



# Osseo City Council

## AGENDA

**WORK SESSION**  
**Monday, June 24, 2024**  
**6:00 p.m., Council Chambers**

---

MAYOR DUANE POPPE    COUNCILMEMBERS: JOHN HALL, JULIANA HULTSTROM, MARK SCHULZ, ALICIA VICKERMAN

---

1. **Call to Order**
2. **Roll Call** (quorum is 3)
3. **Approval of Agenda** (requires unanimous additions)
4. **Discussion Items**
  - A. **Discuss Administration Office Organizational Structure**
  - B. **Discuss Municipal Marijuana Update**
5. **Adjournment**



## City of Osseo City Council Work Session Meeting Item

<b>Agenda Item:</b>	<b>Discuss Administration Organizational Structure</b>
<b>Meeting Date:</b>	June 24 <sup>th</sup> , 2024
<b>Prepared by:</b>	Shane Mikkelson, Police Chief/Interim City Administrator
<b>Attachments:</b>	Current Job Descriptions/Abdo Proposal

### **Background:**

In the City Administration there have been many changes in the last two months. We have lost an administrator and now our Community Coordinator and City Clerk have put in their resignations. Staff would like direction on what the Council would like to do with the Administration Staffing. We are at a critical time to make change if that is the direction. The Council has several options before them.

Stay the same- Staffing can stay the same and we move forward with job postings for the two missing positions.

Do an assessment on our staffing through an outside source. An example is attached with Abdo. This type of assessment would fall under Human Resources.

Make changes using our current resources which would include the HR committee and Staff working together to make changes.

Take current recommendations from Staff and give directions on how to proceed.

Attached is the current staff job descriptions and an example of a change in a position description within one opening.

### **Recommendation/Action Requested:**

Give directions to staff on how the Council would like to proceed with Administration staffing.



## City Clerk

<b>Position Title:</b>	City Clerk
<b>Department:</b>	Administration
<b>Supervisor's Title:</b>	City Administrator
<b>Pay Grade:</b>	9
<b>FLSA Status:</b>	Non-Exempt
<b>Work Status:</b>	Full Time

---

### General Definition of Work:

Performs difficult administrative work preparing and keeping minutes, maintaining official records of City Council actions, handling election duties, processing license applications, and related work as apparent or assigned. Work is performed under the general direction of the City Administrator. Position exercises occasional supervision of election judges.

---

### Qualification Requirements:

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

---

### Essential Functions:

- Researches/compiles info for Council and EDA packets; assists City Administrator in preparation of background memoranda and agendas including editing of other staff memos; creates reports, resolutions, proclamations, other documents as necessary; assembles digital and paper packets, and disseminates packets to Council & board members, staff, others.
- Maintains an official record of proceedings and actions for Council and EDA, establishing necessary files for projects, legal notices, and publications; manages the city code of ordinances and annual code codification of ordinances; edits minutes for Council and EDA; manages records retention schedule for city documents/files.
- Coordinates human resources functions of recruitment (in house or via a search firm), interviews, notifications, personnel records, compensation management, and personnel policy updates/development; trains new Administration employees on general city procedures as needed; assists with research and file organization.
- Assists City Engineer with project management for street projects, chapter 429 process for all special assessments; reviews/refines engineering assessment rolls, prepares and mails legal notices for such projects; submits special assessment rolls to Hennepin County on behalf of city for street projects and city utility delinquent accounts plus abatement assessments; calculates and handles special assessment searches of property.
- Assists Administrator and City Attorney with data practices requests to ensure private/public data is correctly handled; maintains confidentiality of records.

- Administers bi-annual elections by recruiting/training judges, securing necessary equipment, ensuring legal notices are published, preparing polling place, acting as head judge throughout Election Day.
  - Responds to general inquiries from the public via the mailbox on website, complaints, letters to the mayor; backup for service counter work plus incoming general phone calls.
  - Composes and/or collects and edits all articles in quarterly city newsletter; submits to publishing company and ensures accuracy and completeness of information.
  - Provides back-up support to Administration co-workers and Public Services (Works) as needed, including public inquiries at service counter, issuing permits, accounts receivable, assisting with special projects.
  - Processes quarterly utility billing receivables and provides backup to the City Accountant for payroll processing.
  - Acts as city recycling coordinator by working with County officials on educational efforts disseminated to the public, gathering necessary information and preparing annual recycling grant application; coordinates any Request for Proposal process for solid waste collection system.
  - Processes annual business licenses for liquor, tobacco, pawn shop licensing by seeking required information, preparing reports for Council action, sending documentation to state organizations, distributing state and local licenses to applicants. Communicates internally with all staff from all departments; externally with local newspaper representatives, building inspectors, County departments and state officials, colleagues in other cities, contractors/developers, local community organizations and gambling associations, school district representatives, business owners, residents, visitors, City Attorney, City Engineer/staff.
  - Processes monthly, quarterly, and/or annual building and construction-related reports (includes building, mechanical, plumbing, electrical, zoning permits) for distribution to local and County officials; processes and submits reports to MN Building Codes & Standards Division and Met Council for SAC (Sewer Availability Charge); administers monthly US Census Bureau reporting, occasional Census boundary/annexation surveys, American Community surveys, and government units survey.
- 

#### **Knowledge, Skills and Abilities:**

Thorough knowledge of municipal government operations and procedures; thorough knowledge of municipal record keeping procedures and requirements; general knowledge of payroll systems administration and the associated methodology, processes, and terminology; general knowledge of accounting theory and principles; general knowledge of standard office software and equipment; ability to conduct research and develop concise reports; ability to communicate effectively both orally and in writing; ability to record and maintain detailed minutes, records and files; ability to establish and maintain effective working relationships with various professionals, other employees, department heads, elected officials, and the general public.

---

#### **Education and Experience:**

Associates/Technical degree with coursework in Business, Accounting, or related field and moderate experience in city clerk/election work, or equivalent combination of education and experience.

---

#### **Special Requirements:**

Microsoft Office suite: Word, Excel, Outlook, PowerPoint; desktop publishing  
Minnesota Municipal Clerk designation  
Election training via Secretary of State & Hennepin County  
Notary

---

#### **Physical Requirements:**

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting and speaking or hearing, frequently requires walking, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires standing, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or

pulling and lifting; no special vision is required; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at typical spoken word levels; work requires preparing and analyzing written or computer data, use of measuring devices, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities. Reasonable accommodations that would allow qualified applicants to perform the essential functions of this position will be provided.

---

**Environmental Conditions:**

This work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

---

*Last Updated: July 2021*



**City of Osseo**

415 Central Avenue  
Osseo, MN 55369-1195

**P** 763.425.2624 **F** 763.425.1111

## Community Management Coordinator

<b>Position Title:</b>	Community Management Coordinator
<b>Department:</b>	Administration
<b>Supervisor's Title:</b>	City Administrator
<b>Pay Grade:</b>	9
<b>FLSA Status:</b>	Non-Exempt
<b>Work Status:</b>	Full Time

---

### General Definition of Work:

Performs intermediate advanced to difficult technical work coordinating the city's development tasks, preparing policies, reviewing development proposals and site plans with assistance from outside entities, analyzing data and preparing studies/recommendations as they relate to community development, working closely with the City Clerk on a range of tasks including processing licenses, assisting with elections and other City Clerk duties, and related work as apparent or assigned. Work is performed under the limited supervision of the City Administrator.

---

### Qualification Requirements:

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

---

### Essential Functions:

- Assists with the City's land use and development functions: reviews development plans, building permits, and sign permits; issues and inspects Zoning permits; calculates and collects development fees; works with building inspector, developers, and residents to carry out projects.
- Serves as staff person for Parks and Recreation Committee: prepares agendas/information packets, handles public notices, attends and facilitates all Commission and Committee meetings; takes minutes and follows up on directives as needed.
- Assists in preparing and presenting reports on planning related items to the EDA, Parks and Recreation Committee, and City Council, assuring that proposals are complete and adequate information is available to make proper decisions; assists in creating staff reports regarding variances/conditional uses/other zoning issues for commissioners and council members; and makes staff recommendations; collects and prepares necessary background data from qualitative, quantitative, and secondary sources to assist various boards and commissions in decision making; provides recommendations and direction.
- Responds to basic zoning, land use, and development-related questions from developers, builders, realtors, and the general public through research and interpretation of City ordinances. Assists consultant firm with more complex land use and planning issues.
- Receives and investigates complaints relating to ordinance enforcement; oversees the preparation of reports

and background information and determines the appropriate course of action to obtain compliance; acts as the City's Code Enforcement Officer in relation to zoning-related complaints; assists the Osseo Police department in administering the Nuisance Ordinance.

- Researches and prepares grant applications by authoring proposals for related City programs and projects and administers grant agreements; develops evaluation strategies appropriate to various grants, programs, and initiatives.
  - Maintains the Rental Property License Program; coordinates with owners of Osseo apartments, duplexes, and single-family rental properties for new licenses and license renewals, and with the Osseo Property Inspector (or other) for annual inspections and Code compliance complaints; receives payments and maintains records.
  - Assists with the City's outreach and communication initiatives, including print, electronic, and social media sources and community engagement strategies; assists in website administration.
  - Attends, as a staff representative, various meetings of outside bodies to foster cooperation on mutual interests and promote the City's best interests.
  - Assists administrative staff, regularly and as needed, at the front counter and through phone work.
  - Coordinates or participates in ad-hoc committee and subcommittee meetings related to special projects and developments, as the need arises.
  - Maintains education and technical knowledge through attendance at professional organization meetings, conferences and workshops.
  - Coordinates recreation activities for the City, including summer youth and teen programs and concert/movie series and public health promotions.
  - Works closely with the City Clerk on several Clerk related duties including elections, records management, licenses, legal notices, publications, assisting the City Engineer with street project special assessments, data practices, and other various tasks.
  - Assists the City Administrator on any development or other special projects as needed.
- 

#### **Knowledge, Skills and Abilities:**

Thorough knowledge of the principles and practices of community development and management; general knowledge of economics, sociology, environmental issues, municipal finances, and tax-increment financing as applied to community development; general knowledge of current literature and recent developments in the field of community development and management; ability to analyze and systematically compile technical and statistical information and to prepare technical reports; ability to make presentations; ability to establish and maintain effective working relationships with associates.

---

#### **Education and Experience:**

Bachelor's degree with coursework in Urban Planning, Political Science, Urban Studies, Public Administration, or related field and moderate experience in local government administration, development review, customer service, public records management, city clerk/election work or equivalent combination of education and experience.

---

#### **Special Requirements:**

Microsoft Office suite: Word, Excel, Outlook, PowerPoint; desktop publishing  
Basic website design skills  
Social media platforms (Facebook and Twitter)  
Ability to obtain Municipal Clerk designation within two years of hire  
Election training via Secretary of State & Hennepin County within two years of hire  
Notary

---

**Physical Requirements:**

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting and speaking or hearing, frequently requires walking, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires standing, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; no special vision is required; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at typical spoken word levels; work requires preparing and analyzing written or computer data, use of measuring devices, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities. Reasonable accommodations that would allow qualified applicants to perform the essential functions of this position will be provided.

---

**Environmental Conditions:**

This work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

---

*Last Updated: July 2021*





City of Osseo

415 Central Avenue  
Osseo, MN 55369-1195

P 763.425.2624 F 763.425.1111

## Community/Economic Development Director

<b>Position Title:</b>	Community Management Coordinator
<b>Department:</b>	Administration
<b>Supervisor's Title:</b>	City Administrator
<b>Pay Grade:</b>	12
<b>FLSA Status:</b>	Non-Exempt
<b>Work Status:</b>	Full Time

---

### General Definition of Work:

Performs supervisory and responsible work managing comprehensive planning, land-use, zoning, and economic development; oversees building services and performs related duties as assigned. Receives administrative supervision from the City Administrator. Provides general supervision to the building official and work direction to administrative support staff.

---

### Qualification Requirements:

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

---

### Essential Functions:

- Assists with the City's land use and development functions: reviews development plans, building permits, and sign permits; issues and inspects Zoning permits; calculates and collects development fees; works with building inspector, developers, and residents to carry out projects.
- Serves as staff person for Parks and Recreation Committee: prepares agendas/information packets, handles public notices, attends and facilitates all Commission and Committee meetings; takes minutes and follows up on directives as needed.
- Assists in preparing and presenting reports on planning related items to the EDA, Parks and Recreation Committee, and City Council, assuring that proposals are complete and adequate information is available to make proper decisions; assists in creating staff reports regarding variances/conditional uses/other zoning issues for commissioners and council members; and makes staff recommendations; collects and prepares necessary background data from qualitative, quantitative, and secondary sources to assist various boards and commissions in decision making; provides recommendations and direction.
- Responds to basic zoning, land use, and development-related questions from developers, builders, realtors, and the general public through research and interpretation of City ordinances. Assists consultant firm with more complex land use and planning issues.
- Receives and investigates complaints relating to ordinance enforcement; oversees the preparation of reports and background information and determines the appropriate course of action to obtain compliance; acts as the

City's Code Enforcement Officer in relation to zoning-related complaints; assists the Osseo Police department in administering the Nuisance Ordinance.

- Researches and prepares grant applications by authoring proposals for related City programs and projects and administers grant agreements; develops evaluation strategies appropriate to various grants, programs, and initiatives.
  - Maintains the Rental Property License Program; coordinates with owners of Osseo apartments, duplexes, and single-family rental properties for new licenses and license renewals, and with the Osseo Property Inspector (or other) for annual inspections and Code compliance complaints; receives payments and maintains records.
  - Assists with the City's outreach and communication initiatives, including print, electronic, and social media sources and community engagement strategies; assists in website administration.
  - Attends, as a staff representative, various meetings of outside bodies to foster cooperation on mutual interests and promote the City's best interests.
  - Assists administrative staff, regularly and as needed, at the front counter and through phone work.
  - Coordinates or participates in ad-hoc committee and subcommittee meetings related to special projects and developments, as the need arises.
  - Maintains education and technical knowledge through attendance at professional organization meetings, conferences and workshops.
  - Coordinates recreation activities for the City, including summer youth and teen programs and concert/movie series and public health promotions.
  - Works closely with the City Clerk on several Clerk related duties including elections, records management, licenses, legal notices, publications, assisting the City Engineer with street project special assessments, data practices, and other various tasks.
  - Assists the City Administrator on any development or other special projects as needed.
- 

#### **Knowledge, Skills and Abilities:**

Thorough knowledge of the principles and practices of community development and management; general knowledge of economics, sociology, environmental issues, municipal finances, and tax-increment financing as applied to community development; general knowledge of current literature and recent developments in the field of community development and management; ability to analyze and systematically compile technical and statistical information and to prepare technical reports; ability to make presentations; ability to establish and maintain effective working relationships with associates. Considerable ability to provide effective leadership and promote teamwork.

---

#### **Education and Experience:**

Bachelor's degree with coursework in Urban Planning, Political Science, Urban Studies, Public Administration, or related field and moderate experience in local government administration, development review, customer service, public records management, city clerk/election work or equivalent combination of education and experience.

---

#### **Special Requirements:**

Microsoft Office suite: Word, Excel, Outlook, PowerPoint; desktop publishing  
Basic website design skills  
Social media platforms (Facebook and Twitter)  
Ability to obtain Municipal Clerk designation within two years of hire  
Election training via Secretary of State & Hennepin County within two years of hire  
Notary

---

#### **Physical Requirements:**

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting and speaking or hearing, frequently requires walking, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires standing, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; no special vision is required; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at typical spoken word levels; work requires preparing and analyzing written or computer data, use of measuring devices, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities. Reasonable accommodations that would allow qualified applicants to perform the essential functions of this position will be provided.

---

**Environmental Conditions:**

This work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

---

*Last Updated: July 2021*

DRAFT



Proposed by

**Leah Davis, CPA**

Partner | Abdo

leah.davis@abdosolutions.com

**P** 507.524.2347

June 12, 2024

SERVICE PROPOSAL FOR

# City of Osseo

415 Central Ave, Osseo, Minnesota 55369

[abdosolutions.com](http://abdosolutions.com) | Mankato, MN - Edina, MN - Scottsdale, AZ



Shane Mikkelson, Chief of Police/Interim City Administrator  
City of Osseo  
415 Central Ave  
Osseo, Minnesota 55369

June 12, 2024

Dear Shane,

Thank you for the opportunity to submit this proposal to the City of Osseo (the City) for an HR Assessment. We appreciate the opportunity to work with you. Based on our experience with similar cities, we are confident that the project outcomes will provide you the insight and tools to move forward with confidence.

We work hard for those who matter most - clients, employees, family, and community - and celebrate their successes alongside them. Our process is centered on meeting your needs, exceeding your expectations, and incorporating technology to deliver creative solutions.

In our initial conversations with you, we heard you say that the following factors are important in our relationship, and you will see these addressed in the following proposal:

- Having a service provider with public experience and knowledge so that you have confidence that you remain in compliance
- Evaluate current HR processes and policies and how they are being handled currently
- Identify areas of HR that need improvement or updating

We look forward to discussing any additional factors with you as we continue our conversations and encourage you to let us know how we can better partner with you throughout our engagement.

The enclosed proposal will demonstrate to the our Abdo team has the skills and experience to deliver on your key priorities. We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present our firm for your consideration. We will follow up with you within two weeks to answer any questions or concerns you may have and to provide any further information you may need.

Sincerely,

**Abdo**

**Leah Davis, CPA**

Partner | Abdo



# Human Resources Consulting

OUR HUMAN RESOURCES EXPERTS PROVIDE:



## Customized HR Support

*As-needed support to handle challenging and confusing HR issues, including workplace investigations. We can help translate the rules into real-world solutions.*



## HR Assessment Projects

*Gain clarity of your entire organization through documentation of your current HR policies and procedures, identification of potential risk areas, and recommendations for long-term process and program improvements to help you move forward with confidence.*



## HR & Payroll Automation

*Leverage technology and automation to keep your organization compliant while minimizing the paper shuffle so you can free up your time to focus on your people.*



## Employee Handbook Development and Manager/Employee Training

*Provide your leaders and employees with clear and predictable policies that work in real life and are tailored to your unique organization.*



## Benefit Plan Value Analysis, Enrollment Support, and Employee Education

*Ensure your employee benefit investment is built around what your employees value most and receives the recognition and appreciation it deserves.*



## Affordable Care Act (ACA) Compliance

*Leverage the extensive knowledge of our HR professionals to ensure your organization is proactive and compliant in all areas of ACA planning, management, and reporting.*



## Performance Management Program Development and Training

*Develop customized and intentional programs to motivate, measure, and reward the key behaviors that drive real organizational success.*



## Manager and Leadership Training

*Design customized and comprehensive training curriculum for leaders and employees to support a culture of continuous development and learning. Training topics may include, but are not limited to, sexual harassment, disability accommodation, effective communication and feedback, goal-setting and performance management, change management, and constructive conflict.*



## Total Compensation Program and Marketability Analysis

*Ensure confidence that your compensation program is competitive, motivating, and focused on retaining your highest performers.*



# Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we firmly believe we would be a great partner for City of Osseo. We have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



**LEAH DAVIS, CPA**

**Partner**  
*leah.davis@abdosolutions.com*  
**P** 507.524.2347



**BRENNA RAMY, PHR, SHRM-CP**

**Senior Manager**  
*brenna.ramy@abdosolutions.com*  
**P** 952.449.6216



**BRITTANY BAUER**

**Senior Associate**  
*brittany.bauer@abdosolutions.com*  
**P** 507.304.6836



# Value

## **SERVICE GUARANTEE**

Our work is guaranteed to the complete satisfaction of the client. If you are not completely satisfied with the services performed by Abdo, we will, at your discretion, either refund the price or accept a portion of said price that reflects the level of value received. Upon payment of each of your scheduled payments, we will judge you have been satisfied.

## **PRICE GUARANTEE**

Furthermore, if you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for the unauthorized service. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

A full scope of services, including estimated hourly charges, is listed on the following page.

## **ADDITIONAL SERVICES**

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.



## SCOPE OF SERVICES

## PROPOSED INVESTMENT

### Comprehensive HR Assessment

Includes up to 4 - 5 hours of virtual interview(s) in collaboration with your staff and leadership team to review the following:

- Current HR policies and practices including review and risk assessment of employee handbook with multi-state and federal considerations (up to 8 states)
- Recruiting, selection and onboarding practices
- Reviewing up to 3 job descriptions
- Offboarding practices
- Benefits compliance and administration
- Employee recordkeeping compliance (reviewing up to 3 employee files)

\$10,000 - \$12,000

### Project outcomes include:

- Proactive awareness of areas of HR compliance and employment risk and recommendations for improvement
- Identify HR-related automation and process opportunities to increase efficiency, save costly HR team labor dollars and free up HR staff time to focus on other priorities
- Realistic and customized ideas to increase employee engagement and reduce costly employee turnover, including time spend addressing operational disruption, recruiting, and interviewing
- Documented timeline, HR tool/templates, and prioritization of key recommendations, providing you with a roadmap so you can take action and begin seeing results right away

# Value Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the services that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at [www.abdosolutions.com](http://www.abdosolutions.com).

## **HR & PAYROLL SERVICES**

**We help employers better support their most valuable resource... their people.**

Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

## **FRAUD & FORENSIC SERVICES**

**Fraud can happen when you least expect it.** Even a single instance of it can devastate your city's accounting, not to mention its reputation. With Certified Fraud Examiners (CFEs) and forensic accounting experts on staff, we provide a broad slate of solutions to meet your unique needs—as well as those of your counsel and stakeholders. From conducting forensic data analyses of books and records to providing expert witness testimony, our seasoned professionals act swiftly and confidentially to help you maintain business as usual. If you notice signs of fraudulent activity or unethical conduct involving management, employees, or a third party, it's critical to gather evidence before you plan your next step - we can help.



# Appendix A

AGREEMENT FOR SERVICES



# Agreement for Services

THIS AGREEMENT, is made and entered into on June 12, 2024, by and between City of Osseo (hereinafter referred to as the "Client"), and Abdo LLP (hereinafter referred to as "Abdo" or the "Contractor").

## Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees related to its own operations and arising out of the Contractor's activities;

The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;

The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.

The Contractor may make recommendations and/or perform services on behalf of the Client but the Client is responsible for all final management decisions and for setting and administering any organizational policies, procedures, or other guidance that result in the services being performed. Further, with respect to the consulting services that are being provided, the Client is responsible for all originating documents (i.e. salary or hourly wage amounts, hours worked, benefits, premium pay policies, etc.) that affect payroll processing, and the Client will review and approve the payroll before or after its processed. The Contractor will not hold or have access to any Client funds as part of the services being provided.

The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

## ARTICLE I

### INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

## ARTICLE II

### LIABILITY INSURANCE

**Section 1 Liability Insurance:** The Contractor shall obtain professional liability insurance, at its expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

### ARTICLE III

#### DURATION OF THE AGREEMENT

**Section 1 Duration:** This Agreement shall commence upon date of execution by all parties and will remain in effect for the duration of the consulting engagement, unless earlier terminated as provided in Subsections 2 and 3.

**Section 2 Client's Termination Rights:** Client may terminate this Agreement for its convenience by providing written notice of termination to Contractor. Upon any termination by Client for convenience, Client shall be obligated to pay for all services provided by Contractor through the date of termination set forth in the written notice. In addition, Client may terminate this Agreement for Contractor's failure to perform its services in accordance with the terms of this Agreement (termination for "cause") by providing Contractor written notice of intent to terminate that sets forth in detail the reasons for cause to terminate, which written notice shall afford Contractor a reasonable period of time of not less than ten (10) business days to cure the stated grounds for termination to the reasonable satisfaction of Client. In the event of Client's termination of the Agreement for cause, Client shall be obligated to pay for all services provided by Contractor through the date of termination.

**Section 3 Contractor's Termination Rights:** Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

### ARTICLE IV

#### GENERAL

**Section 1 Authorized Client Agent:** The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

**Section 2 Amendments:** No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

**Section 3 Assignability:** The Contractor's rights and obligations under this Agreement are not assignable or transferable, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.

## ARTICLE IV (CONTINUED)

### GENERAL (CONTINUED)

**Section 4 Data:** Any data or materials, including, but not limited to, reports, studies, photographs or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement conditioned upon Client's payment of all fees and expenses due to Contractor pursuant to this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

**Section 5 Data Accuracy and Prompt Delivery:** Client understands, acknowledges and agrees that Contractor's performance of services under this Agreement is dependent on Client promptly providing Contractor with accurate data, documents, and other information pertinent to the subject consulting engagement. Client shall provide Contractor access to data, documents and other information requested by Contractor in accordance with the project schedule mutually agreed to by Client and Contractor. Contractor also represents and warrants that said data, documents and information shall be reliable and accurate to the best of Client's knowledge and agrees that Contractor shall be entitled to rely on the accuracy of the same in the performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising out of or relating to any errors, inaccuracies, or omissions in the data, documents and other information provided by Client to Contractor pursuant to this Agreement. Further, in the event of any delay on the part of Client to provide to Contractor required data, documents or other information or the identification of any errors, inaccuracies, or omissions in the data, documents or other information provided by Client, Contractor shall be entitled to an equitable adjustment of the schedule and compensation for the performance of its services resulting from said delay or need to address any errors, inaccuracies, or omissions in the data, documents or other information provided by Client.

**Section 6 No Legal Advice:** Client understands, acknowledges and agrees that the consulting services provided by Contractor under this Agreement do not include or constitute legal advice and that Contractor is not undertaking to provide Client legal advice in connection with the consulting engagement hereunder. Client further understands, acknowledges and agrees that the subject matter of this engagement, including analysis and reconciliation of historical FLSA compliance, implicates complex legal issues requiring assessment and advice from competent legal counsel. Client shall be responsible for engaging and/or consulting with legal counsel of its choosing to assess and advise Client regarding the propriety and legality of any recommendations, guidance or advice of Contractor arising from or relating to Contractor's performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising from or relating to Client's payroll or other human resources policies and/or practices both prior to, during and following Contractor's provision of services under this Agreement, including, but not limited to, any claims by current or former employees of Client challenging the propriety or legality of said practices.

**ARTICLE IV (CONTINUED)**

## GENERAL (CONTINUED)

**Section 7 Entire Agreement:** This Agreement is the entire agreement between the Client and the Contractor and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

**Section 8 Severability:** All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein and such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9 Contractor Fiscal Decision Waiver:** Contractor is responsible for providing the Client with timely and accurate human resource recommendations and information that allows the Client the ability to make final human resource decisions. Contractor will provide final human resource recommendations, but Contractor is not responsible for the final decisions made regarding human resource matters and Client shall indemnify and hold Contractor harmless from the same.

**Section 10 Client Employment of Contractor's Employees:** The Client acknowledges and agrees that Contractor's workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the Client agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the Client shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the Client in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor.

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the Client's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the Client discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the Client agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the Client independent of Contractor; and (c) Contractor provides written consent to the Client to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 200% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 200% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the Client to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.

## ARTICLE IV (CONTINUED)

### GENERAL (CONTINUED)

**Section 11 Compensation:** The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this Agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

**Section 12 Additional Services:** Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

**Section 13 Outside Contractors:** It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

### LIMITATION OF LIABILITY

**Section 1 Disputes:** If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

**Section 2 Limitation of Liability:** Abdo's entire liability, and the Client's exclusive remedy, for Abdo's performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. ABDO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF ABDO'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of this Agreement.





# Appendix B

AGREEMENT FOR THE PROVISION OF  
PROFESSIONAL SERVICES

# Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

**City of Osseo**

415 Central Ave  
Osseo, Minnesota 55369



SIGNATURE

Shane Mikkelson

**Abdo, LLP**

100 Warren Street, Suite 600  
Mankato, Minnesota 56001

A handwritten signature in cursive script that reads "Leah Davis".

**Leah Davis, CPA**

Partner | Abdo

June 12, 2024



# Appendix C

PROFESSIONAL BIOS





# Leah Davis

CPA

Partner, HR and Payroll Services

leah.davis@abdosolutions.com

Direct Line 507.524.2347

Leah joined the firm as Partner of the Firm's HR and Payroll Service segment. She spends her time helping employers find creative ways to overcome their HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries and has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, and strategic planning issues that employers face every day.

## EDUCATION

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

## PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Society for Human Resource Management (SHRM)

## QUALIFICATIONS

- Human Resources Management, Consulting, and Compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative HR workflows
- HR and Leadership Team Coaching and Training, focused on building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including wage and hour analysis and tax agency amendments and negotiations



# Brenna Ramy

## PHR, SHRM-CP

Senior Manager

brenna.ramy@abdosolutions.com

Direct Line 952.449.9216

Brenna joined the Firm in 2019 and is a Senior Manager. She has experience in organization development and working with leaders to determine the most effective employment model to meet business needs and strategic direction. She has over 20 years of Human Resources experience in the industries of hospitality, retail, multifamily housing, and consulting. She has worked in a variety of organizations in size ranging from less than 20 to over 300,000 employees. Brenna believes in finding practical solutions to HR needs and determining where the best place to spend time is. Brenna brings energy to every meeting, training and event she participates in. She is most at home connecting with owners, leaders, employers, civil servants and volunteers in meaningful ways that help them achieve whatever success they're looking for. Brenna has created and presented dozens of webinars, podcasts and trainings over the last 20 years and loves connecting with groups in that way.

### EDUCATION

- Bachelor of Business in Human Resources, University of Minnesota, Duluth

### PROFESSIONAL MEMBERSHIPS

- Professional in Human Resources (PHR)
- Society for Human Resource Management Certified Professional (SHRM-CP)

### QUALIFICATIONS

- Supports Senior Business Leaders in determining leadership needs in the organization and how they can be met.
- Developed dozens of specialized trainings for organizations and teams and presented for success
- Completes assessments and development tools to leverage team competencies in support of leadership and business objectives. Also works extensively on employee relations issues
- Partners with Senior Leaders and HR Peers in their professional development and gaining new skill sets
- Experience in leaves – specifically in FMLA and ADA and how they align in meeting state and federal guidelines
- Engaged in change management strategies for communicating to employees gaining buy-in
- Provide in-depth on-going analysis on current compensation programs, including salary structure, merit budget, additional pay programs, hiring rates and guidelines



# Brittany Bauer

Senior HR Associate

[brittany.bauer@abdosolutions.com](mailto:brittany.bauer@abdosolutions.com)

Direct Line 507.304.6836

Brittany Bauer joined Abdo in 2017 as a Human Resources Specialist after spending many years in the staffing and recruiting industry as well as providing HR, payroll, and operational support for an agribusiness software development company. Brittany has over 15 years of both HR and payroll experience working with clients from a broad range of industries including agriculture, non-profit and government. She has a passion for leveraging technology to streamline processes, manage compliance, and improve the overall employee experience.

## AFFILIATIONS

- Greater Mankato Growth Young Professionals
- Southern Minnesota Human Resource Association (SMAHRA)

## QUALIFICATIONS

- Payroll processing and compliance, HRIS/payroll software implementation support, maximizing HRIS/payroll system utilization, timeclock, HR, and payroll database integrations
- HR and payroll process review, improvement, and training
- Development of effective recruiting, hiring, employee onboarding, engagement and retention programs and policies
- HR/payroll compliance, employee management and communication, unemployment claim management, and employee off-boarding support
- Worker's compensation administration, including Carrier Communications, employee claim management, OSHA reporting/filing, and annual policy audit reporting
- Employee benefits administration, including plan compliance, COBRA, benefit program analysis, employee enrollment/terminations, and plan renewals



## City of Osseo City Council Work Session Meeting Item

---

**Agenda Item:** Update on Municipal Marijuana

**Meeting Date:** June 24<sup>th</sup>, 2024

**Prepared by:** Shane Mikkelson, Police Chief/Interim City Administrator

**Attachments:**

---

**Background:**

The staff has an update for the Council that we have a location identified and the people involved are open to negotiating a lease with the city for use as a Municipal Marijuana Store. Staff would like to use some of our vendors in the process of moving forward.

Staff would like to move forward in negotiating and lease. After negotiations we will come back to the Council for approval. At the same time, we would have to start planning a build-out in the building and in the parking lot. We would also like to start negotiating with some of our community partners to assist us in these steps. As we start to get numbers or contracts ready for approval we would come back to the Council for finale approval.

**Recommendation/Action Requested:**

Give directions to staff on how the Council would like to proceed with Municipal Marijuana.