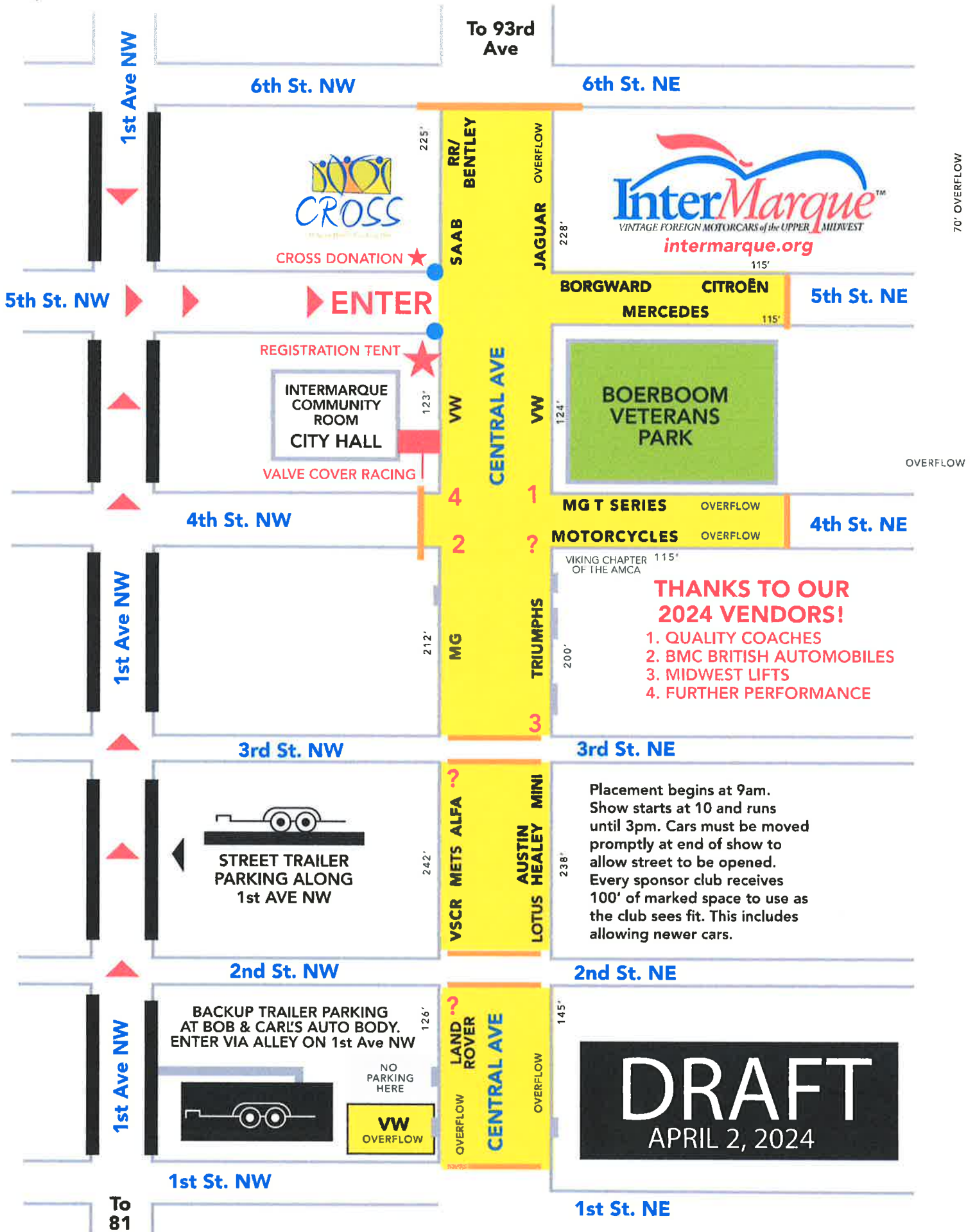
City of Osseo use only:

City Council action required Yes No Date April 22

Special Event Permit Fees			
Permit Application Fee		\$50	non-refundable
Special Services (hourly rates for staff time)			deposit refundable, if not used
Staff Time	Staff Type		
City Staff – Professional	Pro	\$75/hour	
City Staff -- Administrative Support	Admin	\$50/hour	
City Staff -- Public Works Director	PWD	\$75/hour	
City Staff -- Public Works Maintenance	PWM	\$50/hour	
Police Services	PS	per contract	per current Police services contract

Special Service Deposit Calculations

Task	# of Staff	Staff Type	Hours (Round to 0.25)	Rate	Total



To 93rd Ave

6th St. NW

6th St. NE

1st Ave NW



CROSS DONATION ★

RR/BENTLEY
SAAB

JAGUAR OVERFLOW



70' OVERFLOW

5th St. NW

ENTER

BORGWARD CITROËN
MERCEDES

5th St. NE

REGISTRATION TENT ★

INTERMARQUE
COMMUNITY
ROOM
CITY HALL

VALVE COVER RACING

VW

CENTRAL AVE

VW



OVERFLOW

4th St. NW

4

1

MG T SERIES OVERFLOW

4th St. NE

2

?

MOTORCYCLES OVERFLOW

1st Ave NW

212'

MG

TRIUMPHS

VIKING CHAPTER OF THE AMCA 115'

THANKS TO OUR 2024 VENDORS!

1. QUALITY COACHES
2. BMC BRITISH AUTOMOBILES
3. MIDWEST LIFTS
4. FURTHER PERFORMANCE

200'

3rd St. NW

3rd St. NE



STREET TRAILER
PARKING ALONG
1st AVE NW

242'

VSCR METS ALFA

AUSTIN HEALEY MINI

238'

Placement begins at 9am.
Show starts at 10 and runs
until 3pm. Cars must be moved
promptly at end of show to
allow street to be opened.
Every sponsor club receives
100' of marked space to use as
the club sees fit. This includes
allowing newer cars.

2nd St. NW

2nd St. NE

BACKUP TRAILER PARKING
AT BOB & CARL'S AUTO BODY.
ENTER VIA ALLEY ON 1st Ave NW

126'

LAND ROVER
CENTRAL AVE

OVERFLOW

145'

NO PARKING
HERE



VW
OVERFLOW

DRAFT
APRIL 2, 2024

1st St. NW

1st St. NE

To 81

InterMarque™

SPRING KICK-OFF

FEATURED CLUB
TWIN CITIES VOLKSWAGEN CLUB



1971 WESTFALIA CAMPER
OWNED BY KARLA SCHREFFLER & MIKE DAVIS

1964 TYPE 3 GHIA
OWNED BY JERRY COFFIN



MAY 18
OSSEO, MN
10AM-3PM
RAIN or SHINE
PLACEMENT
BEGINS AT 9AM.

31ST ANNUAL VINTAGE FOREIGN CAR SHOW

OPEN TO ALL 2004 OR OLDER IMPORTS.

COMMUNITY PARTNERS

THE CITY OF OSSEO
CROSS FOOD SHELF
FOOD DONATIONS
GIRL SCOUTS TRAVELING EUROPE (GSTE) PEOPLE'S CHOICE VOTE MANAGEMENT

Thank You!

Scan to learn more about the show and valve cover racing!



ACTIVITIES

VALVE COVER RACING

CRAFT SHOW

IN BOERBOOM VETERANS PARK

THANKS TO OUR 2024 VINTAGE FOREIGN CLUB SPONSORS

MN Land Rovers Club • MN Rolls-Royce & Bentley Enthusiasts Club • MN Austin-Healey Club • Twin Cities VW Club
Alfa Romeo Owners Club, Stella del Nord Chapter • Mercedes-Benz Club of America: Twin Cities Section
MN MG T Register • Viking Chapter of the Antique Motorcycle Club of America • Lotus Owners Offtha North (LOON)
MN SAAB Club • MN MG Group • Citroën Club of MN • MN United Minis (MUM) • Jaguar Club of MN
North Coast Borgward Club • Metropolitans from MN • Vintage Sports Car Racing (VSCR) • MN Triumphs

This is a FREE* event open to 2004 OR OLDER, FOREIGN motorcars, motorcycles, scooters, and racers. FIRST COME FIRST PARKED. Placement starts at 9 am. Parking staff will be on hand to direct arrivals.

Groups wishing to park together MUST ARRIVE EN-MASSE. *Donations to CROSS FOOD SHELF in the form of cash/check, hygienic items, or non-perishable food will be collected as you enter the show.

Visit InterMarque.org or our FB group to sign up to volunteer, for maps, and for up-to-the-minute updates.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagerty Insurance Agency, LLC 141 River's Edge Drive Traverse City MI 49684-3265	CONTACT NAME: PHONE (A/C, No, Ext): (800) 922-4050 FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Markel Insurance Company 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Intermarque 24853 Quinlan Avenue N Scandia MN 55073		

COVERAGES AX CERTIFICATE NUMBER: Cort ID 20662 (1) REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC OTHER:		CVG2121-07	05/14/2024	05/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEQ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Include as additional insured: Certificate Holder but only with respects to the named insured's actions and / or negligence with regards to the Intermarque Car Show to be held at 415 Central Ave Osseo, MN 55369 on May 18, 2024.

CERTIFICATE HOLDER City of Osseo 415 Central Ave Osseo MN 55369	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Resolution No. 2024-XX

RESOLUTION ACCEPTING DONATION TO CITY OF OSSEO

WHEREAS, the Osseo City Council is generally authorized to accept contributions of real and personal property pursuant to Minnesota Statutes Section 465.03; and

WHEREAS, the Council agrees that said donation would be of benefit to the citizens of Osseo; and

WHEREAS, the following has proposed this contribution to the City of Osseo and the donation be used for the specific purpose as indicated below:

<u>Donor</u>	<u>Amount/Item</u>	<u>Designated Fund</u>
Osseo Lions Club	\$1,500	Night to Unite
American Legion Post 172	\$2,000	Night to Unite
Kenny Nelson	Two new Minnesota State flags	Parks



Agenda Item: 2024 Street Reconstruction and Rehabilitation Project

Meeting Date: April 22, 2024

Prepared By: Alyson Fauske, PE (MN), City Engineer

Attachments: Resolutions, map and letter of recommendation

Policy Consideration:

Request to approve the following:

1. Resolution declaring costs to be assessed and ordering preparation of assessments.
2. Resolution scheduling the assessment hearing.

Background:

The 2024 Street Project consists of reconstructing North Oaks Drive and 1½ Street NE (Central Avenue to 1st Avenue NE), reclamation of 3rd Street NE, 8th Avenue NE, 9th Avenue NE, 1st Street NE, and Broadway Avenue (“8th/9th Ave Area”), and the mill and overlay of the CR 81 Frontage Road. Utility work includes extension of storm sewer and replacement of hydrants. All of the curb and gutter will be replaced in the reconstruction areas. Spot curb and gutter replacement in the 8th/9th Ave Area will consist of removal and replacement of full panels that are severely damaged, have heaved, or have settled. There are several panels throughout the 8th/9th Ave Area that are flat and therefore hold water for a period of time following rain events. In order to fix this issue, the street grade would need to be adjusted; therefore, these panels will not be replaced with this project.

Bid Opening:

Bids were received on April 16, 2024 for the 2024 Street Reconstruction and Rehabilitation Project. Six bids were received in response to the call for bids. They are summarized as follows:

Bidder	Base Bid	Bid Alternate (hydrant replacement)	Total
Park Construction Company	\$948,388.90	\$94,695.89	\$1,043,084.79
GMH Asphalt Corporation	\$968,448.51	\$113,422.90	\$1,081,871.41
Northwest Asphalt, Inc.	\$985,086.40	\$114,995.44	\$1,100,081.84
New Look Contracting, Inc.	\$1,003,907.75	\$130,427.00	\$1,134,334.75
Bituminous Roadways, Inc.	\$1,047,569.15	\$175,826.50	\$1,223,395.65
S.M.Hentges & Sons, Inc.	\$1,059,516.85	\$113,801.00	\$1,173,317.85
<i>Engineer’s Opinion of Probable Cost</i>	<i>\$1,066,044.00</i>	<i>\$116,584.00</i>	<i>\$1,182,628.00</i>

The apparent low bidder, Park Construction Company has satisfactorily completed several similar projects in the metro area.

Funding/Financing:

The total project cost is estimated at \$1,468,663.37 and includes all proposed street and utility improvements as well as all engineering and administrative costs. Financing the 2024 Street Project will be based on the City’s special assessment policy and past practice which calls for 50% of the proposed reconstruction and reclamation improvements to be specially assessed including administrative costs. The remaining will be financed by the City through street and enterprise funds. A summary of the as bid costs and funding sources is shown below.

	As Bid Cost	Estimated Cost	Funding Source
Surface improvements, 8 th /9 th Ave Area	\$650,457.00	\$ 663,373.57	50% Assessed, 50% Street Fund
Surface improvements, North Oaks	\$302,746.37	\$ 388,893.82	
Surface improvements, 1½ Street NE	\$48,736.24	\$ 44,582.21	
Surface improvements, CR 81 frontage road	\$164,882.23	\$ 215,996.35	Street Fund
Drainage improvements	\$127,879.07	\$ 152,521.60	Storm Fund
Sanitary sewer improvements	\$25,152.51	\$ 24,780.80	Sewer Fund
Watermain improvements	\$15,478.14	\$ 10,841.60	Water Fund
Hydrant improvements	\$133,331.81	\$ 164,150.27	Water Fund
Total	\$1,468,663.37	\$1,665,140.22	

A final assessment roll will be prepared based on the results of the low bid. Individual assessment notices will be mailed to each property owner.

Schedule:

If the City Council approves the attached resolutions, the next step for this project is to hold the assessment hearing and award the contract. Key dates include:

Assessment Hearing and Award Contract.....May 28, 2024
 Construction.....June, 2024 – September 30, 2024

Previous Action or Discussion:

On January 8, 2024, the City Council adopted a resolution approving plans and specifications, and authorized the advertisement for bids. On February 12, 2024 the City Council voted to rescind approval of the plans and specifications based on the scope of work in the 8th/9th Ave Area. On April 1, 2024 the City Council adopted a resolution approving revised plans and specifications.

Budget or Other Considerations:

Project will be funded in accordance with the City's special assessment policies for street reconstruction and reclamation.

Options:

The City Council may choose to:

1. Adopt both of the attached resolutions for the 2024 Street Reconstruction and Rehabilitation Project;
2. Adopt both of the attached resolutions for the 2024 Street Reconstruction and Rehabilitation Project with noted changes or as amended;
3. Deny the project;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose Option (1): Adopt resolutions declaring costs to be assessed and ordering preparation of assessments and scheduling the assessment hearing for the 2024 Street Reconstruction and Rehabilitation Project.

Next Step:

Hold the assessment hearing and award the contract.



K:\020591-000\01\Exhibits\020591-000 Project Location Map Exhibit.dwg 5/12/2023 11:34:19 AM



WSB PROJECT NO.:
020591-000

2024 STREET RECONSTRUCTION
& REHABILITATION PROJECT
FIGURE 1 - PROJECT LOCATION MAP
CITY OF OSSEO, MN





April 17, 2024

Honorable Mayor and City Council
City of Osseo
415 Central Avenue
Osseo, MN 55369

Re: 2024 Street Reconstruction & Rehabilitation Project
City of Osseo, MN
WSB Project No. 020591-000

Dear Mayor and Council Members:

Bids were received online for the above-referenced project on Tuesday, April 16, 2024, and were viewed and read aloud. Six bids were received. It should be noted that the project was bid based on the following schedules:

- Base Bid (Schedules A-H)
- Bid Alternate 1 – Hydrant Improvements (Schedule I)

Please find enclosed the Bid Tabulation Summary indicating Park Construction Company, Minneapolis, Minnesota, as the low bidder with a Base Bid of \$948,388.90 and a Bid Alternate 1 of \$94,695.89, for a grand total bid amount of \$1,043,084.79. The Engineer's Estimate for the project was a Base Bid of \$1,066,044.00 and a Bid Alternate 1 of \$116,584.00, for a grand total bid amount of \$1,182,628.00.

We recommend that the City Council consider these bids and award a contract for the grand total bid amount of \$1,043,084.79 to Park Construction Company, based on the results of the bids received.

If you have any questions, please contact me at 612.263.1736. Thank you.

Sincerely,

WSB

Alysca Fauske, PE
City Engineer

Enclosure

srb

BID TABULATION SUMMARY

PROJECT:

2024 Street Reconstruction & Rehabilitation Project

OWNER:

City of Osseo, MN

WSB PROJECT NO.:

020591-000

BIDS RECEIVED ONLINE: Tuesday, April 16, 2024, at 10:00 a.m. Local Time

Contractor	Bid Bond (5%)	Add. #s 1-6 Rec'd.	Total Base Bid (Schedules A-H)	Total Bid Alternate 1 (Schedule I)	Grand Total Bid
1 Park Construction Company	X	X	\$948,388.90	\$94,695.89	\$1,043,084.79
2 GMH Asphalt Corporation	X	X	\$968,448.51	\$113,422.90	\$1,081,871.41
3 Northwest Asphalt, Inc.	X	X	\$985,086.40	\$114,995.44	\$1,100,081.84
4 New Look Contracting, Inc.	X	X	\$1,003,907.75	\$130,427.00	\$1,134,334.75
5 Bituminous Roadways, Inc.	X	X	\$1,047,569.15	\$175,826.50	\$1,223,395.65
6 S.M. Hentges & Sons, Inc.	X	X	\$1,059,516.85	\$113,801.00	\$1,173,317.85
Engineer's Opinion of Probable Cost			\$1,066,044.00	\$116,584.00	\$1,182,628.00

I hereby certify that this is a true and correct tabulation of the bids as received on April 16, 2024.



Alyson Fauske, PE, City Engineer

Resolution No. 2024-XX

**RESOLUTION DECLARING COST TO BE ASSESSED, AND
ORDERING PREPARATION OF PROPOSED ASSESSMENTS FOR THE
2024 STREET RECONSTRUCTION AND REHABILITATION PROJECT**

WHEREAS, pursuant to Minnesota Statutes § 429.061 the costs and expense incurred and to be incurred in making the improvements of the 2024 Street Reconstruction and Rehabilitation Project, have been calculated and so determined; and

WHEREAS, Minnesota Statutes § 429.061, Subd. 1, provides that “[a]t any time after the expense incurred or to be incurred in making an improvement shall be calculated under the direction of the Council, the Council shall determine by resolution the amount of the total expense a municipality will pay, other than the amount, if any, which it will pay as a property owner and the amount to be specially assessed.”; and

WHEREAS, a contract for the street and utility improvements in the 2024 Street Reconstruction and Rehabilitation Project is anticipated to be let on May 28, 2024; the bid price for such improvements is \$1,043,084.79 and the expenses incurred or to be incurred in the making of such improvement are estimated to amount to \$321,270.12 so that the total cost of the improvement will be \$1,468,663.37 including construction contingencies.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Osseo, Minnesota that:

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$967,693.56 and the portion of the cost to be assessed against the benefited property owners is declared to be \$500,969.81.
2. Assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2025, and shall bear interest at the rate of 2 percent above the true interest cost (TIC) per annum from the date of the adoption of the assessment resolution.
3. The city clerk, with the assistance of the city engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in her office for public inspection.

4. The clerk shall upon the completion of such proposed assessments, notify the council thereof.

Resolution No. 2024-XX

**RESOLUTION FOR HEARING ON PROPOSED ASSESSMENTS
FOR THE 2024 STREET RECONSTRUCTION AND REHABILITATION PROJECT**

WHEREAS, by a resolution passed by the council on April 22, 2024, the city clerk was directed to prepare a proposed assessment of the cost of street improvements for the 2024 Street Reconstruction and Rehabilitation Project.

WHEREAS, upon completion, the assessment roll will be filed in the city clerk's office for public inspection.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Osseo, Hennepin County, Minnesota that:

1. A hearing shall be held at 7:00 pm on May 28, 2024, in the Osseo City Hall to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. The city clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing. Such notice shall state the date, time, and place of the hearing, the general nature of the improvements, the area proposed to be assessed, the total amount of the proposed assessment, that the proposed assessment roll is on the file with the clerk, and that written or oral objections thereto by any property owner will be considered, and other required information pursuant to Minn. Stat § 429.061.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Osseo, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the County of Hennepin, the entire amount of the assessment remaining unpaid with interest accrued to December 31st of the year in which such payment is made. Such payment must be

made before November 15th or interest will be charged through December 31st of the succeeding year.



City of Osseo City Council Meeting Item

Agenda Item: Approve Purchase of Fire Department Pumper Truck

Meeting Date: April 22, 2024
Prepared by: Mike Cogswell, Interim Fire Chief

Attachments: Truck Purchase Proposal
Truck Spec Sheet

Policy Consideration:

Consider approval of the purchase of a new fire pumper truck for the Osseo Fire Department.

Background:

The replacement of Tanker 11 is due (which is up for 20-year replacement). The Fire Department created an internal truck committee to determine the exact needs for a new pumper truck and worked with the vendor to develop a proposal for a new pumper truck. The pumper truck will supply water to a fire scene from a nearby fire hydrant.

Upon ordering the truck, it will take approximately two to three years for the vehicle to be built, customized, and shipped to the City of Osseo to be put into service.

Previous Action or Discussion:

The pumper truck was reviewed by the Public Safety Advisory Committee on April 16, with full recommendation to bring to the City Council for consideration.

Budget or Other Considerations:

The Osseo Fire Relief Association has been donating funds over the past several years for the eventual purchase of this vehicle. It is anticipated that by the time the truck is delivered and put into service, the Fire Relief Association will have donated all the funds needed for its purchase. The total cost is expected to be \$600,130.00 and is funded out of the City Equipment CIP fund.

City Goals Met By This Action:

Continue to give staff the necessary tools to do their jobs effectively and efficiently
Promote a healthy and high quality standard of living

Options:

The City Council may choose to:

1. Approve the purchase of a new Pumper Truck for the Osseo Fire Department;
1. Approve the purchase of a new Pumper Truck for the Osseo Fire Department, with noted changes/as amended;
2. Deny the purchase of the Pumper Truck;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the purchase of a new Pumper Truck for the Osseo Fire Department.

Next Step:

If approved, the Interim Fire Chief and the City Administrator will complete the purchase agreement for the new pumper truck and place it on order.



April 8, 2024

Acting Fire Chief Mike Cogswell
City of Osseo
415 Central Ave
Osseo, MN 55369

Subject: **Proposal for one (1) Pierce Freightliner Responder Pumper
Proposal / Bid 998**

Dear Acting Fire Chief Cogswell,

With regard to the above subject, please find attached our completed proposal.

Pricing Summary:

Sale Price – **\$600,130.00***
***Sourcewell Consortium Pricing, Member ID 166506.**

Due to the volatility within the commercial chassis supply chain, commercial chassis suppliers are not able to meet their commitments for shipping chassis to our factories, nor are they honoring their quoted prices. Please be aware that the commercial chassis quoted price is subject to change by the commercial chassis supplier at any time, without notice. Any increases in price will be passed directly to the end customer.

100% Performance Bond:

Should the City of Osseo elect to have us provide a Performance Bond, \$1,540.00 will need to be added to the above sale price.

Terms and Conditions:

- Taxes – Not Applicable
- Freight – F.O.B. – Bradenton, FL / Shipping to Osseo, MN
- Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Bradenton, FL).
- Delivery – 34.5 – 37.5 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*



MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid **until April 30, 2024**. After May 1, 2024, Sale Price will increase to approximately \$608,000.00.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 952-239-6454 or patrick.sandon@macqueengroup.com.

We wish to thank the City of Osseo for the opportunity to submit our proposal.

Respectfully,

Patrick Sandon

Patrick Sandon
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Osseo, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. "Product" means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. "Specifications" means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "MacQueen Proposal" means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "Delivery" means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$600,130.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

- a) Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.
- b) ***Due to the volatility within the commercial chassis supply chain, commercial chassis suppliers are not able to meet their commitments for shipping chassis to our factories, nor are they honoring their quoted prices. Please be aware the commercial chassis quoted price is subject to change by the commercial chassis supplier at any time, without notice. Any increases in price will be passed directly to the end customer.***

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance**a. Delivery**

Delivery of the Product is approximately **34.5-37.5 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Osseo
Acting Fire Chief Mike Cogswell
415 Central Ave
Osseo, MN 55369

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000
Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000
Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.



18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen’s authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen’s authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer’s price increases or Producer’s Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a “separate” Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen’s authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

CITY OF OSSEO

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Osseo Date April 8, 2024

Quantity	Chassis Type	Body Type	Contract Price per Unit
1	Freightliner	Responder Pumper	\$600,130.00*

**Sourcewell Consortium Pricing, Member ID 166506.*

PERFORMANCE BOND OPTION:

If a Performance Bond is required add \$1,540.00 to the contract price. Initial here to accept:

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Bradenton, FL).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF April 8, 2024 BETWEEN MACQUEEN AND City of Osseo (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? Yes No

If yes, please provide lienholder Name & Address. _____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 998 Dated 4/4/2024 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.



Kennedy & Graven
 Fifth Street Towers
 150 South Fifth Street, Suite 700
 Minneapolis, MN 55402

(612) 337-9255 direct
 jsathe@kennedy-graven.com

MEMORANDUM

TO: Mayor and City Councilmembers
 Riley Grams, City Administrator

FROM: Joseph L. Sathe, Assistant City Attorney

DATE: April 17, 2024

RE: Lawful Gambling Ordinance

City staff developed the draft ordinance regulating lawful gambling based on the League of Minnesota Cities' model with changes made based on initial direction from Council. Staff anticipate collecting feedback at tonight's meeting and presenting a revised ordinance on May 13.

Below is a list of questions related to commonly considered local regulations that the city could choose to adopt. In the ordinance, I also left in comments identifying the provisions relevant to the questions. The items addressed by the questions and comments are not exclusive and other text in the ordinance can be amended as well. I have included a table showing how Brooklyn Park and Maple Grove address the same questions.

For reference, the Minnesota Department of Public Safety ("DPS") issues licenses for lawful gambling activities, including activities such as bingo, pull-tabs, raffles, paddlewheels, and tipboards. However, City approval is required prior to the license being issued by DPS and part of the approval is confirmation that the licensee meets the additional requirements of the city code.

- 1) Does the city council wish to require a "local permit" for exempt gambling?***
See draft code section 119.09

A DPS license is not required for some lawful gambling activities when certain conditions regarding frequency, total prize amounts, or the organization conducting the activity are met. However, cities can choose to require a local permit for these activities. The following list includes the activities for which the city could require a permit and payment of a \$100 fee:

- 1) Bingo (except linked bingo games), raffles, paddlewheels, tipboards, and pull-tab operations when occurring five or fewer days per year and the total prizes are less than \$50,000 per year.

- 2) Bingo at a civic celebration for no more than 12 consecutive days up to four times per year.
- 3) Bingo conducted by an organization for four or fewer days in a calendar year.
- 4) Raffles where the prizes awarded are valued at less than \$1,500 in a calendar year or \$5,000 if the organization is a 501(c)(3).

The City is not authorized to require a permit bingo conducted at a senior citizens housing project, or by a senior citizens organization if certain conditions regarding prizes are met and if only individuals associated with senior organization participate.

2) *Does the City want to establish a trade area?*

See draft code section 119.14

The City can choose to require that up to 100% of an organizations lawful purpose expenditures be conducted or located within a “trade area”. If the City does implement a trade area restriction, the “trade area” must include Osseo and each city that borders Osseo (Maple Grove and Brooklyn Park), at minimum but can be larger. It cannot only include Osseo.

3) *Since the City has indicated it wishes to have a City-administered fund, what should the contribution amount be?*

See draft code section 119.13

The City can require *up to* 10% of net profits derived from lawful gambling be deposited into a fund controlled by the City.

4) *Investigation Fee v. Gambling Tax – The City Can Only Choose One*

See draft code section 119.08 (D)

The City can charge an investigate fee of up to \$100 per application or can choose to implement a tax to cover city-licensing expenses, up to 3% of gross receipts, but not both. The current draft includes an investigative fee, not a tax.

5) *Limit Number of Organizations Per Premises?*

See draft code section 119.08 (H)(6)

The City can limit the number of organizations operating at a single location.

6) *Limit Number of Premises Per Organization?*

See draft code section 119.08(H)(5)

The City can also choose to limit the number of places within the city that a single organization can conduct lawful gambling.

7) *Limit the total number of licenses?*

See draft code section 119.08 (4)

The City can choose to limit the total number of licenses issued within the City.

Table Showing Lawful Gambling Regulations of Cities Contiguous to Osseo								
	<i>Trade Area?</i>	<i>Local Permit ?</i>	<i>10% City Fund?</i>	<i>Investigative Fee?</i>	<i>Local Gambling Tax?</i>	<i>Orgs. Per Premise?</i>	<i>Premises per Org.?</i>	<i>Limit of Total Number?</i>
Maple Grove Ch. 10, Art. VI	75% Includes contiguous cities	No	Yes Collects full 10%	No	.5% Equaling \$27,486 in 2022.	1	Yes*	No
Brooklyn Park City Code, section 113.60-64	75% Includes contiguous cities and Minneapolis	No	No	\$250 Max fee for city of the second class	No	None	3	No

* Maple Grove limits the number of locations per organization based on a review of factors at the time of the application such as current number of licenses in the city, other applicants for the same location, etc.

The City Council should discuss and consider the above questions, provide feedback and direction to City Staff who will update the ordinance and present the second reading at the May 13, 2024 Council meeting for adoption.

Options:

The City Council may choose to:

1. Approve the first reading of the attached City Administered Fund ordinance;
2. Approve the first reading of the attached City Administered Fund ordinance, with noted changes/as amended;
3. Deny approval of the first reading of the City Administered Fund ordinance;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 2) Approve the first reading of the attached City Administered Fund ordinance, with noted changes/as amended.

ORDINANCE NO. 2024- ____

**AN ORDINANCE ADDING A NEW CHAPTER TO THE CITY CODE RELATED TO
LAWFUL GAMBLING**

THE CITY COUNCIL OF THE CITY OF OSSEO HEREBY ORDAINS:

Section 1. Title XI: Business Regulations of the Osseo City Code is amended by adding a new Chapter 119: Lawful Gambling, as follows:

§ 119.01 ADOPTION OF STATE LAW BY REFERENCE

The provisions of Minn. Stat. Ch. 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this ordinance as if set out in full. It is the intention of the Council that all future amendments of Minn. Stat. Ch. 349, are hereby adopted by reference or referenced as if they had been in existence at the time this ordinance was adopted.

§ 119.02 CITY MAY BE MORE RESTRICTIVE THAN STATE LAW

The Council is authorized by the provisions of Minn. Stat. 349.213, as it may be amended from time to time, to impose, and has imposed in this ordinance, additional restrictions on gambling within its limits beyond those contained in Minn. Stat. Ch. 349, as it may be amended from time to time.

§ 119.03 PURPOSE

The purpose of this ordinance is to regulate lawful gambling within the City of Osseo, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

§ 119.04 DEFINITIONS

In addition to the definitions contained in Minn. Stat. § 349.12, as it may be amended from time to time, the following terms are defined for purposes of this ordinance:

BOARD, as used in this ordinance, means the State of Minnesota Gambling Control Board.

CITY, as used in this ordinance, means the City of Osseo.

COUNCIL, as used in this ordinance, means the City Council of the City of Osseo.

LICENSED ORGANIZATION, as used in this ordinance, means an organization licensed by the Board.

LOCAL PERMIT, as used in this ordinance, means a permit issued by the city.

Commented [SJL1]: This is optional. See section 119.09

TRADE AREA, as used in this ordinance, means ____

Commented [SJL2]: The City can, but is not required to, establish a "trade area" restriction that requires that up to 100% of lawful purpose expenditures (e.g., charitable donations) in Osseo and at least every city that borders Osseo.

§ 119.05 APPLICABILITY

This ordinance shall be construed to regulate all forms of lawful gambling within the city except bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if the prizes for a single bingo game do not exceed \$10, total prizes awarded at a single bingo occasion do not exceed \$200, only members of the organization, residents of the nursing home or housing project, and their guests, are allowed to play in a bingo game, no compensation is paid for any persons who conduct the bingo, and a manager is appointed to supervise the bingo.

§ 119.06 LAWFUL GAMBLING PERMITTED

Lawful gambling is permitted within the city provided it is conducted in accordance with Minnesota Statutes, sections 609.75-.763, inclusive, as they may be amended from time to time; Minnesota Statutes, sections 349.11-.23, inclusive, as they may be amended from time to time; and this ordinance.

§ 119.07 COUNCIL APPROVAL

Lawful gambling authorized by Minnesota Statutes, sections 349.11-.23, inclusive, as they may be amended from time to time, shall not be conducted unless approved by the Council, subject to the provisions of this ordinance and state law.

§ 119.08 COUNCIL APPROVAL

(A) Lawful gambling authorized by Minnesota Statutes, sections 349.11-.23, inclusive, as they may be amended from time to time, shall not be conducted unless approved by the Council, subject to the provisions of this ordinance and state law.

(B) Upon receipt of an application for issuance of a premises permit, the city clerk shall transmit the application to the chief of police for review and recommendation.

(C) The chief of police shall investigate the matter and make the review and recommendation to the City Council as soon as possible, but in no event later than forty-five (45) days following receipt of the notification by the city.

(D) Organizations applying for a state-issued premises permit shall pay the city a \$____ investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced. If approved by the City Council and the Board, a licensed

Commented [JS3]: This fee can be up to \$100

organization will be responsible for an annual investigative fee for conducting lawful gambling within the city.

(E) The applicant shall be notified in writing of the date on which the Council will consider the recommendation.

(F) The Council shall receive the police chief's report and consider the application within forty-five (45) days of the date the application was submitted to the city clerk.

(G) The Council shall by resolution approve or disapprove the application within sixty (60) days of receipt of the application.

(H) The Council shall deny an application for issuance or renewal of a premises permit for any of the following reasons:

- (1) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years.
- (2) Violation by the on-sale establishment or organization leasing its premises for gambling of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice, and protection of public safety within the last three (3) years.
- (3) Lawful gambling would be conducted at premises other than those for which an on-sale liquor license has been issued.
- (4) Lawful gambling would be conducted at more than _ premises within the city.
- (5) An organization would be permitted to conduct lawful gambling activities at more than one (1) premises in the city.
- (6) More than one licensed organization would be permitted to conduct lawful gambling activities at one (1) premises.
- (7) Failure of the applicant to pay the investigation fee provided by section 119(D) within the prescribed time limit.
- (8) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise, the Council shall pass a resolution approving the application.

§ 119.09 LOCAL PERMITS

(A) No organization shall conduct lawful gambling excluded or exempted from state licensure requirements by Minnesota Statutes, section 349.166, as it may be amended from time to time, without a valid local permit. This section shall not apply to lawful gambling exempted from local regulation by Section 119.05 of this ordinance.

Commented [JS4]: This is optional. Does the City want to limit the total number of lawful gambling locations in the city?

Commented [SJL5]: This is optional.

Commented [SJL6]: This is optional.

Commented [SJL7]: This entire section is optional.

(B) Applications for issuance or renewal of a local permit shall be on a form prescribed by the city. The application shall contain the following information:

- (1) Name and address of the organization requesting the permit.
- (2) Name and address of the officers and person accounting for receipts, expenses, and profits for the event.
- (3) Dates of gambling occasion for which permit is requested.
- (4) Address of premises where event will occur.
- (5) Copy of rental or leasing arrangement, if any, connected with the event, including rent to be charged to the organization.
- (6) Estimated value of prizes to be awarded.

(C) The fee for a local permit shall be \$100. The fee shall be submitted with the application for a local permit. This fee shall be refunded if the application is withdrawn before the investigation is commenced.

(D) Upon receipt of an application for issuance or renewal of a local permit, the city clerk shall transmit the notification to the chief of police for review and recommendation.

(E) The chief of police shall investigate the matter and make review and recommendation to the City Council as soon as possible, but in no event later than forty-five (45) days following receipt of the notification by the city.

(F) The applicant shall be notified in writing of the date on which the Council will consider the recommendation.

(G) The Council shall receive the public safety department's report and consider the application within forty-five (45) days of the date the application was submitted to the city clerk.

(H) The Council shall deny an application for issuance or renewal of a premises permit for any of the following reasons:

- (1) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years.
- (2) Violation by the on-sale establishment, or organization leasing its premises for gambling, of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to the operation of the

establishment, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice, and protection of public safety within the last three (3) years.

- (3) The organization has not been in existence for at least three (3) consecutive years prior to the date of application.
- (4) The organization does not have at least thirteen (13) active and voting members.
- (5) Exempted or excluded lawful gambling will not take place at a premises the organization owns or rents.
- (6) Exempted or excluded lawful gambling will not be limited to a premises for which an on-sale liquor license has been issued.
- (7) Exempted or excluded lawful gambling will occur at more than premises within the city.
- (8) An organization will have a permit to conduct exempted or excluded lawful gambling activities on more than one (1) premises in the city.
- (9) More than one licensed, qualified organization will be conducting exempted or excluded lawful gambling activities at any one (1) premises.
- (10) Failure of the applicant to pay the permit fee provided by subdivision 3 within the prescribed time limit.
- (11) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Commented [SJL8]: This is optional.

Otherwise the Council shall approve the application.

(I) Local permits shall be valid for one (1) year after the date of issuance unless suspended or revoked.

§ 119.10 REVOCATION AND SUSPENSION OF LOCAL PERMIT

(A) A local permit may be revoked or temporarily suspended for a violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling.

(B) A license shall not be revoked or suspended until written notice and an opportunity for a hearing have first been given to the permitted person. The notice shall be personally served or sent by certified or registered mail. If the person refuses to accept notice, notice of the violation shall be served by posting it on the premises. Notice shall state the provision reasonably believed to be violated and shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing

is held. If the permitted person requests a hearing, the Council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the Council finds that an ordinance violation exists, then the Council may suspend or revoke the permit.

§ 119.11 LICENSE AND PERMIT DISPLAY

All permits issued under state law or this ordinance shall be prominently displayed during the permit year at the premises where gambling is conducted.

§ 119.12 NOTIFICATION OF MATERIAL CHANGES TO APPLICATION

An organization holding a state-issued premises permit or a local permit shall notify the city within ten (10) days in writing whenever any material change is made in the information submitted on the application.

§ 119.13 CONTRIBUTION OF NET PROFITS TO FUND ADMINISTERED BY CITY

(A) Each organization licensed to conduct lawful gambling within the city pursuant to Minnesota Statutes, section 349.16, as it may be amended from time to time, shall contribute ten percent (10%) of its net profits derived from lawful gambling in the city to a fund administered and regulated by the city without cost to the fund. The city shall disburse the funds for charitable contributions as defined by Minn. Stat. 349.12, subd. 7a, as it may be amended from time to time.

Commented [JS9]: This number may be reduced.

(B) Payment under this section shall be made on the last day of each month.

(C) The city's use of such funds shall be determined at the time of adoption of the city's annual budget or when the budget is amended.

§ 119.14 DESIGNATED TRADE AREA

(A) Each organization licensed to conduct gambling within the city shall expend one hundred percent (100%) of its lawful purpose expenditures on lawful purposes conducted within the city's trade area.

Commented [JS10]: This is optional. If the City does adopt a trade area, it must include at least Osseo and every city that borders Osseo.

Commented [SJL11]: This may be any number up to 100%

(B) This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the city's jurisdiction.

§ 119.15 RECORDS AND REPORTING

(A) Organizations conducting lawful gambling shall file with the city clerk one copy of all records and reports required to be filed with the Board, pursuant to Minn. Stat. ch. 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be

amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.

(B) Organizations licensed by the Board shall file a report with the city proving compliance with the trade area spending requirements imposed by Section 16. Such report shall be made on a form prescribed by the city and shall be submitted annually.

§ 119.16 HOURS OF OPERATION

Lawful gambling shall not be conducted between 1 a.m. and 8 a.m. on any day of the week.

Commented [JS12]: This is optional.

§ 119.17 PENALTY

Any person who violates any provision of this ordinance; Minnesota Statutes, sections 609.75-609.763, inclusive, as they may be amended from time to time; or Minnesota Statutes, sections 349.11-349.21, as they may be amended from time to time; or any rules promulgated under those sections, as they may be amended from time to time, shall be guilty of a misdemeanor and subject to a fine of not more than \$1,000 or imprisonment for a term not to exceed 90 days, or both, plus in either case the costs of prosecution. In addition, violations shall be reported to the Board and recommendation shall be made for suspension, revocation, or cancellation of an organization's license.

§ 119.18 SEVERABILITY

If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

§ 119.19 EFFECTIVE DATE

This ordinance becomes effective on the date of its publication, or upon the publication of a summary of the ordinance as provided by Minn. Stat. 412.191, subd. 4, as it may be amended from time to time, which meets the requirements of Minn. Stat. 331A.01, subd. 10, as it may be amended from time to time.

Section 2. The ordinance shall be in full force and effect from and after its passage and publication according to law.

ADOPTED by the City Council of the City of Osseo, Minnesota, this ___ day of _____ 2024.

ATTEST:

Mayor

City Clerk

First reading:

Second reading and adoption:

Published: _____, 2024, *Osseo-Maple Grove Press*



City of Osseo City Council Meeting Item

Agenda Item: Approve Updated Community Center Policy

Meeting Date: April 22, 2024

Prepared by: Riley Grams, City Administrator

Attachments: Updated Draft Redline Community Center Policy
Clean Draft Community Center Policy

Policy Consideration:

Consider approving an updated Community Center policy.

Background:

The City Council reviewed the Community Center policy at their work session on February 26, and provided direction to Staff to work with the Budget and Finance Committee (Mayor Poppe and Councilmember Schulz) to develop recommended updates to the policy. Staff met with the Budget and Finance Committee on March 19 to develop recommended policy language changes. Below is a summary of the noted language changes outlined in the attached draft policy:

Page 1, Section A3: Removed the requirement to apply two weeks prior to the reservation date. Added clarifying language.

Page 1, Section A4: Added language stating that reservation dates will not be held until all payments and deposits are submitted.

Page 1, Section B1: Updated availability and priority language based on how the Seniors and Adult Fitness classes are currently scheduled. Additionally, noted both rooms need to be rented together on the weekends, and added note that the Community Center is closed and unavailable for rent on Christmas day.

Page 2, Section C1: Notes that application forms can be found on the City's website.

Page 2, Section C2: Removed requirement that applications be submitted two weeks prior to reservation date.

Page 2, Section C3: Added language that rental fees shall be waived for organizations who operate charitable gambling in the City.

Page 2, Section C4: Requires that all applicants must provide credit card information in case of any damage or major cleanup costs to the City as a result of a rental.

Page 2, Section C5: Allows for renters to drop off supplies early if needed.

Page 2, Section D1: Limits rentals to the Community Center and public restrooms.

Page 2, Section D2: Provide additional information for the number of available chairs, projector screen, microphone and speaker. Currently the City does not provide a projector. Would the Council be interested in having the City purchase a projector and provide that as an option to use for renters?

Page 2, Section D3: Updates the maximum capacity of the Community Center, based on the sign in the Community Center.

Page 2, Section D7: Updates the use of the outside patio.

Page 3, Section E2: Updates language regarding designated smoking areas (currently we do not have a designated smoking area on the City Hall campus).

Page 3, Section E5: Notes other City approved gambling uses.

Page 3, Section E6: References Section H regarding Alcohol policy.

Page 3, Section E7: Updates language regarding the cleanup responsibility of the applicant.

Page 4, Section F2: Adds glitter as a prohibited decoration.

Page 4, Section G2: Does not allow overnight or long-term storage of food by applicants in the Community Center kitchen.

Page 5, Section H5: Adds language stating that serving alcohol without a proper permit or according to the Community Center policy results in forfeiture of the entire damage deposit.

Page 6, Section K: Adds Charitable Gambling Organizations to the rental fees structure as waived.

Page 6, Section K2: Adds language regarding the applicant canceling their reservation and having to pay a cancellation fee.

Page 6, Section K3: Includes cleanup calculations and states that if damage to property occurs, the true replacement cost will be taken from the damage deposit or a charge will be made to the credit card on file if the cost exceeds the deposit amount.

Page 7, Section K4: Adds language regarding room reset fees.

Page 7, Section K6: Removes language regarding special consideration for reduced fees and moves it to K9. This is an option that the City Council can keep in the policy or remove entirely. The Council should provide direction on this to City Staff.

Page 7, Section K8: Updated fee waiver language for charitable gambling organizations.

Page 7, Section K12: Shall changed to may.

The City Council should consider all of the above changes to the Community Center policy and provide final direction to City Staff on any proposed updates/changes. If changes are requested, the motion should include those changes and Staff will update the final Community Center policy.

City Goals Met By This Action:

Update City policies

Options:

The City Council may choose to:

1. Approve the updated Community Center policy;
2. Approve the updated Community Center policy, with noted changes/as amended;
3. Deny the updated Community Center policy;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the updated Community Center policy.

CITY OF OSSEO

COMMUNITY CENTER RENTAL AGREEMENT



A. GENERAL PROVISIONS

1. The City has a Community Center (Community Rooms A and B) intended to serve the general public by providing a facility conducive to public business. Since public funds made these facilities possible, the public is encouraged to use these spaces under the guidelines set forth herein. (The Council Chambers and Fire and Police Department Meeting Rooms are generally not available for use for public gatherings and are made available only upon special consent of the City Administrator and/or the Fire/Police Chief.) The following guidelines are official City Policy designed to promote orderly and appropriate use of these public facilities.
2. Designated portions of the Community Center shall be generally available for use by area civic, charitable or non-profit organizations, and for public and private meetings. They may also be used, subject to availability, for private parties and exhibitions. They shall not be used for any activity not consistent with the general purpose of the building or these policies.
3. Individuals or organizations desiring to use the Community Center must complete an application and submit it to the City. ~~The application shall be submitted at least two weeks prior to the reservation date. The request will be reviewed in light of these guidelines and the availability of the facilities.~~ The request will be reviewed in accordance with these guidelines and the availability of the facilities. For organizations using the facilities regularly/on an ongoing basis during the year, the application shall be completed ~~quarterly (for weekly or bi-weekly events) or annually (for monthly events).~~ annually and updated as needed.
4. The City representative in charge of reservations shall advise the applicant of the status of his or her request as soon as possible. Usage requests are not approved until the City representative has so advised the applicant and the applicant's fees and deposits are received. No reservation for use of the Community Center shall be held until final payment and deposit is received.
5. The City Council may adopt special rules and regulations pertaining to the specific uses of the Community Center, and such rules and regulations shall be effective upon adoption. The Council shall also adopt a fee schedule for the rental of the Community Center. The general policies, rules and regulations, and the fee schedule shall be available to the public and a copy given to all rental applicants.
6. Any meeting coming within the purview of the Minnesota "Open Meeting Law" shall conform to all requirements of the Open Meeting Law.
7. The City shall not be liable for any loss, damage, injury, or illness incurred by any user of the facility.
8. The applicant consents to police entry into the facility and video monitoring of applicant's use of the facility at any time. No warrant or probable cause shall be required for police entry and search of the facility. The applicant waives any claim to have a reasonable expectation of privacy in applicant's use of the facility.

B. AVAILABILITY AND PRIORITY

1. The Community Center shall, in general, be available from 7:30 a.m. to 12:00 a.m. (midnight). Music and serving of food or beverages shall end at 10:00 pm and the building completely vacated by 12:00 a.m. (midnight).
 - a. The Community Center (both rooms A & B) Community Room A are is reserved by the Senior Citizens Center and NOT available on Tuesdays and Thursdays from ~~10~~4:30 a.m. to ~~4~~5 p.m. or on Mondays 10 am to 12 pm, 3 pm to 6 pm and on Thursdays from 10 am to 12 pm for Adult Fitness Classes.
 - b. Individual room rentals are allowed during regular weekday business hours only; individual rooms are not available for rental on weekends. Both rooms (A and B) must be rented together.

- ~~c.~~ On holidays and weekends, ~~beginning at 11:30 am on Fridays and through 12:00 am (midnight) on Sundays~~, the entire Community Center (both rooms A & B) must be rented. It will not be possible to rent separate rooms because the Community Center partition will be retracted over the weekend.
- ~~e.d.~~ The Community Center will be unavailable to rent and closed on Christmas day.

2. The City Council, Economic Development Authority, City boards and commissions, or other organizations recognized by the City shall have priority in the use of the Community Center. Groups or organizations that receive permission for regularly scheduled meetings shall have second priority.
3. Routine use (weekly or bi-weekly) is allowed only with specific approval by the City Council or its designee.
4. Requests for use or rental of the Community Center will be handled on a first-come, first-served basis, subject to designated priorities.
5. For advance facility bookings, reservations may be accepted by City staff up to 12 months in advance. Advance bookings beyond 12 months will be approved by the City Council or its designee.
6. The City reserves the right to cancel any reserved meeting or event, without any cost to the City, if it becomes necessary in an emergency to schedule a special governmental-associated meeting or event.

C. APPLICATION PROCEDURES

1. Application forms may be obtained from the City offices during regular business hours, requested by mail, or ~~are online on the City's website (www.DiscoverOsseo.com).~~
2. Application forms shall be fully completed by the applicant and returned to the City ~~at least two weeks prior to the requested date prior to the reservation date.~~ Reservations shall not be complete until the City representative has informed the applicant of her or his status. The rental fee and deposits must accompany the signed application and rental agreement. The individual applying for the reservation shall be considered the applicant. **Proof of non-profit, tax-exempt status must be provided at application time.**
- ~~2.3.~~ Rental fees shall be waived for the following organizations whose charitable gambling operations benefit the City: (a) the Osseo Lions Club, (b) the Osseo Fire Department Relief Association, (c) the Osseo/Maple Grove American Legion, and (d) the Osseo Maple Grove Hockey Association (collectively, the "Charitable Gambling Organizations").
- ~~3.4.~~ Major credit card information must be provided by all applicants, including the Charitable Gambling Organizations, at the time of application, this information will be held until the damage deposit has been returned, it will then be destroyed. This card will be charged to cover any cleanup or damage expenses which exceed the deposit.
- ~~4.5.~~ The applicant ~~may shall~~ contact the City offices in advance to arrange for pick up an access key for entrance into the Community Center for certain approved circumstances, such as drop off of supplies. **Please note: City Hall has limited Friday hours and closes at 11:30 a.m.**

D. AVAILABLE FACILITIES

1. Activity must be confined to the room(s) rented and use of the public restrooms. The lobby area and hallways ~~are is~~ not available for meeting use or for play.
2. **EQUIPMENT AVAILABLE FOR USE IN THE OSSEO COMMUNITY CENTER** (Equipment may be room-specific; not all tables and chairs will be available if only one room is reserved)
 - a. 12 (48") round tables (each table seats a maximum of 6 people or a total of 72 chairs)
 - b. 8 (30"x72") rectangle tables for seating or serving (each table seats a maximum of 6 people or a total of 48 chairs)
 - c. 140 chairs
 - d. Projector screen (no projector)

~~e.e.~~ Microphone and speaker

~~3.~~ Maximum Capacity: The maximum standing capacity of the Community Center (both rooms A and B) is ~~265~~295.

~~3.4.~~ Community Room A: Typically contains 12 round tables with 4 chairs each. Standing Capacity 175.

~~4.5.~~ Community Room B: Typically contains two rectangular tables with seating arranged in a “classroom” format. Standing Capacity 120.

~~5.6.~~ Kitchen (for access to serving window and sink): The kitchen is **not** a licensed commercial kitchen nor can it be used as such. Preparation and storage of food within the kitchen is NOT permissible. Kitchen use is only available with rental which includes Community Room A.

~~6.7.~~ Patio: Patio use is only available with rental which includes Community Room B. The outside door will remain locked and guests will need to be let in.

~~7.8.~~ Boerboom Park & Bandshell: These facilities are located across Central Avenue from the Community Center. They may be reserved under a separate policy.

E. CONDUCT

1. Activity must be confined to the room(s) rented. The lobby and hallway areas are not available for meeting use or for play.
2. Osseo Community Center and City Hall are smoke free facilities. Smoking is prohibited in all areas except outside in designated area and disposed of in smoking containers.
3. All beverages (alcohol or not) may be served and consumed in the Community Center rooms and outside patio areas only. No beverages are allowed in the Community Center hallway/lobby area or in neighboring Boerboom Park or in any other outside areas.
4. Do not open windows or prop open outside doors. The heating and air conditioning system will not work efficiently if outside air is allowed to enter the building.
5. No gambling of any kind shall be allowed except lawful "bingo" games sponsored by licensed local non-profit organizations, or other City approved gambling uses.
6. No alcohol shall be allowed in the Community Center EXCEPT for an event that is through an Osseo Approved Caterer licensed to serve alcohol. See Section H for Alcohol Service policies.
7. It is the responsibility of the applicant to clean up anything relating to their use of the community center, including ~~dispensing of beverages or serving~~ the service of beverages and of food. The applicant must wipe down all tables, counters, and ledges and clean up the outdoor patio area, if used.
 - ~~a.~~ Applicant must provide own cleaning supplies.
 - ~~b.a.~~ At the City's discretion, if cleaning has not been properly completed the deposit fee will not be returned.
 - ~~b.b.~~ Upon completion of the event, the Community Center shall be cleaned as follows:
 - i. Any equipment, supplies, or special items brought by the applicant shall be removed.
 - ii. All paper, garbage, trash, debris, etc., shall be collected and disposed of properly. Garbage shall be bagged and removed from the premises.
 - iii. Coffee grounds shall be placed in the garbage, not disposed of in sinks.
 - ~~iii.~~iv. Ice shall be removed from premises, not disposed of in sinks.
 - ~~iv.~~v. All items on the counter shall be returned to an orderly condition and all ~~counter~~ tops countertops shall be cleaned. Sinks shall be ~~rinsed~~ rinsed, and all spills shall be cleaned.
 - ~~v.~~vi. Tables and chairs shall be wiped off to remove all food and spills.
 - ~~vi.~~vii. Tables and chairs shall be returned to their proper location.

- vii-viii. All floors shall be swept and mopped where necessary. Carpets shall be vacuumed if necessary (there is a vacuum in the Community Room A closet). ~~Applicant must provide own cleaning supplies.~~
- viii-ix. Exterior doors will be programmed to be unlocked during the meeting or event. Applicant should verify that these doors are locked at the end of the event and light switches turned off.
- ix-x. Access keys shall be returned to the City offices the next business day or deposited in city drop boxes at the rear of City Hall.
- x-xi. Bathrooms must be cleared of paper debris from the counters and floors.

8. The hours of use designated on the application form shall be adhered to. **Hours of use must include set-up and clean-up time.**

F. DECORATIONS AND SIGNAGE

1. No open flame candles may be used.
2. No rice, birdseed, glitter, or confetti shall be used.
3. No decorations, banners, signs, etc., shall be attached to any walls. No tape or tacks shall be used.

G. FOOD AND CATERING

1. Food and beverages may be served. The applicant is responsible for obtaining any necessary food and beverage licenses. Whether or not food is served, the premises must be cleaned up pursuant to the Community Center policy.
2. The kitchen in Community Room A is not a licensed commercial kitchen and cannot be used as such. Preparation and overnight or long-term storage of food within the kitchen is NOT allowed.
3. The applicant is responsible for furnishing all serving needs (plates, silverware, utensils, serving dishes, etc.) Applicant shall provide containers for leftovers.
4. All food, beverages, and serving needs must be removed immediately following an event.
5. All garbage must be removed from the premises and disposed of by ~~applicant~~ the applicant.
6. Red beverages are prohibited; this includes punches and red juices but excludes red wine and wine coolers served by an approved Temporary Alcohol Catering Permit holder.
7. All Caterers must be licensed by the state of Minnesota and must provide a copy of their current Catering license to the City at least two weeks prior to the event date. If an Approved Caterer is serving alcohol, all rules and regulations per the Agreement for Catering Service must be followed.

H. ALCOHOL

1. No alcoholic beverages shall be allowed in the Community Center EXCEPT for an event that contracts with an alcohol caterer and submits a Temporary Alcohol Catering Permit application.
2. The Temporary Alcohol Catering Permit application and \$50 fee must be submitted with the Community Center Rental Application.
3. Any event at which alcohol is served to 50 or more attendees requires hiring the Osseo Police Department to provide security at all times that alcohol is being served in the Community Center.
 - a. The Osseo Police Department must be contracted for a minimum of 3 hours; see current City of Osseo fee schedule for contract rates.
 - b. The applicant will cover all fees associated with the security measures.

4. Events with alcohol service require a damage deposit of \$350.

4.5. If an applicant serves alcohol at an event without a permit or according to policy, the applicant agrees to forfeit the full damage deposit.

I. LIABILITY

1. Neither the City of Osseo nor any of its employees or agents shall be liable in any manner for any claims, injuries, or damages of whatever nature incurred by any person using the Community Center due to the negligence or action of any party other than the City of Osseo, its employees, or agents.
2. The person signing the application is deemed to be the representative of the group or organization using the Community Center and shall be responsible for compliance with all rules and regulations pertaining to the use of the Center.

J. INSURANCE AND INDEMNIFICATION

1. The City reserves the right to require the renter of the Community Center to carry general liability insurance and name the City as an additional insured for any rental and for any reason. If insurance is required, the City will notify the renter in writing. Within two weeks after notification from the City, the renter must submit proof of insurance to the City. Failure to obtain the required insurance may result in the cancellation of the reservation.

5-2. On behalf of the below named organization, group, or individual, the undersigned does hereby request that the Osseo Community Center (facility) be reserved for its use for the dates and purpose as stated in the application. On behalf of the below named organization, group, or individual, I agree to all of the stated terms and conditions together with all other written rules and policies adopted by the City which govern the use of the Osseo Community Center.

6-3. The undersigned is familiar with the Community Center and that the facility is in good and clean condition, that it is safe to be used for the purposes set forth above, and that the undersigned will not allow any activity to be conducted during the time which it uses the facility which will or could lead to damage to personal property or personal injury to any person whatsoever.

7-4. The undersigned agrees that it shall be totally responsible for all loss or damage or claims made by any person or any party that concerns use of the facility during the time the undersigned is using the Community Center. The City shall not be responsible for any loss or damage or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with the undersigned in case such claims are made. The undersigned, for himself or herself and on behalf of the organization or group the undersigned agrees to defend, indemnify and hold harmless the City, its officers, council members, employees, and agents from and against any and all claims, liabilities, damages, injuries, illness or other loss, including attorneys' fees, arising out of or related to the use of the facility by the undersigned or the organization or group the undersigned represents. If the undersigned does not defend, indemnify, and hold the City harmless pursuant to the provisions of this Agreement, then the City may institute an action against the undersigned and all persons using the premises for recovery of all expenses and costs incurred by the City due to the failure to defend, indemnify, and hold the City harmless pursuant to the provisions of this paragraph.

8-5. The undersigned further agrees that if the signature of the undersigned is for and on behalf of an organization or group, that the organization or group has expressly authorized the undersigned to make this agreement on behalf of the organization or group and that the organization or group shall be bound by the undersigned's signature. The City may request that the undersigned furnish a certified copy of the resolution of the organization or association authorizing the undersigned to apply for use of the Community Center if, in its discretion, it determines necessary. Alternatively, the City may require all members of the organization or association or all of its officers or directors or members as it shall determine to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the facility in the manner provided herein. If the organization or association requesting use of the facility is not incorporated, by signing this request and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for use of the facility and that all members bear responsibility

legally if the facility is not used properly and is not used in accordance with the terms of this request and agreement.

9-6. The undersigned understands and agrees that the use of the Community Center is subject to the payment of all fees and deposits as required by the City and that the undersigned will be responsible for the payment of all such fees and deposits as required when due.

10-7. The rental fee and all deposits, payable to the City of Osseo, shall accompany this application. The undersigned understands this application/request is subject to approval by the City. If the request is approved, this request shall become a binding agreement between the undersigned and the City of Osseo. If this request is not approved, all fees and deposits shall be refunded.

K. RESERVATIONS AND FEES

RENTAL FEES (ONE HALF DAY = UP TO 4 HOURS WEEKDAY/6 HOURS WEEKEND)	
<u>Charitable Gambling Organizations</u>	<u>Rental fees are waived. Damage and cleanup deposit required.</u>
Residents, Osseo Businesses, Osseo-Based Nonprofits*	\$50 per one half day for either Community Room A or B (weekdays only); \$100 per one half day for use of <u>both</u> Room A and Room B.
Non-Residents, Other Businesses, Other Nonprofits*	\$150 per one half day for Community Room A or B (weekdays only); \$300 per one half day for use of <u>both</u> Room A and Room B.
*Non-Profit Organizations	50% discount from either resident or non-resident rate, based on organization's physical address. *Legal proof of non-profit, tax-exempt status required.

1. **RENTAL FEE** The rental fee and all deposits must accompany the signed application (recurring events pay quarterly in advance). ~~The rental fee and deposits will be returned if the room becomes unavailable and the reservation is cancelled by the City of Osseo.~~—No physical use of the facility shall be allowed under any circumstances unless all fees and deposits have been paid in full.

4-2. **CANCELLATIONS** If the applicant cancels the reservation, a cancellation fee of \$50 will be retained. The rental fee and deposits will be returned if the room becomes unavailable and the reservation is cancelled by the City of Osseo.

2-3. **DAMAGE AND CLEANUP DEPOSIT** In addition to the rental fee, a damage and cleanup deposit of \$250 shall be required. For events with alcohol service the deposit will be \$350. This shall be refunded within three weeks after the event, subject to any deductions.

- a. Examples of causes that would result in withholding return of damage deposit include: if any damage to the facility or contents is done, if items owned by the facility are broken or lost, if the facility is not left clean and tidy, if the fire alarm system is activated unnecessarily, if the facility is not vacated at the time indicated on the application, and/or if all tables and chairs are not returned to their proper locations.
- b. If applicant's use of the facility results in any public employee being required to respond to the facility for any cause attributable to applicant's use of the facility, and if the City incurs overtime wage expense for that employee's response, then the cost of such overtime wage expense shall be deducted from the applicant's deposit.
- c. The applicant shall be responsible for any and all expenses that exceed the deposit.
- d. City Staff will make efforts to inform the applicant by phone and email before charging the provided credit card information for cleanup costs which exceed the deposit.

e. The amount taken from the damage deposit will be determined by a calculation based on the amount of time required for the cleanup as follows:-

- a. \$50 for hour 1
- b. \$50 for hour 2
- c. \$70 for hour 3

d. \$70 for hour 4

e. \$90 for each additional hour

~~e.f.~~ If damage to property occurs, the true replacement cost will be taken from the damage deposit or charged to the credit card if it exceeds the deposit.

~~3.4.~~ **SET UP/RESET FEE** If the applicant requests the City to set up or reset tables and chairs for the meeting or event, a charge of \$50 per ~~room~~ each occurrence of set up or reset will be required.

~~4.5.~~ **ACCESS KEY** The charge for a lost access key is \$25.

~~5.6.~~ **CLEANING** After use of the facility it shall be cleaned as provided by the general rules and regulations pertaining to the use and rental of the Community Center adopted by the City Council and attached in the CONDUCT section of this policy.

~~a.~~ Applicant must provide own cleaning supplies.

~~b.a.~~ If clean-up work is not satisfactorily completed, the City shall have the facility cleaned and the undersigned agrees to pay for the charges of this cleanup.

~~6.1.~~ **SPECIAL CONSIDERATION FOR REDUCED FEES** The City Council may set special fees or vary or waive fees for special conditions or circumstances, where the applicant has performed a commensurate service to the City. To request reduced fees, contact City staff.

7. **THE TEMPORARY ALCOHOL CATERING PERMIT** is an additional \$50.00. This permit is required for any event applying to serve alcohol.

8. FEES FOR CHARITABLE GAMBLING ORGANIZATIONS. Rental fees are waived for those rentals by Charitable Gambling Organizations, however Charitable Gambling Organizations are still required to submit a damage and cleanup deposit pursuant to paragraph 2 and pay the charges and fees specified in paragraphs 3, 4, 5 and 6 of this section K.

~~9.~~ **SPECIAL CONSIDERATION FOR REDUCED FEES** The City Council may set special fees or vary or waive fees for special conditions or circumstances, where the applicant has performed a commensurate service to the City. To request reduced fees, contact City staff.

~~8-10.~~ _____ The person signing the application must be 18 years or older, is deemed to be the representative of the group or organization using the Community ~~Center, and~~ Center and shall be responsible for compliance with all rules and regulations pertaining to the use of the Center.

~~9-11.~~ _____ There shall be no subletting or assignment of reservations.
a. A resident of Osseo cannot reserve the facility for non-residents.

~~10-12.~~ _____ Failure to conform to any policies or rules for use of the Community Center ~~shall be cause~~ may result in ~~for~~ forfeiture of future use privileges, as well as forfeiture of any deposits.



APPLICATION FOR USE & RENTAL OF THE OSSEO COMMUNITY CENTER

Information provided to the City of Osseo may be considered public data pursuant to data practices law and the City will comply with all applicable laws if the information is subject to a data request.

Applicant/Contact Person: _____

Street Address _____

City, State, Zip _____

Phone # (Day and Evening) _____

Organization/Business if different from Applicant: _____

Mailing Address: _____

Room(s) Desired: Room A _____ Room B _____ Both _____

Use: Weekday Weekend Date(s) of: _____

Time of Use: From: _____ am/pm to: _____ am/pm

Total Number of Hours Community Center will be used (include set-up & take-down): _____

Purpose of Meeting/Event: _____

Number of Participants: _____

Fee charged or donations solicited from participants? Yes _____ No _____ If so, how much: _____

Will food or refreshments be served? Yes _____ No _____ What type: _____

Will alcohol be served? Yes _____ No _____ What type: _____

Caterer's Name: _____

Address: _____ Phone#: _____

I HAVE READ AND AGREE TO THE CONDITIONS OF THE ATTACHED CONTRACT. I UNDERSTAND THAT THE CITY OF OSSEO MAY CANCEL ANY RESERVED MEETING OR EVENT.

Date: _____ **Name of individual, organization, group, or Approved Caterer**

Email: _____ **Signature of applicant**

This application approved/rejected by: Date _____ By _____

Rental & event fees for event received on: Date _____ Amount _____ Check# _____

Damage and cleanup deposit received on: Date _____ Amount _____ Check# _____

Caterer's permit application received on: Date _____ Amount _____ Check# _____

Deposit(s) returned to applicant on: Date _____ Amount _____ Check # _____

Major Credit Card Form

To be held in the event damages exceed damage deposit.

Cardholder Name (as shown on card): _____

Card Number: _____

Expiration Date (mm/yy): _____

Card Holder Zip Code (from credit card billing address): _____

I, _____, authorize the City of Osseo to charge my credit card for damages exceeding the damage deposit. I understand that my information will be destroyed following this payment, or the return of my security deposit, following my rental.

Customer Signature

Date

Please return this application to Osseo City Hall, 415 Central Avenue, Osseo, MN 55369

Rental Fees				
	Weekdays (Monday - Friday)			Weekends (Saturday-Sunday)
	4-hour minimum rental			6-hour minimum rental
	Room A	Room B	Both Rooms	Both Rooms
Residents	\$50	\$50	\$100	\$100
Osseo Business	\$50	\$50	\$100	\$100
Osseo-Based Nonprofits*	\$25	\$25	\$50	\$50
Non-Residents	\$150	\$150	\$300	\$300
Other Businesses	\$150	\$150	\$300	\$300
Other Nonprofits*	\$75	\$75	\$150	\$150
Charitable Gambling Organizations	Rental Fees waived per policy. Damage deposit required.			

*Nonprofits required to provide proof of non-profit, tax-exempt status.

CITY OF OSSEO

COMMUNITY CENTER RENTAL AGREEMENT



A. GENERAL PROVISIONS

1. The City has a Community Center (Community Rooms A and B) intended to serve the general public by providing a facility conducive to public business. Since public funds made these facilities possible, the public is encouraged to use these spaces under the guidelines set forth herein. (The Council Chambers and Fire and Police Department Meeting Rooms are generally not available for use for public gatherings and are made available only upon special consent of the City Administrator and/or the Fire/Police Chief.) The following guidelines are official City Policy designed to promote orderly and appropriate use of these public facilities.
2. Designated portions of the Community Center shall be generally available for use by area civic, charitable or non-profit organizations, and for public and private meetings. They may also be used, subject to availability, for private parties and exhibitions. They shall not be used for any activity not consistent with the general purpose of the building or these policies.
3. Individuals or organizations desiring to use the Community Center must complete an application and submit it to the City. The request will be reviewed in accordance with these guidelines and the availability of the facilities. For organizations using the facilities regularly/on an ongoing basis during the year, the application shall be completed annually and updated as needed.
4. The City representative in charge of reservations shall advise the applicant of the status of his or her request as soon as possible. Usage requests are not approved until the City representative has advised the applicant and the applicant's fees and deposits are received. No reservation for use of the Community Center shall be held until final payment and deposit is received.
5. The City Council may adopt special rules and regulations pertaining to the specific uses of the Community Center, and such rules and regulations shall be effective upon adoption. The Council shall also adopt a fee schedule for the rental of the Community Center. The general policies, rules and regulations, and the fee schedule shall be available to the public and a copy given to all rental applicants.
6. Any meeting coming within the purview of the Minnesota "Open Meeting Law" shall conform to all requirements of the Open Meeting Law.
7. The City shall not be liable for any loss, damage, injury, or illness incurred by any user of the facility.
8. The applicant consents to police entry into the facility and video monitoring of applicant's use of the facility at any time. No warrant or probable cause shall be required for police entry and search of the facility. The applicant waives any claim to have a reasonable expectation of privacy in applicant's use of the facility.

B. AVAILABILITY AND PRIORITY

1. The Community Center shall, in general, be available from 7:30 a.m. to 12:00 a.m. (midnight). Music and serving of food or beverages shall end at 10:00 pm and the building completely vacated by 12:00 a.m. (midnight).
 - a. The Community Center (both rooms A & B) are reserved by the Senior Citizens Center and NOT available on Tuesdays and Thursdays from 10:30 a.m. to 4 p.m. or on Mondays 10 am to 12 pm, 3 pm to 6 pm and on Thursdays from 10 am to 12 pm for Adult Fitness Classes
 - b. Individual room rentals are allowed during regular weekday business hours only; individual rooms are not available for rental on weekends. Both rooms (A and B) must be rented together.
 - c. On holidays and weekends, , the entire Community Center (both rooms A & B) must be rented. It will not be possible to rent separate rooms because the Community Center partition will be retracted over the weekend.
 - d. The Community Center will be unavailable to rent and closed on Christmas day.

2. The City Council, Economic Development Authority, City boards and commissions, or other organizations recognized by the City shall have priority in the use of the Community Center. Groups or organizations that receive permission for regularly scheduled meetings shall have second priority.
3. Routine use (weekly or bi-weekly) is allowed only with specific approval by the City Council or its designee.
4. Requests for use or rental of the Community Center will be handled on a first-come, first-served basis, subject to designated priorities.
5. For advanced facility bookings, reservations may be accepted by City staff up to 12 months in advance. Advance bookings beyond 12 months will be approved by the City Council or its designee.
6. The City reserves the right to cancel any reserved meeting or event, without any cost to the City, if it becomes necessary in an emergency to schedule a special governmental-associated meeting or event.

C. APPLICATION PROCEDURES

1. Application forms may be obtained from the City offices during regular business hours, requested by mail, or on the City's website (www.DiscoverOsseo.com).
2. Application forms shall be fully completed by the applicant and returned to the City prior to the reservation date. Reservations shall not be complete until the City representative has informed the applicant of her or his status. The rental fee and deposits must accompany the signed application and rental agreement. The individual applying for the reservation shall be considered the applicant. **Proof of non-profit, tax-exempt status must be provided at application time.**
3. Rental fees shall be waived for the following organizations whose charitable gambling operations benefit the City: (a) the Osseo Lions Club, (b) the Osseo Fire Department Relief Association, (c) the Osseo/Maple Grove American Legion, and (d) the Osseo Maple Grove Hockey Association (collectively, the "Charitable Gambling Organizations").
4. Major credit card information must be provided by all applicants, including the Charitable Gambling Organizations, at the time of application, this information will be held until the damage deposit has been returned, it will then be destroyed. This card will be charged to cover any cleanup or damage expenses which exceed the deposit.
5. The applicant may contact the City offices in advance to arrange for pick up an access key for entrance into the Community Center for certain approved circumstances, such as drop off of supplies. **Please note: City Hall has limited Friday hours and closes at 11:30 a.m.**

D. AVAILABLE FACILITIES

1. Activity must be confined to the room(s) rented and use of the public restrooms. The lobby area and hallways are not available for meeting use or for play.
2. **EQUIPMENT AVAILABLE FOR USE IN THE OSSEO COMMUNITY CENTER** (Equipment may be room-specific; not all tables and chairs will be available if only one room is reserved)
 - a. 12 (48") round tables (each table seats a maximum of 6 people or a total of 72 chairs)
 - b. 8 (30"x72") rectangle tables for seating or serving (each table seats a maximum of 6 people or a total of 48 chairs)
 - c. 140 chairs
 - d. Projector screen (no projector)
 - e. Microphone and speaker
3. **Maximum Capacity:** The maximum standing capacity of the Community Center (both rooms A and B) is 295.
4. **Community Room A:** Typically contains 12 round tables with 4 chairs each. Standing Capacity 175.

5. **Community Room B:** Typically contains two rectangular tables with seating arranged in a “classroom” format. Standing Capacity 120.
6. **Kitchen** (for access to serving window and sink): The kitchen is **not** a licensed commercial kitchen, nor can it be used as such. Preparation and storage of food within the kitchen is NOT permissible. Kitchen use is only available with rental which includes Community Room A.
7. **Patio:** Patio use is only available with rental which includes Community Room B. The outside door will remain locked, and guests will need to be let in.
8. **Boerboom Park & Bandshell:** These facilities are located across Central Avenue from the Community Center. They may be reserved under a separate policy.

E. CONDUCT

1. Activity must be confined to the room(s) rented. The lobby and hallway areas are not available for meeting use or for play.
2. Osseo Community Center and City Hall are smoke free facilities. Smoking is prohibited in all areas
3. All beverages (alcohol or not) may be served and consumed in the Community Center rooms and outside patio areas only. No beverages are allowed in the Community Center hallway/lobby area or in neighboring Boerboom Park or in any other outside areas.
4. Do not open windows or prop open outside doors. The heating and air conditioning system will not work efficiently if outside air is allowed to enter the building.
5. No gambling of any kind shall be allowed except lawful "bingo" games sponsored by licensed local non-profit organizations, or other City approved gambling uses.
6. No alcohol shall be allowed in the Community Center EXCEPT for an event that is through an Osseo Approved Caterer licensed to serve alcohol. See Section H for Alcohol Service policies.
7. It is the responsibility of the applicant to clean up anything relating to their use of the community center, including the service of beverages and of food. The applicant must wipe down all tables, counters, and ledges and clean up the outdoor patio area, if used.
 - a. At the City’s discretion, if cleaning has not been properly completed the deposit fee will not be returned.
 - b. Upon completion of the event, the Community Center shall be cleaned as follows:
 - i. Any equipment, supplies, or special items brought by the applicant shall be removed.
 - ii. All paper, garbage, trash, debris, etc., shall be collected and disposed of properly. Garbage shall be bagged and removed from the premises.
 - iii. Coffee grounds shall be placed in the garbage, not disposed of in sinks.
 - iv. Ice shall be removed from premises, not disposed of in sinks.
 - v. All items on the counter shall be returned to an orderly condition and all countertops shall be cleaned. Sinks shall be rinsed, and all spills shall be cleaned.
 - vi. Tables and chairs shall be wiped off to remove all food and spills.
 - vii. Tables and chairs shall be returned to their proper location.
 - viii. All floors shall be swept and mopped where necessary. Carpets shall be vacuumed if necessary (there is a vacuum in the Community Room A closet).
 - ix. Exterior doors will be programmed to be unlocked during the meeting or event. Applicant should verify that these doors are locked at the end of the event and light switches turned off.
 - x. Access keys shall be returned to the City offices the next business day or deposited in city drop boxes at the rear of City Hall.
 - xi. Bathrooms must be cleared of paper debris from the counters and floors.
8. The hours of use designated on the application form shall be adhered to. **Hours of use must include set-up and clean-up time.**

F. DECORATIONS AND SIGNAGE

1. No open flame candles may be used.
2. No rice, birdseed, glitter, or confetti shall be used.
3. No decorations, banners, signs, etc., shall be attached to any walls. No tape or tacks shall be used.

G. FOOD AND CATERING

1. Food and beverages may be served. The applicant is responsible for obtaining any necessary food and beverage licenses. Whether or not food is served, the premises must be cleaned up pursuant to the Community Center policy.
2. The kitchen in Community Room A is not a licensed commercial kitchen and cannot be used as such. Preparation and overnight or long-term storage of food within the kitchen is NOT allowed.
3. The applicant is responsible for furnishing all serving needs (plates, silverware, utensils, serving dishes, etc.) Applicant shall provide containers for leftovers.
4. All food, beverages, and serving needs must be removed immediately following an event.
5. All garbage must be removed from the premises and disposed of by the applicant.
6. Red beverages are prohibited; this includes punches and red juices but excludes red wine and wine coolers served by an approved Temporary Alcohol Catering Permit holder.
7. All Caterers must be licensed by the state of Minnesota and must provide a copy of their current Catering license to the City at least two weeks prior to the event date. If an Approved Caterer is serving alcohol, all rules and regulations per the Agreement for Catering Service must be followed.

H. ALCOHOL

1. No alcoholic beverages shall be allowed in the Community Center EXCEPT for an event that contracts with an alcohol caterer and submits a Temporary Alcohol Catering Permit application.
2. The Temporary Alcohol Catering Permit application and \$50 fee must be submitted with the Community Center Rental Application.
3. Any event at which alcohol is served to 50 or more attendees requires hiring the Osseo Police Department to provide security at all times that alcohol is being served in the Community Center.
 - a. The Osseo Police Department must be contracted for a minimum of 3 hours; see current City of Osseo fee schedule for contract rates.
 - b. The applicant will cover all fees associated with the security measures.
4. Events with alcohol service require a damage deposit of \$350.
5. If an applicant serves alcohol at an event without a permit or according to policy, the applicant agrees to forfeit the full damage deposit.

I. LIABILITY

1. Neither the City of Osseo nor any of its employees or agents shall be liable in any manner for any claims, injuries, or damages of whatever nature incurred by any person using the Community Center due to the negligence or action of any party other than the City of Osseo, its employees, or agents.

2. The person signing the application is deemed to be the representative of the group or organization using the Community Center and shall be responsible for compliance with all rules and regulations pertaining to the use of the Center.

J. INSURANCE AND INDEMNIFICATION

1. The City reserves the right to require the renter of the Community Center to carry general liability insurance and name the City as an additional insured for any rental and for any reason. If insurance is required, the City will notify the renter in writing. Within two weeks after notification from the City, the renter must submit proof of insurance to the City. Failure to obtain the required insurance may result in the cancellation of the reservation.
2. On behalf of the below named organization, group, or individual, the undersigned does hereby request that the Osseo Community Center (facility) be reserved for its use for the dates and purpose as stated in the application. On behalf of the below named organization, group, or individual, I agree to all of the stated terms and conditions together with all other written rules and policies adopted by the City which govern the use of the Osseo Community Center.
3. The undersigned is familiar with the Community Center and that the facility is in good and clean condition, that it is safe to be used for the purposes set forth above, and that the undersigned will not allow any activity to be conducted during the time which it uses the facility which will or could lead to damage to personal property or personal injury to any person whatsoever.
4. The undersigned agrees that it shall be totally responsible for all loss or damage, or claims made by any person or any party that concerns use of the facility during the time the undersigned is using the Community Center. The City shall not be responsible for any loss or damage or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with the undersigned if such claims are made. The undersigned, for himself or herself and on behalf of the organization or group the undersigned agrees to defend, indemnify and hold harmless the City, its officers, council members, employees, and agents from and against any and all claims, liabilities, damages, injuries, illness or other loss, including attorneys' fees, arising out of or related to the use of the facility by the undersigned or the organization or group the undersigned represents. If the undersigned does not defend, indemnify, and hold the City harmless pursuant to the provisions of this Agreement, then the City may institute an action against the undersigned and all persons using the premises for recovery of all expenses and costs incurred by the City due to the failure to defend, indemnify, and hold the City harmless pursuant to the provisions of this paragraph.
5. The undersigned further agrees that if the signature of the undersigned is for and on behalf of an organization or group, that the organization or group has expressly authorized the undersigned to make this agreement on behalf of the organization or group and that the organization or group shall be bound by the undersigned's signature. The City may request that the undersigned furnish a certified copy of the resolution of the organization or association authorizing the undersigned to apply for use of the Community Center if, in its discretion, it determines necessary. Alternatively, the City may require all members of the organization or association or all of its officers or directors or members as it shall determine to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the facility in the manner provided herein. If the organization or association requesting use of the facility is not incorporated, by signing this request and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for use of the facility and that all members bear responsibility legally if the facility is not used properly and is not used in accordance with the terms of this request and agreement.
6. The undersigned understands and agrees that the use of the Community Center is subject to the payment of all fees and deposits as required by the City and that the undersigned will be responsible for the payment of all such fees and deposits as required when due.
7. The rental fee and all deposits payable to the City of Osseo shall accompany this application. The undersigned understands this application/request is subject to approval by the City. If the request is approved, this request shall become a binding agreement between the undersigned and the City of Osseo. If this request is not approved, all fees and deposits shall be refunded.

RENTAL FEES (ONE HALF DAY = UP TO 4 HOURS WEEKDAY/6 HOURS WEEKEND)	
Charitable Gambling Organizations	Rental fees are waived. Damage deposit required.
Residents, Osseo Businesses, <i>Osseo-Based Nonprofits*</i>	\$50 per one half day for either Community Room A or B (weekdays only); \$100 per one half day for use of <u>both</u> Room A and Room B.
Non-Residents, Other Businesses, <i>Other Nonprofits*</i>	\$150 per one half day for Community Room A or B (weekdays only); \$300 per one half day for use of <u>both</u> Room A and Room B.
<i>*Non-Profit Organizations</i>	<i>50% discount from either resident or non-resident rate, based on organization's physical address. *Legal proof of non-profit, tax-exempt status required.</i>

1. **RENTAL FEE** The rental fee and all deposits must accompany the signed application (recurring events pay quarterly in advance. No physical use of the facility shall be allowed under any circumstances unless all fees and deposits have been paid in full.

2. **CANCELLATIONS** If the applicant cancels the reservation, a cancellation fee of \$50 will be retained. The rental fee and deposits will be returned if the room becomes unavailable and the reservation is cancelled by the City of Osseo.

3. **DAMAGE AND CLEANUP DEPOSIT** In addition to the rental fee, a damage and cleanup deposit of \$250 shall be required. For events with alcohol service the deposit will be \$350. This shall be refunded within three weeks after the event, subject to any deductions.
 - a. Examples of causes that would result in withholding return of damage deposit include: if any damage to the facility or contents is done, if items owned by the facility are broken or lost, if the facility is not left clean and tidy, if the fire alarm system is activated unnecessarily, if the facility is not vacated at the time indicated on the application, and/or if all tables and chairs are not returned to their proper locations.
 - b. If applicant's use of the facility results in any public employee being required to respond to the facility for any cause attributable to applicant's use of the facility, and if the City incurs overtime wage expense for that employee's response, then the cost of such overtime wage expense shall be deducted from the applicant's deposit.
 - c. The applicant shall be responsible for any and all expenses that exceed the deposit.
 - d. City Staff will make efforts to inform the applicant by phone and email before charging the provided credit card information for cleanup costs which exceed the deposit.
 - e. The amount taken from the damage deposit will be determined by a calculation based on the amount of time required for the cleanup as follows:
 - a. \$50 for hour 1
 - b. \$50 for hour 2
 - c. \$70 for hour 3
 - d. \$70 for hour 4
 - e. \$90 for each additional hour
 - f. If damage to property occurs, the true replacement cost will be taken from the damage deposit or charged to the credit card if it exceeds the deposit.

4. **SET UP/RESET FEE** If the applicant requests the City to set up or reset tables and chairs for the meeting or event, a charge of \$50 per each occurrence of set up or reset will be required.

5. **ACCESS KEY** The charge for a lost access key is \$25.

6. **CLEANING** After use of the facility it shall be cleaned as provided by the general rules and regulations pertaining to the use and rental of the Community Center adopted by the City Council and attached in the CONDUCT section of this policy.
 - a. If clean-up work is not satisfactorily completed, the City shall have the facility cleaned and the undersigned agrees to pay for the charges of this cleanup.
7. **THE TEMPORARY ALCOHOL CATERING PERMIT** is an additional \$50.00. This permit is required for any event applying to serve alcohol.
8. **FEES FOR CHARITABLE GAMBLING ORGANIZATIONS.** Rental fees are waived for those rentals by Charitable Gambling Organizations; however Charitable Gambling Organizations are still required to submit a damage and cleanup deposit pursuant to paragraph 2 and pay the charges and fees specified in paragraphs 3, 4, 5 and 6 of this section K.
9. **SPECIAL CONSIDERATION FOR REDUCED FEES** The City Council may set special fees or vary or waive fees for special conditions or circumstances where the applicant has performed a commensurate service to the City. To request reduced fees, contact City staff.
10. The person signing the application must be 18 years or older, is deemed to be the representative of the group or organization using the Community Center and shall be responsible for compliance with all rules and regulations pertaining to the use of the Center.
11. There shall be no subletting or assignment of reservations.
 - a. A resident of Osseo cannot reserve the facility for non-residents.
12. Failure to conform to any policies or rules for use of the Community Center may result in forfeiture of future use privileges, as well as forfeiture of any deposits.



APPLICATION FOR USE & RENTAL OF THE OSSEO COMMUNITY CENTER

Information provided to the City of Osseo may be considered public data pursuant to data practices law and the City will comply with all applicable laws if the information is subject to a data request.

Applicant/Contact Person: _____
 Street Address _____
 City, State, Zip _____
 Phone # (Day and Evening) _____
 Organization/Business if different from Applicant: _____
 Mailing Address: _____

Room(s) Desired: Room A _____ Room B _____ Both _____

Use: Weekday Weekend Date(s) of: _____

Time of Use: From: _____ am/pm to: _____ am/pm

Total Number of Hours Community Center will be used (include set-up & take-down): _____

Purpose of Meeting/Event: _____

Number of Participants: _____

Fee charged or donations solicited from participants? Yes _____ No _____ If so, how much: _____

Will food or refreshments be served? Yes _____ No _____ What type: _____

Will alcohol be served? Yes _____ No _____ What type: _____

Caterer's Name: _____

Address: _____ Phone#: _____

I HAVE READ AND AGREE TO THE CONDITIONS OF THE ATTACHED CONTRACT. I UNDERSTAND THAT THE CITY OF OSSEO MAY CANCEL ANY RESERVED MEETING OR EVENT.

Date: _____ Name of individual, organization, group, or Approved Caterer _____

Email: _____ Signature of applicant _____

This application approved/rejected by: Date _____ By _____

Rental & event fees for event received on: Date _____ Amount _____ Check# _____

Damage and cleanup deposit received on: Date _____ Amount _____ Check# _____

Caterer's permit application received on: Date _____ Amount _____ Check# _____

Deposit(s) returned to applicant on: Date _____ Amount _____ Check # _____

Major Credit Card Form

To be held in the event damages exceed damage deposit.

Cardholder Name (as shown on card): _____

Card Number: _____

Expiration Date (mm/yy): _____

Card Holder Zip Code (from credit card billing address): _____

I, _____, authorize the City of Osseo to charge my credit card for damages exceeding the damage deposit. I understand that my information will be destroyed following this payment, or the return of my security deposit, following my rental.

Customer Signature

Date

Please return this application to Osseo City Hall, 415 Central Avenue, Osseo, MN 55369



City of Osseo City Council Meeting Item

Agenda Item: Approve Updated Gateway Sign Policy

Meeting Date: April 22, 2024

Prepared by: Riley Grams, City Administrator

Attachments: Updated Draft Redline Gateway Sign Policy
Clean Draft Gateway Sign Policy

Policy Consideration:

Consider approving the attached updated Gateway Sign policy.

Background:

The City Council reviewed the Gateway Sign policy at their work session on February 26, and provided direction to Staff to work with the Budget and Finance Committee (Mayor Poppe and Councilmember Schulz) to develop recommended updates to the policy. Staff met with the Budget and Finance Committee on March 19 to develop recommended policy language changes. Below is a summary of the noted language changes outlined in the attached draft policy:

Page 1, Permitted Messaging: Adds clarifying language.

Page 1, Who May Post Messages: Adds organizations who operate charitable gambling operations to those who may post messages.

Page 2, Message Application Process: Removed example of duration of display.

Page 2, Fees: Includes language to state that organizations who operate charitable gambling in the City will not be assessed a fee to post on the Gateway Sign (and lists the current organizations).

City Goals Met By This Action:

Update City policies

Options:

The City Council may choose to:

1. Approve the updated Gateway Sign policy;
2. Approve the updated Gateway Sign policy, with noted changes/as amended;
3. Deny approving the updated Gateway Sign policy;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the updated Gateway Sign policy.

GATEWAY SIGN POLICY CITY OF OSSEO

Intent: _____ The City of Osseo (“City”) has constructed the Gateway Sign as a method to disseminate information of general public interest to residents of the City as well as the general public. This policy (“Policy”) aims to outline the use of the sign and how to submit an application to display a message.

Purpose: _____ The Gateway Sign was constructed with funds from both the Hennepin County Business District Initiative and the Osseo EDA. These funds were dedicated to the Gateway Sign in anticipation of the positive impact that it would have on economic development activity within the City. The Gateway Sign was generally designed to:

1. Provide information about the City of Osseo;
2. Provide information about city-sponsored events;
3. Provide information about businesses and commercial events located within the City; and
4. Provide information about governmental agencies or elected or appointed officials serving the residents of Osseo.

Rights: _____ The City retains the right to update this Policy at any time in the future without notice. Further, the City may edit any messages being displayed on the Gateway Sign in any manner deemed necessary (e.g., clarity, length, etc.). Finally, display of any message on the Gateway Sign is subject to space availability and at the sole discretion of the City. This Policy does not create a public forum for public discourse or expressive activity, nor does it provide a general forum for commercial advertisement on the Gateway Sign.

Permitted Messaging: _____ In recognition of the purpose of the Gateway Sign, the City has determined that the following types of messages may be displayed on the Gateway Sign:

1. City messages (e.g., meeting information, city-sponsored events, snow emergencies, etc.);
2. [Messages from businesses, organizations, government agencies, and public institutions](#), ~~messages~~ if such messages meet the requirements of this Policy, subject to space availability, application, and approval.

Campaign messages, position statements, or other expressive activity are not types of permitted messaging.

Who May Post Messages: _____ Any entity that has its principal place of business or address within the City of Osseo, [organizations whose charitable gambling operations benefit the City](#), or any governmental agency or elected or appointed official serving the residents of Osseo, is

eligible to submit an application for a message to be displayed on the Gateway Sign, subject to space availability and at the sole discretion of the City. Examples include Osseo businesses, schools, community groups, government representatives, etc.

Allowable Messages: — The following is a list of messages that are allowed to be displayed on the Gateway Sign. This list is not exhaustive, but the City retains sole discretion to determine whether any type of message not included in this list complies with the spirit of this Policy:

1. Messages identifying the name and location of businesses, commercial properties, and public institutions within the City;
2. Events taking place within the City, such as concerts, car shows, or other events open to the public; and
3. Limited-time sales and promotions occurring within the City and open to the public.
4. Announcements from governmental agencies or elected or appointed officials serving the residents of Osseo.

Message Application Process: — Any entity wishing to submit a message to be displayed on the Gateway Sign must fill out an application on a form approved by the City. All applications must include the message that is proposed to be displayed on the Gateway Sign, along with the duration for such display ~~(e.g., one week or less)~~. City staff will not accept incomplete applications. The deadline to submit an application for display the following week beginning on Monday at noon (or later, at applicant's request) is the preceding Thursday at 7:30 a.m. Approved signs will be displayed for approximately seven days per application (or fewer, if applicant requests start time later than Monday at noon).

Application Review: — City staff will be solely responsible for reviewing applications submitted pursuant to this Policy and determining whether such applications satisfy the requirements herein. Any decision made by City staff under this Policy may be appealed to the City Council upon written notice of the applicant's intent to appeal. Written notice must be provided to the City Administrator within 10 days of the time upon which the administrative decision being appealed is made.

Fees: — An application fee as established by the current City Fee Schedule will be included with every message application. Messages displayed by the City (e.g., notice of a city council meeting or City event) or for public safety purposes (e.g., amber alert, snow emergency) will not be assessed a fee. [In addition, a fee will not be assessed for messages from the following organizations whose charitable gambling operations benefit the City: \(a\) the Osseo Lions Club, \(b\) the Osseo Fire Department Relief Association, \(c\) the Osseo/Maple Grove American Legion, and \(d\) the Osseo Maple Grove Hockey Association.](#) All other messages are subject to the message application fee. The City will return the application fee for messages that are not displayed. For messages that are approved and displayed, the fee is non-refundable. The City

Council may set special fees or waive fees for special conditions or circumstances, including where the applicant or event has performed or will perform a commensurate service to the City. To request reduced or waived fees, contact City staff. Any request to reduce or waive fees must be approved by the City Council.

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1. Emergency notifications and other messages pertaining to the health and safety of the public will have the first priority on the sign and will supersede any regularly-scheduled messages on the sign;
2. City-sponsored messages or other messages of general public interest; and
3. Commercial messages will be displayed in the order in which they were received, where possible. All commercial messages will be on a “first-come, first-served” basis. If the number of applications exceeds the number of available message slots, City staff will notify any outstanding applicants to determine whether the applicant wishes to display their message at another time. The City also reserves the right to give preference to those entities that have not utilized the Gateway Sign in the prior thirty days.

Administrative Procedures: —City staff will be responsible for creating and posting all messages on the Gateway Sign. In order to manage administrative burden, City staff will only change the messages on the Gateway Sign once per week, except that emergency or City-sponsored messages can be changed as the City determines is appropriate or necessary. Each message that is approved on the Gateway Sign will be displayed beginning at (or after, at applicant’s request) approximately noon on Monday until approximately noon the following Monday (or before, at applicant’s request).

Approved by the Osseo City Council on April 9, 2018, [revised April —22, 2024.](#)

Mayor Duane Poppe

City Administrator Riley Grams

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Approved by the Osseo City Council on April 9, 2018, revised April 22, 2024.

Mayor Duane Poppe

City Administrator Riley Grams



City of Osseo City Council Meeting Item

Agenda Item: Approve Updated 2024 Fee Schedule

Meeting Date: April 22, 2024
Prepared by: Katrina Jones, City Clerk

Attachments: Fee Schedule
Resolution

Background:

Consider approving the updated attached Fee Schedule via Resolution.

Discussion:

Staff has reviewed the fee schedule for 2024 and is recommending the following proposed changes, highlighted in yellow, included in the attached fee schedule:

Community Center Cleanup and Cancelation Charges:

The Council will be considering approval of the Community Center policy updates at the April 22, 2024, meeting. If approved, Staff recommends adding the hourly rates for Staff cleanup charges and cancelation fee to the fee schedule.

Rental Housing Reinspection Fee:

Rum River Consultants is recommending changing how the reinspection fee is charged, as currently there is a \$100 fee for each unit, which can add up quickly, and instead they are recommending a flat rate trip fee of \$95 and then an hourly rate for anything beyond an hour if there are multiple units.

Utility Charges: Updated per Resolution 2024-14 Sanitary Sewer, Resolution 2024-15 Storm Sewer, Resolution 2024-16 Water, effective January 1, 2024.

City Goals Met by This Action:

Increase communication with citizens and encourage citizen engagement.

Options:

The City Council may choose to:

1. Approve the resolution updating the attached Fee Schedule for 2024;
2. Deny approval of the resolution updating the attached Fee Schedule for 2024;

3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the resolution updating the attached Fee Schedule for 2024.

2024 Fee Schedule

**CITY OF OSSEO
FEE SCHEDULE**

Phone 763-425-2624
effective 4/23/2024

Administration	Fee	Proposed	Fee Notes
Address Label List	\$25		
Audio Tape Copy	\$25		
Audit Book Copy	\$25		
CD Copy	\$25		
City Code (Ordinances) Photocopy	\$25		
Community Center Rental			
Weekdays, per room	\$50		Osseo residents & businesses, up to four hours
Weekdays, per room	\$150		non-residents & businesses, up to four hours
Weekends, must rent both rooms	\$100		Osseo residents & businesses, up to six hours
Weekends, must rent both rooms	\$300		non-residents & businesses, up to six hours
	50% off		tax exempt non-profit organizations, must be registered
Rental Cancellation Fee		\$50	Applicant cancels reservation, deducted from collected fees
Damage Deposit (refundable)	\$250/\$350*		*events with alcohol
Cleanup Charges- Staff Time		\$50 hour 1, \$50 hour 2, \$70 hour 3, \$70 hour 4, \$90 for each additional hour	
Copies - single-sided black & white - up to 10	free		or, up to 6 double-sided, or 2 color or oversized
11-100	\$0.25		each
Copies over 100	**		**actual cost (staff time @ \$20/hr)
Double-sided black & white	\$0.40		each, for more than 6
Color or pictures	\$1.00		each, for more than 2
Electronic Data up to 20 minutes	free		
Electronic Data over 20 minutes	**		**actual cost (staff time @ \$20/hr)
Digital Photo/DVD/VHS Copy	\$25		each photo or tape
Franchise Fees Electric			2% per month
Gas			2% per month
Gateway Sign Message Application	\$100		per slide, per week
Garbage/Recycling/Yard Waste Collection	per contract		residential only
Delinquent Bills - County Certification	10% of balance, up to \$30+		admin fee per PID + interest
Late Fees	10%		per month
Mailing Costs of Copies/Reports	at cost		
NSF Check	\$30		
Notary Services	N/C		
Special Events			
Permit Application Fee	\$50		non-refundable
Special Services (see hourly rates for each dept)			**actual cost for staff time / deposit refundable, if not used
Staff Time - Administration			
City Staff -- Professional	\$85/hour		
City Staff -- Administrative Support	\$60/hour		
Building - Commercial	Fee		Fee Notes
Building Permit Fee	valuation		2003 Fee Schedule *
Plan Review			65% of permit fee
Building Without Permit	double fee		double cost of permit fee amount
Demolition - Commercial or Industrial	\$251		+ \$5,000 deposit (includes state surcharge)
Electrical			See Exhibit A
Fire Alarm Systems	valuation		2003 Fee Schedule *
Plan Review			65% of permit fee
Mechanical	valuation		2003 Fee Schedule *
Plan Review			65% of permit fee
Moved Building	valuation		2003 Fee Schedule *
Plumbing	valuation		2003 Fee Schedule *
Plan Review			65% of permit fee
Building - Residential	Fee		Fee Notes
Accessory Structure (<= 200 sq ft)	\$50		zoning permit + anchoring inspection
Accessory Structure (> 200 sq ft)	valuation		2003 Fee Schedule *

2024 Fee Schedule

Backflow Preventer - Irrigation	\$51		includes state surcharge
Building Permit Fee	valuation		2003 Fee Schedule *
Plan Review			65% plan review fee
Building Without Permit	double fee		double cost of permit
Demolition (Garage or Shed)	\$76		+ \$1,000 deposit (includes state surcharge)
Demolition (House)	\$151		+ \$1,000 deposit (includes state surcharge)
Electrical			See Exhibit A
Fence (<= 6 ft)	\$50		zoning permit
Fence (> 6 ft)	valuation		2003 Fee Schedule *
Fireplace Construction	valuation		2003 Fee Schedule *
Fireplace Insert	\$101		includes state surcharge
Moved House In	valuation		2003 Fee Schedule *
Mechanical - (per unit cost) Furnace, A/C, etc.	\$101		includes state surcharge; needs separate electrical permit
Mechanical - Ductwork, Gas Piping	\$101		includes state surcharge
Alterations, Miscellaneous			
Plumbing (1-5 fixtures)	\$76		includes state surcharge
Each Additional	\$5		
Replace Windows	\$101		includes state surcharge
Re-roof	\$126		includes state surcharge
Re-side	\$126		includes state surcharge; needs separate electrical permit
Re-side Stucco	\$151		includes state surcharge
Underground Tank Removal	\$126		includes state surcharge
Water Heater	\$101		includes state surcharge
Water Softener	\$76		includes state surcharge
<i>All other fees not covered by this fee schedule minimum \$50 or valuation, whichever is greater</i>			
Business Licenses			
	Fee		Fee Notes
Amusement Machines	\$15		per machine per year
Investigation Fee	\$300/\$500		\$300 individual; \$500 partnership/corporation (initial)
License Fee	\$15		per location per year
Edible Cannabinoid Products Containing THC	\$500		must possess liquor (exclusive or on-sale) or tobacco license; valid until March 1, 2025 or the OCM assumes licensing
Liquor			
Consumption & Display	\$300		state fee may also apply, annual renewal on March 31
Consumption & Display one day	\$50		
Investigation Fee	\$300/\$500		\$300 individual; \$500 partnership/corporation (initial) *valid CUP for property also needed
Off Sale			
Beer 3.2 Off Sale	\$50		annual renewal on July 1
Brew Pub Off Sale	\$200		state fee may also apply, annual renewal on July 1
Brewer Off Sale	\$200		state fee may also apply, annual renewal on July 1
Intoxicating Off Sale	\$240		annual renewal on July 1
Microdistillery Off Sale	\$200		annual renewal on July 1
Wine Temporary Off Sale	\$50/day		
On Sale			
Beer 3.2 On Sale	\$300		annual renewal on July 1
Beer 3.2 On Sale Temporary	\$50/day		
Brew Pub On Sale	\$600		state fee may also apply, annual renewal on July 1
Brewer Temporary On Sale	\$50/day		
Brewer Taproom	\$600		state fee may also apply, annual renewal on July 1
Club			
Up to 200 members	\$300;		
201-500 members	\$500;		
501-1,000 members	\$650;		
1,001-2,000 members	\$800;		
2,001-4,000 members	\$1,000;		
4,001-6,000 members	\$2,000;		
over 6,000 members	\$3,000		(depends on number of members)
Culinary Class Limited	\$300		annual renewal on July 1
Intoxicating On Sale	\$6,000		annual renewal on July 1
Microdistillery Cocktail Room	\$600		state fee may also apply, annual renewal on July 1
Microdistillery Temporary On Sale	\$50/day		
Sunday On Sale	\$200		annual renewal on July 1
Temporary Intoxicating On Sale	\$50/day		
Wine On Sale	\$650		annual renewal on July 1

2024 Fee Schedule

Pawnbrokers License	\$250		initial fee
Investigation Fee	\$300/\$500		\$300 individual; \$500 partnership/corporation (initial)
License Fee	\$12,000		annual fee
Peddlers Permits			
Registration	\$15		criminal background check
Solicitors	registration only		per calendar year
Peddlers & Transient Merchant License (in addition to registration)	\$15		1 day
	\$25		7 days
	\$50		30 days
	\$150		365 days
Sexually-Oriented Business License	\$5,000		annual fee
Investigation Fee	\$300/\$500		\$300 individual; \$500 partnership/corporation (initial)
Tobacco License	\$250		annual renewal on July 1
Investigation Fee	\$300/\$500		\$300 individual; \$500 partnership/corporation (initial)
Parks	Fee		Fee Notes
Bandshell Use in Boerboom Park	N/C		Osseo residents and businesses, up to one hour
	\$30		Osseo residents and businesses, one to four hours
	\$50		non-residents & businesses, up to four hours
	50% off		tax exempt non-profit organizations, must be registered
Picnic Shelter Use in Sipe Park	\$30		Osseo residents and businesses, up to four hours
	\$50		non-residents & businesses, up to four hours
	\$25		per additional garbage can requested
	50% off		tax exempt non-profit organizations, must be registered
Sipe Park Ballfield Use	N/C		must register with Public Works at 763-425-5741
Planning & Zoning	Fee		Fee Notes
Appeal Administrative Decision ***	\$200		
Comprehensive Plan Copy	\$50		
Comprehensive Plan Amendment ***	\$600		
Conditional Use Permits ***	\$500		
Conditional Use Permit Amendment **	\$250		
Recording of Documents by City	\$75 + recording costs		recording costs established by Hennepin County; vary by document number & type
Grading/Fill/Excavation Permit			
< = 50 cubic yards	\$60		
51-100 cubic yards	\$125		
Above 100 cubic yards	\$250		
Above 1,000 cubic yards	\$750		Council approval needed if not part of development approval
Grading Permit Review	\$150		
Minor Subdivision or Lot Combination ***	\$500		
Park Dedication Fees			
Residential	\$750		per unit or acre, whichever is greatest (acreage rounded up to next whole acre)
Commercial/Industrial	\$750		per building, acre, or 10,000 SF floor area, whichever is greatest (acreage rounded up to next whole acre & SF rounded up to next higher 10,000 SF)
Planned Unit Development ***	\$1,250		
Planned Unit Development Amendment	\$300		
Plat Review	\$550		
Rezoning Application ***	\$550		
Site or Building Plan Review ***	\$550		
Vacation of Property***	\$550		
Variances ***	\$550		
Zoning Verification Letter	\$25		
<i>*** Denotes developer and/or third party responsibility for City accrued expenses - staff & legal time, printing, mailing, etc.</i>			
Public Safety	Fee		Fee Notes
Administrative Fine Ordinance Violations			
Code 70.31-Traffic	\$60		
Code 71.01(A)-Parking	\$20		
Code 71.01(B)-Parking	\$20		

2024 Fee Schedule

Code 71.01(C)-Parking	\$20		
Code 71.02(A)-Parking	\$20		
Code 71.03(A)-Parking	\$20		
Code 71.04-Parking	\$20		
Code 71.06-Parking	\$20		
Code 71.07(A)-Parking	\$20		
Code 71.07(B)-Parking	\$20		
Code 93.16(F)-Criminal	\$40		
Code 93.16(H)-Criminal	\$40		
Code 93.18(F)-Criminal	\$40		
Code 93.18(T)-Criminal	\$40		
Code 93.19(B)(1)-Criminal	\$40		
Code 93.20(A)-Criminal	\$40		
Code 94.31(A)-Criminal	\$40		
Code 94.31(B)-Criminal	\$40		
Code 94.45-Criminal	\$40		
CD Copy	\$25		
Copies - Single-sided	\$0.25		
Doubled-sided	\$0.40		
Oversized	\$1		
Color or Pictures	\$1		
Digital Photo/DVD/VHS Copy	\$25		each photo or tape
Dog, Dangerous Dog License	\$50		annual registration fee
Dog Impound Fees (1st Pickup-Calendar Year)	\$50		+ boarding fees
2nd Pickup	\$75		+ boarding fees
3rd Pickup or more	\$100		+ boarding fees
			<i>fees are doubled if dangerous dog is unlicensed</i>
Fingerprinting	\$25		per card (Osseo residents & businesses free)
Fire False Alarm (1st in Calendar Year)	N/C		
2nd	N/C		
3rd or more	\$200		
Fire Safety Inspections (commercial)			
Initial Safety Inspection & 1st Follow-up	N/C		
2nd	\$100		each
3rd	\$150		each
4th or more	\$200		each
School (Public) Initial Insp & 2 Follow-ups	\$0.01		per building SF
3rd or more	\$0.01		per building SF
School (Charter) Initial Insp & 2 Follow-ups	\$100		each
3rd or more	\$50		each
Commercial Hood Cleaning	\$50		annual permit
Golf (Motorized) Cart	\$25		
Liquor Administrative Penalty - 1st Violation	\$500		within 3 year period
2nd Violation	\$1,000		within 3 year period
3rd or more Violations	\$2,000		within 3 year period
Police False Alarm - 1st, 2nd, 3rd	\$0		no charge
4th-10th	\$50		each
11th-15th	\$100		each
16th or more	\$150		each
Seized/Impounded Property Fees	\$20		per day
Seized Vehicle/Forfeiture Administrative Fee	\$500		
2nd	\$750		within 2 year period
3rd or more	\$1,000		within 2 year period
Minors	\$50		+ referral to dependency counseling; if no fine, community
Providers & Other Individuals	\$50		
Staff Time/Police Services Time			1.5 times top officer pay + benefits per hour per officer
Towing			actual cost incurred by towing agency
Vehicle Impound Release Fee	\$10		
Public Works	Fee		Fee Notes
Boulevard Feature Permit	\$40		one-time fee due at issuance of new permit
Equipment Charge	\$63		bucket truck per 1/2 hour (minimum charge 1/2 hr)
	\$50		dump truck per 1/2 hour (minimum charge 1/2 hr)
	\$75		pay loader per 1/2 hour (minimum charge 1/2 hr)
	\$38		skid loader per 1/2 hour (minimum charge 1/2 hr)
Re-inspection	\$75		

2024 Fee Schedule

Right-of-Way Permit	\$100		administration & inspection
Aerial (per 100 linear feet)	\$15		
Directional Bore (per 100 feet)	\$100		+ \$5,000 bond, cashier's check, or letter of credit req'd
Hole in Boulevard	\$75		+ \$5,000 bond, cashier's check, or letter of credit req'd
Street Excavation (per hole)	\$300		+ \$10,000 bond, cashier's check, or letter of credit req'd
Trench (per 100 linear feet)	\$150		+ \$5,000 bond, cashier's check, or letter of credit req'd
ROW Obstruction (no excavation)	N/C		day 1
Days 2-7	\$15		per day
Days 8+	\$30		per day
Staff Time - Public Works Director	\$125		per hour
Maintenance	\$85		per hour
Small Cell Wireless Facility Rent	\$175/yr		\$150/year rent + \$25/year maintenance fee
Small Cell Wireless Electricity (<=100 watts)	\$73		per node/year; per State Statute
Small Cell Wireless Electricity (>100 watts)	\$182		per node/year; per State Statute
Work without Required Permit	double fee		double cost of permit fee amount
Unpaid Special Services Charges- County Certification	\$30+		admin fee per PID + interest
Rental Housing Licensing	Fee		Fee Notes
Single Family, Duplex, Triplex, Townhome, Condo	\$185		per unit
Multi-Family 4+ units (annual inspection)	\$175		
Multi-Family 4+ units (biennial inspection)	\$25		per unit
Reinspection Fee (after initial inspection and follow-up inspection)	\$100	\$95	per hour/inspection - whichever is greater (minimum charge of 1 hour)
1-15 Days Late Fee for All Licenses	50%		of license fee
16+ Days Late Fee for All Licenses	100%		of license fee
Point of Conversion Fee	\$750		
Signs	Fee		Fee Notes
Class A & B Signs**	\$75 + \$0.50/sq ft		** may require building inspector approval + plan review per 2003 Fee Schedule
Class C "Dynamic, Temporary" Signs	\$50		7 day period; 3 per calendar year maximum
Utility Fees	Fee		Fee Notes
Delinquent Bills - County Certification	\$30+		admin fee per PID + interest
Overdue/Unpaid Bills			cost + 10% per quarter
Private Hydrants			
Flushing	\$40		per hydrant
Sewer Usage Charge (quarterly)	\$58.77+	\$62.88+	base of \$62.88 + \$12.10/1000 gallons above 15,000, single family residential quarterly sewer billings will be based on the lesser of the winter quarter water usage or the actual quarterly usage, but not less than the 15,000 gallons included in the base charge (effective January 1, 2024)
Storm Water Charge (quarterly)	\$43.82	\$47.00	per Residential Equivalency Factor (REF) (effective January 1, 2024)
Temporary Hydrant Meters			
Construction (per month)	\$50		
Construction (Deposit)	\$1,000		
Damaged Hydrant			at cost
Damaged Water Main			at cost
Water Usage Charge (quarterly)			All water rates effective January 1, 2024
RESIDENTIAL flat rate minimum			
up to 1" meter	\$21.84	\$23.15	
1.5" meter	\$35.52	\$37.65	
2" meter	\$47.36	\$50.20	
3" meter	\$118.39	\$125.50	
4" meter or larger	\$473.58	\$502.00	
RESIDENTIAL Tier 1 (0 to 10,000 gal)	\$3.00	\$3.18	per 1,000 gallons
Tier 2 (10,001 to 16,000 gal)	\$4.35	\$4.61	per 1,000 gallons
Tier 3 (16,001 to 24,000 gal)	\$6.09	\$6.46	per 1,000 gallons
Tier 4 (over 24,000 gal)	\$8.53	\$9.04	per 1,000 gallons
MULTI FAMILY all usage	\$4.83	\$5.12	per 1,000 gallons
COMMERCIAL Tier 1 (up to 50,000 gal)	\$3.80	\$4.03	per 1,000 gallons
Tier 2 (50,001-100,000 gal)	\$4.37	\$4.63	per 1,000 gallons
Tier 3 (100,001-125,000 gal)	\$5.46	\$5.79	per 1,000 gallons
Tier 4 (over 125,000 gal)	\$7.10	\$7.53	per 1,000 gallons
IRRIGATION all usage	\$8.53	\$9.04	per 1,000 gallons

2024 Fee Schedule

BULK WATER SALES all usage	\$8.53	\$9.04	per 1,000 gallons
Utility Customer List	\$25		
Utility Trunk Charges	Fee		Fee Notes
Inflow & Infiltration Violation	\$500		per quarter
Sanitary Sewer Non-Compliance	\$100		per month
Sewer Access Charge (SAC)			
MCES (Met Council)	\$2,485		per unit
City Residential	\$500		per residential unit
City Commercial/Industrial	\$2,500		per MCES SAC unit
Sewer Connection Permits			
Permit/Inspection Fee Residential	\$75		
Permit/Inspection Fee Commercial/Ind			2% of contract value
Disconnect/Shut-off	\$60		
Excavation	\$150		+ \$10,000 bond, cashier's check, or letter of credit
Re-connect after Shutoff	\$150		
Repair	\$100		
Storm Water Permit			
Permit/Inspection Fee			2% of contract value
Excavation	\$150		+ \$10,000 bond, cashier's check, or letter of credit
Repair	\$100		
Water Access Charge (WAC)			
Residential	\$1,260		per unit
Commercial & Industrial	\$6,000		per connection
Churches	\$3,000		
Parks	\$750		
Water Connection Permits			
Permit/Inspection Fee Residential	\$75		
Permit/Inspection Fee Commercial/ Industrial			2% of contract value
Disconnect/Shut-off	\$75		
New Water Line/upgrade 1"	\$25		
New Water Line/upgrade over 1"	\$35		
New Water Line/upgrade 6"	\$200		
Repair	\$75		
Re-connect after Shutoff	\$150		
Water Meter	20% over cost		

Resolution No. 2024-XX

RESOLUTION AMENDING FEE SCHEDULE UPDATES FOR 2024

WHEREAS, the City Council has reviewed the fees that are charged for providing specific services in the City of Osseo; and

WHEREAS, upon reviewing all fees and receiving City staff recommendations, the Council feels it is necessary to adjust or add certain fees and policies so that they more accurately reflect the cost of providing services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Osseo, Hennepin County, Minnesota, that the attached fee structure, is hereby amended as proposed and effective April 23, 2024, unless otherwise noted on the fee schedule as effective prior.



City of Osseo City Council Meeting Item

Agenda Item: CLOSED SESSION – City Administrator Quarterly Review

Meeting Date: April 22, 2024
Prepared by: Riley Grams, City Administrator

Attachments: None

Policy Consideration:

Consider entering into a closed session to conduct the City Administrator quarterly review.

Background:

The Council HR Committee has asked to conduct a closed session quarterly review of the City Administrator with the entire Council.

Under Minnesota Statute regarding the Open Meeting Law, after a public body meets in a closed session to evaluate the performance of an employee, the body is required to summarize the conclusions regarding the evaluation at its next open meeting. A summary of the closed session proceedings will be given at the next open meeting, on May 13, 2024.

Recommendation/Action Requested:

Staff recommends the City Council motion to close the meeting pursuant to Minnesota Statutes Section 13D.05, subd. 3(a), convene to a closed meeting to conduct the review, and then re-open the meeting and announce that a summary will be given at the meeting on May 13, 2024.



Osseo, MN

10 H

Pending Expense Approval Report

By Vendor Name

APPKT00303

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Vendor: Accurate Auto & Tire Service					
Accurate Auto & Tire Service	1003639	Squad car exhaust testing	Vehicle Repairs/Maintenance	101-41900-217	114.82
Vendor Accurate Auto & Tire Service Total:					114.82
Vendor: Action Fleet, LLC					
Action Fleet, LLC	I19331	Uniform Ear Piece - Palomata	Uniforms/Gear	101-41900-218	129.00
Vendor Action Fleet, LLC Total:					129.00
Vendor: Aflac					
Aflac	661047	Apr 2024 Premium	Medical/Dental/Life/Ltd	101-21706	234.42
Vendor Aflac Total:					234.42
Vendor: Amazon Capital Services, Inc					
Amazon Capital Services, Inc	1FFL-NFNG-CHM3	Operating Supp - Amt Due Aft	Operations	101-41920-211	56.65
Vendor Amazon Capital Services, Inc Total:					56.65
Vendor: Berglund, Baumgartner, Kimball & Glaser, LLC					
Berglund, Baumgartner, Kimb	04.09.24	Mar 2024 Criminal Prosecutio	Legal Service - Prosecution	101-41500-306	1,412.85
Vendor Berglund, Baumgartner, Kimball & Glaser, LLC Total:					1,412.85
Vendor: Canon Financial Services, Inc.					
Canon Financial Services, Inc.	32369503	Printer Lease	Leases/Rentals	101-41110-410	346.92
Vendor Canon Financial Services, Inc. Total:					346.92
Vendor: Centerpoint Energy					
Centerpoint Energy	04.05.24	Gas Utility 2/29/24 - 3/29/24	Natural Gas Service	101-41700-390	510.49
Centerpoint Energy	04.05.24	Gas Utility 2/29/24 - 3/29/24	Natural Gas Service	101-41800-390	112.06
Centerpoint Energy	04.05.24	Gas Utility 2/29/24 - 3/29/24	Natural Gas Service	101-42000-390	316.56
Centerpoint Energy	04.05.24	Gas Utility - Sipe Park	Natural Gas Service	101-42350-390	66.65
Centerpoint Energy	04.05.24	Gas Utility 2/29/24 - 3/29/24	Natural Gas Service	602-49400-390	17.44
Vendor Centerpoint Energy Total:					1,023.20
Vendor: Central Telephone					
Central Telephone	10709	Apr 2024 Monthly Phone Cha	Telecommunications	101-41700-321	916.70
Vendor Central Telephone Total:					916.70
Vendor: Citywide Service Corp - Towing					
Citywide Service Corp - Towin	76630	Tow of stolen city truck	Operations	101-42000-211	570.00
Vendor Citywide Service Corp - Towing Total:					570.00
Vendor: Created By Me Photography, LLC					
Created By Me Photography, L	002919	2024 City Event Photography	Other Professional Services	101-41350-310	1,000.00
Vendor Created By Me Photography, LLC Total:					1,000.00
Vendor: Earl F Andersen					
Earl F Andersen	0135680-IN	City Signs	Street Maintenance/Signage	101-42000-224	999.16
Vendor Earl F Andersen Total:					999.16
Vendor: ECM Publishers Inc					
ECM Publishers Inc	990819	Interactive Tech - Vickerman	Printing/Publishing Service	101-41110-351	88.75
Vendor ECM Publishers Inc Total:					88.75
Vendor: Eftps - Fit And Fica					
Eftps - Fit And Fica	INV0000759	Federal Tax	Federal Withholding	101-21701	6,666.12
Eftps - Fit And Fica	INV0000759	Medicare	Fica Withholding	101-21703	2,196.30
Eftps - Fit And Fica	INV0000759	Social Security	Fica Withholding	101-21703	5,196.28
Vendor Eftps - Fit And Fica Total:					14,058.70
Vendor: Element Technologies LLC					
Element Technologies LLC	SLA72777	Apr 2024 Monthly Billing	It Service	101-41515-302	6,027.16
Element Technologies LLC	IVC72485	Setup PD Squad Computers	It Service	101-41900-302	675.00
Vendor Element Technologies LLC Total:					6,702.16

Pending Expense Approval Report

Packet: APPKT00303

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Vendor: Ess Brothers & Sons, Inc					
Ess Brothers & Sons, Inc	EE1545	Public works gate replacemen	Equip Repair/ Maintenance	604-49400-221	221.10
Vendor Ess Brothers & Sons, Inc Total:					221.10
Vendor: Finken Water Solutions					
Finken Water Solutions	11671TN	Water & Delivery CH	Operations	101-41700-211	12.45
Finken Water Solutions	11672TN	PD Water Svc	Leases/Rentals	101-41900-410	50.45
Finken Water Solutions	1418659	Apr 2024 CH Cook & Cold Ren	Operations	101-41700-211	13.00
Finken Water Solutions	1418660	April 2024 PD Water Service	Leases/Rentals	101-41900-410	8.00
Finken Water Solutions	1418661	Rental Property Water Soften	State Sales Tax	101-21550	3.15
Finken Water Solutions	1418661	Rental Property Water Soften	Rental Property Expenses	205-42350-801	34.95
Finken Water Solutions	1422447	March 2024 Finance Charge	Operations	101-41700-211	3.00
Finken Water Solutions	1422448	Rental Prop Water Softener R	Rental Property Expenses	205-42350-801	3.00
Vendor Finken Water Solutions Total:					128.00
Vendor: Further					
Further	04.09.24	April 2024 HSA Admin Fee	Med/Den/Life/Ltd/Std Insura	101-41110-130	32.50
Further	INV0000748	Employee HSA	Employee H.S.A Contribution	101-21711	983.23
Vendor Further Total:					1,015.73
Vendor: Gary A Groen, CPA (inactive)					
Gary A Groen, CPA (inactive)	Mar 2024	August 2022 Financial consul	Accounting/Auditing	101-41550-301	900.00
Gary A Groen, CPA (inactive)	Mar 2024	August 2022 Financial consul	Accounting/Auditing	601-49400-301	562.50
Gary A Groen, CPA (inactive)	Mar 2024	August 2022 Financial consul	Accounting/Auditing	602-49400-301	562.50
Gary A Groen, CPA (inactive)	Mar 2024	August 2022 Financial consul	Accounting/Auditing	604-49400-301	225.00
Gary A Groen, CPA (inactive)	Feb 2024	August 2022 Financial consul	Accounting/Auditing	101-41550-301	744.00
Gary A Groen, CPA (inactive)	Feb 2024	August 2022 Financial consul	Accounting/Auditing	601-49400-301	465.00
Gary A Groen, CPA (inactive)	Feb 2024	August 2022 Financial consul	Accounting/Auditing	602-49400-301	465.00
Gary A Groen, CPA (inactive)	Feb 2024	August 2022 Financial consul	Accounting/Auditing	604-49400-301	186.00
Vendor Gary A Groen, CPA (inactive) Total:					4,110.00
Vendor: Gopher State One Call Inc					
Gopher State One Call Inc	4030666	Water locating	Operations	601-49400-211	18.90
Vendor Gopher State One Call Inc Total:					18.90
Vendor: Hennepin County Treasurer - Information Technology					
Hennepin County Treasurer - I	1000225067	Police Radio Lease March 202	Radio Communications	101-41900-220	13,456.08
Vendor Hennepin County Treasurer - Information Technology Total:					13,456.08
Vendor: Hennepin County Treasurer - Public Works					
Hennepin County Treasurer -	1000225266	March 2024 Public Works Fue	Fuel - Vehicle/Equipment	101-42000-216	1,394.67
Vendor Hennepin County Treasurer - Public Works Total:					1,394.67
Vendor: Hennepin County					
Hennepin County	1000224325	Jail Per Diem & Processing Fe	Incarceration Services	101-41900-316	225.00
Vendor Hennepin County Total:					225.00
Vendor: Icma Retirement Corporation					
Icma Retirement Corporation	INV0000747	DFC - ICMA	Deffered Comp	101-21705	884.61
Vendor Icma Retirement Corporation Total:					884.61
Vendor: Innovative Office Solutions					
Innovative Office Solutions	IN4507590	Office Supplies S.C. 4/8	Office Operations	101-41110-201	245.88
Vendor Innovative Office Solutions Total:					245.88
Vendor: Kennedy & Graven, Chartered					
Kennedy & Graven, Chartered	180365	Feb 2024 Legal Svcs	Operations	101-41500-211	112.56
Kennedy & Graven, Chartered	180365	Feb 2024 Legal Svcs	Legal Service - Civil	101-41500-304	3,558.99
Vendor Kennedy & Graven, Chartered Total:					3,671.55
Vendor: Laurie Wolfe					
Laurie Wolfe	04.09.24	Senior Yoga Services JAN-FEB-	Programming	101-42300-312	600.00
Vendor Laurie Wolfe Total:					600.00
Vendor: Law Enforcement Labor Services					
Law Enforcement Labor Servic	04.02.24	April 2024 Police Union Dues	Union Dues	101-21708	634.50
Vendor Law Enforcement Labor Services Total:					634.50

Pending Expense Approval Report

Packet: APPKT00303

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Vendor: League of Minnesota Cities					
League of Minnesota Cities	04.09.24	Workers Comp Coverage Pre	Work Comp Insurance	101-41110-139	16,811.00
League of Minnesota Cities	03.11.24	Insurance	Property/Liability Insurance	101-41700-375	45,975.00
League of Minnesota Cities	03.11.24	Insurance	Auto Insurance	101-41900-376	6,328.00
League of Minnesota Cities	03.11.24	Insurance	Auto Insurance	101-41920-376	1,289.00
League of Minnesota Cities	03.11.24	Insurance	Property/Liability Insurance	101-42000-375	8,702.00
League of Minnesota Cities	03.11.24	Insurance	Property/Liability Insurance	101-42350-375	8,597.00
League of Minnesota Cities	03.11.24	Insurance	Property/Liability Insurance	601-49400-375	1,336.00
League of Minnesota Cities	03.11.24	Insurance	Property/Liability Insurance	602-49400-375	4,594.00
Vendor League of Minnesota Cities Total:					93,632.00
Vendor: Loffler Companies, Inc.					
Loffler Companies, Inc.	4656907	1Q24 Admin Copier Usage	Office Operations	101-41110-201	441.95
Vendor Loffler Companies, Inc. Total:					441.95
Vendor: Melissa Kloster					
Melissa Kloster	034	Feb 2024 Senior Strength Clas	Programming	101-42300-312	495.00
Melissa Kloster	035	Mar 2024 Senior Strength Cla	Programming	101-42300-312	440.00
Vendor Melissa Kloster Total:					935.00
Vendor: Metro Alarm & Lock					
Metro Alarm & Lock	83951	Annual Fire System Inspection	Operations	101-41700-211	864.95
Metro Alarm & Lock	83952	Public Works Annual Fire Syst	Operations	101-42000-211	318.63
Vendor Metro Alarm & Lock Total:					1,183.58
Vendor: Metro Sales Inc					
Metro Sales Inc	INV2495051	PD Copier Lease	Leases/Rentals	101-41900-410	78.88
Vendor Metro Sales Inc Total:					78.88
Vendor: Metro West Inspection Services, Inc.					
Metro West Inspection Servic	4094	Permits Finaled March 2024	Inspection Services	101-41940-305	237.03
Vendor Metro West Inspection Services, Inc. Total:					237.03
Vendor: Metropolitan Council					
Metropolitan Council	1170596	Mar 2024 Waste Water Servic	Sanitary Sewer Service	602-49400-386	19,565.93
Vendor Metropolitan Council Total:					19,565.93
Vendor: Minnesota Bureau of Criminal Apprehension					
Minnesota Bureau of Criminal	34301	Certification Training - Paloma	Education/Meetings/Travel	101-41900-260	375.00
Minnesota Bureau of Criminal	34302	Certification Training Gallegos	Education/Meetings/Travel	101-41900-260	375.00
Minnesota Bureau of Criminal	34336	Certification Training - Norten	Education/Meetings/Travel	101-41900-260	375.00
Minnesota Bureau of Criminal	34349	Certification Training - Harris	Education/Meetings/Travel	101-41900-260	375.00
Vendor Minnesota Bureau of Criminal Apprehension Total:					1,500.00
Vendor: Minnesota Child Support Payment Center (SDU/Tribal Order Payee)					
Minnesota Child Support Pay	INV0000757	Child Support	Misc Deductions/Benefits	101-21710	801.84
Vendor Minnesota Child Support Payment Center (SDU/Tribal Order Payee) Total:					801.84
Vendor: Minnesota Department of Labor & Industry					
Minnesota Department of Lab	[MARCH0531752024]	[MARCH0531752024]	Building Permit Surcharge	101-20801	235.00
Vendor Minnesota Department of Labor & Industry Total:					235.00
Vendor: Minnesota Ui Fund					
Minnesota Ui Fund	1Q24	1Q2024 UI Benefits Paid (T. D	Unemployment Compensatio	101-41920-140	441.29
Vendor Minnesota Ui Fund Total:					441.29
Vendor: Minuteman Press					
Minuteman Press	36409	Business Cards - Baier	Other Professional Services	101-41110-310	58.70
Vendor Minuteman Press Total:					58.70
Vendor: MN Department of Revenue					
MN Department of Revenue	INV0000760	State Tax	State Withholding	101-21702	3,167.98
MN Department of Revenue	1Q24	1Q24 Sales & Use Tax	State Withholding	101-21702	1,903.00
Vendor MN Department of Revenue Total:					5,070.98
Vendor: MN PEIP					
MN PEIP	1385221	May 2024 EE Medical & Denti	Med/Den/Life/Ltd/Std Insura	101-41110-130	2,010.96
MN PEIP	1385221	May 2024 EE Medical & Denti	Med/Den/Life/Ltd/Std Insura	101-41650-130	1,005.48
MN PEIP	1385221	May 2024 EE Medical & Denti	Med/Den/Life/Ltd/Std Insura	101-41900-130	10,677.45

Pending Expense Approval Report

Packet: APPKT00303

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
MN PEIP	1385221	May 2024 EE Medical & Denti	Med/Den/Life/Ltd/Std Insura	101-42000-130	1,005.48
				Vendor MN PEIP Total:	14,699.37
Vendor: Msrs Dfc/Hcsp					
Msrs Dfc/Hcsp	INV0000752	DFC - MSRS	Deffered Comp	101-21705	2,565.00
Msrs Dfc/Hcsp	INV0000753	Employee HSA	Hcsp	101-21712	941.59
				Vendor Msrs Dfc/Hcsp Total:	3,506.59
Vendor: NAPA - Cottens Osseo					
NAPA - Cottens Osseo	2488-468132	Vehicle Service Items	Operations	101-42000-211	50.51
NAPA - Cottens Osseo	2488-468756	Fuel Treatment	Fuel - Vehicle/Equipment	101-42350-216	9.07
				Vendor NAPA - Cottens Osseo Total:	59.58
Vendor: PERA - Public Employees Retirement Association					
PERA - Public Employees Retir	INV0000758	PERA	Pera	101-21704	4,529.72
PERA - Public Employees Retir	INV0000758	PEPFF	Pera	101-21704	12,175.94
				Vendor PERA - Public Employees Retirement Association Total:	16,705.66
Vendor: Quality Flow Systems, Inc.					
Quality Flow Systems, Inc.	46660	Service to unplug pump	Operations	602-49400-211	571.50
				Vendor Quality Flow Systems, Inc. Total:	571.50
Vendor: Republic Services					
Republic Services	0894-006638872	Apr 2024 Doc Shred Svcs	Office Operations	101-41110-201	24.58
				Vendor Republic Services Total:	24.58
Vendor: Sipe Bros. Inc.					
Sipe Bros. Inc.	Mar 31 2024	Mar 14 - 27 PW Fuel & Repair	Fuel - Vehicle/Equipment	101-41920-216	356.76
Sipe Bros. Inc.	Mar 31 2024	Mar 14 - 27 PW Fuel & Repair	Fuel - Vehicle/Equipment	101-42000-216	162.45
				Vendor Sipe Bros. Inc. Total:	519.21
Vendor: Sloth Inspections Inc					
Sloth Inspections Inc	03.01.24	Feb 2024 Elec Inspec	Inspection Services	101-41940-305	360.00
Sloth Inspections Inc	04.01.24	Mar 2024 Elec Inspec	Inspection Services	101-41940-305	627.40
				Vendor Sloth Inspections Inc Total:	987.40
Vendor: Storm Training Group					
Storm Training Group	3762C496-0001	PD Report Writing	Education/Meetings/Travel	101-41900-260	897.00
				Vendor Storm Training Group Total:	897.00
Vendor: Tegrete Corporation					
Tegrete Corporation	110850	Apr 2024 Cleaning Svcs	Cleaning Service	101-41700-317	738.00
Tegrete Corporation	110850	Apr 2024 Cleaning Svcs	Cleaning Service	101-41800-317	245.00
				Vendor Tegrete Corporation Total:	983.00
Vendor: The Sota Shop					
The Sota Shop	TSS13447	Osseo Logo Embroidery	Uniforms/Gear	101-41110-218	16.00
				Vendor The Sota Shop Total:	16.00
Vendor: Thomson Reuters - West					
Thomson Reuters - West	849989900	Online Subscription April 202	Dues/Membership	101-41900-255	144.90
				Vendor Thomson Reuters - West Total:	144.90
Vendor: Toll Gas & Welding Supply					
Toll Gas & Welding Supply	40192087	Public Works Welding Gas Tan	Leases/Rentals	101-42000-410	12.71
				Vendor Toll Gas & Welding Supply Total:	12.71
Vendor: Total Control Systems, Inc.					
Total Control Systems, Inc.	11150	SCADA Monitoring	Operations	602-49400-211	540.00
				Vendor Total Control Systems, Inc. Total:	540.00
Vendor: Twin City Water Clinic Inc					
Twin City Water Clinic Inc	20323	Mar 2024 Water Sample Testi	Operations	601-49400-211	90.00
				Vendor Twin City Water Clinic Inc Total:	90.00
Vendor: Tyler Technologies, Inc.					
Tyler Technologies, Inc.	025-459893	City ERP Software Fee	Software	101-41515-309	25.00
				Vendor Tyler Technologies, Inc. Total:	25.00
				Grand Total:	218,224.03

Report Summary

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	188,765.21
205 - PARK DEDICATION	37.95
601 - WATER FUND	2,472.40
602 - SEWER FUND	26,316.37
604 - STORM WATER FUND	632.10
Grand Total:	218,224.03

Account Summary

Account Number	Account Name	Expense Amount
101-20801	Building Permit Surcharg	235.00
101-21550	State Sales Tax	3.15
101-21701	Federal Withholding	6,666.12
101-21702	State Withholding	5,070.98
101-21703	Fica Withholding	7,392.58
101-21704	Pera	16,705.66
101-21705	Deffered Comp	3,449.61
101-21706	Medical/Dental/Life/Ltd	234.42
101-21708	Union Dues	634.50
101-21710	Misc Deductions/Benefit	801.84
101-21711	Employee H.S.A Contrib	983.23
101-21712	Hcsp	941.59
101-41110-130	Med/Den/Life/Ltd/Std In	2,043.46
101-41110-139	Work Comp Insurance	16,811.00
101-41110-201	Office Operations	712.41
101-41110-218	Uniforms/Gear	16.00
101-41110-310	Other Professional Servi	58.70
101-41110-351	Printing/Publishing Servi	88.75
101-41110-410	Leases/Rentals	346.92
101-41350-310	Other Professional Servi	1,000.00
101-41500-211	Operations	112.56
101-41500-304	Legal Service - Civil	3,558.99
101-41500-306	Legal Service - Prosecuti	1,412.85
101-41515-302	It Service	6,027.16
101-41515-309	Software	25.00
101-41550-301	Accounting/Auditing	1,644.00
101-41650-130	Med/Den/Life/Ltd/Std In	1,005.48
101-41700-211	Operations	893.40
101-41700-317	Cleaning Service	738.00
101-41700-321	Telecommunications	916.70
101-41700-375	Property/Liability Insura	45,975.00
101-41700-390	Natural Gas Service	510.49
101-41800-317	Cleaning Service	245.00
101-41800-390	Natural Gas Service	112.06
101-41900-130	Med/Den/Life/Ltd/Std In	10,677.45
101-41900-217	Vehicle Repairs/Mainten	114.82
101-41900-218	Uniforms/Gear	129.00
101-41900-220	Radio Communications	13,456.08
101-41900-255	Dues/Membership	144.90
101-41900-260	Education/Meetings/Tra	2,397.00
101-41900-302	It Service	675.00
101-41900-316	Incarceration Services	225.00
101-41900-376	Auto Insurance	6,328.00
101-41900-410	Leases/Rentals	137.33
101-41920-140	Unemployment Compen	441.29
101-41920-211	Operations	56.65
101-41920-216	Fuel - Vehicle/Equipmen	356.76
101-41920-376	Auto Insurance	1,289.00

Account Summary

Account Number	Account Name	Expense Amount
101-41940-305	Inspection Services	1,224.43
101-42000-130	Med/Den/Life/Ltd/Std In	1,005.48
101-42000-211	Operations	939.14
101-42000-216	Fuel - Vehicle/Equipmen	1,557.12
101-42000-224	Street Maintenance/Sig	999.16
101-42000-375	Property/Liability Insura	8,702.00
101-42000-390	Natural Gas Service	316.56
101-42000-410	Leases/Rentals	12.71
101-42300-312	Programming	1,535.00
101-42350-216	Fuel - Vehicle/Equipmen	9.07
101-42350-375	Property/Liability Insura	8,597.00
101-42350-390	Natural Gas Service	66.65
205-42350-801	Rental Property Expense	37.95
601-49400-211	Operations	108.90
601-49400-301	Accounting/Auditing	1,027.50
601-49400-375	Property/Liability Insura	1,336.00
602-49400-211	Operations	1,111.50
602-49400-301	Accounting/Auditing	1,027.50
602-49400-375	Property/Liability Insura	4,594.00
602-49400-386	Sanitary Sewer Service	19,565.93
602-49400-390	Natural Gas Service	17.44
604-49400-221	Equip Repair/ Maintena	221.10
604-49400-301	Accounting/Auditing	411.00
	Grand Total:	218,224.03

Project Account Summary

Project Account Key	Expense Amount
None	218,224.03
Grand Total:	218,224.03