



Osseo City Council Meeting

AGENDA

REGULAR MEETING
Monday, August 12, 2024
7:00 p.m., Council Chambers

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

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 July 22nd Council Minutes
 - B. Approve July 22nd Council Work Session Minutes
 - C. Approve July 29th Council Work Session Minutes
 - D. Receive June American Legion Gambling Report
 - E. Receive 1st and 2nd Quarter Budget Report
 - F. Approve Exempt Permit for Knights of Columbus Council 9139 Gambling Activities at Lions Roar
 - G. Accept the Resignation from Michael Olkives from Planning Commission
 - H. Receive July Fire Department Activity 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. Presentation of NHCC President's Cup Golf Classic City Trophy – President Rolando Garcia
 - B. Swearing in of Officer Madeline Zitzlsperger
8. **Public Hearings**
9. **Old Business**
10. **New Business**
 - A. Appoint a New Council Member
 - B. Oath of Office for New Councilmember
 - C. Approve Hire New Police Officer Christopher Putzenski
 - D. Approve Hire Natalie Santillo as Osseo City Clerk
 - E. Approve 2024 Budget Amendment Recommendation
 - F. Approve the Job Description of an Assistant City Administrator
 - G. Approve Posting for the Assistant City Administrator
 - H. Approve Job Description of Full Time Fire Chief
 - I. Approve Posting for the Full-Time Fire Chief Position
 - J. Approve Amendment Contract with Tegrete
 - K. Approve Nextera Consent to Assignment
 - L. Approve Lease Agreement with Cross Community Players
 - M. 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
REGULAR MEETING MINUTES
July 22, 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, July 22, 2024.

2. ROLL CALL

Members present: Councilmembers John Hall, Alicia Vickerman and Mayor Duane Poppe.

Members absent: Councilmembers Juliana Hultstrom and Mark Schulz.

Staff present: Police Chief Shane Mikkelson and City Attorney Mary Tietjen.

Others present.

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.

Hall recommended Item 10D be discussed under Old Business as Item 9A.

A motion was made by Hall, seconded by Vickerman, to accept the Agenda as amended. The motion carried 3-0.

5. CONSENT AGENDA

- A. Approve July 8 Council Minutes
- B. Receive June Osseo Lions Club Gambling Report
- C. Receive June Osseo-Maple Grove Hockey Association Gambling Report
- D. Accept Heather Starry's resignation
- E. Receive June Fire Department Activity Report

A motion was made by Hall, seconded by Vickerman, to approve the Consent Agenda. The motion carried 3-0.

6. MATTERS FROM THE FLOOR

A resident from Osseo stated he had a public records request for Riley Grams contract from June 8, 2015. In addition he wanted to know Mr. Grams actual start date with the City. He asked for the 2020 employee policy for PTO and benefits. He also wanted the

prior 2020 employee policy and aid benefits. He requested he also be provided with information on Statute 13.43 and asked how the City was justifying their answers to keeping his public records request private.

7. SPECIAL BUSINESS – None

8. PUBLIC HEARINGS – None

9. OLD BUSINESS

A. APPROVE NEW TOBACCO LICENSE FOR A&M ATMS

Mikkelson stated on July 8, 2024, this license application was considered by the Council. During that discussion, the action on this application was tabled until the July 22, 2024, meeting. There were some expressed concerns over permitting at the location proposed by the applicant. All the concerns have been remedied, and Council should consider this application. Ali Aledawi, the owner, applied for a new tobacco and edible cannabinoid products license for A&M ATMS dba A&M ATMS located at 208 Central Avenue. He did not indicate any other tobacco establishments that he is interested in and will be the manager overseeing daily operations. The owner was also provided with a copy of the current moratorium on cannabis businesses. Zoning was previously reviewed and approved by the Community Management Coordinator for this address location through other inquiries. The Police Department has conducted a background investigation for the owner, which was clear. Staff collected fees per city code for the regular license period, from July 1, 2024, to June 30, 2025. The applicant may be in attendance for the meeting for any Council questions. The Council should also allow for public comment to consider approval of the licenses for A&M ATMS.

Vickerman explained some of the surrounding businesses are concerned with how the proposed business will impact them. She encouraged the new tenant to be mindful of this and to be a good neighbor to the existing businesses.

Hall questioned how many feet a person had to be from a door to smoke in the Central Business district. Mikkelson stated he would have to look this up.

Hall indicated he would like this information prior to considering the tobacco and edible cannabinoid products licenses. He supported action on this item being tabled to the next City Council meeting.

City Attorney Tietjen advised the Council could move to table action on this item and staff could look to see if there was an Ordinance on the books regarding smoking distances. She indicated if an Ordinance was in place, the applicant would have to comply. Otherwise, she reported the applicant has met all City Code requirements. She stated there was no reason for the Council to delay action or deny approval, unless a reason could be found within City Code to deny the license.

Hall stated he wanted to be assured that smokers were at least 25 feet from a door so as to lessen the impact on adjacent businesses. Mikkelson indicated he has never enforced a 25 foot ordinance in Osseo, but noted he could investigate this further.

A motion was made by Vickerman, seconded by Hall, to table action on this item approve a new tobacco and edible cannabinoid products licenses for A&M ATMS dba A&M ATMS.

Hall voiced his disapproval for this license, but he understood there was nothing the City could do to deny the license request.

The motion carried 3-0.

10. NEW BUSINESS

A. DECLARE SURPLUS PROPERTY

Mikkelson stated due to the nature of the items on the list being police specific equipment that cannot be sold at public auction the items will either be destroyed or donated to another government entity that can reuse the equipment. There will be no impact on the city's budget.

A motion was made by Hall, seconded by Vickerman, to adopt Resolution No. 2024-48, declaring City property as surplus and authorizing its destruction and/or donation. The motion carried 3-0.

B. APPROVE MUTUAL AIDE AGREEMENTS WITH BROOKLYN PARK FIRE

Interim Fire Chief Cogswell stated these agreements authorize the respective fire agencies to respond to and receive services as needed to provide and receive assistance by making equipment, personnel and other resources available for fire, rescue, and other emergency services. He explained verbal agreements have been in place for years and Brooklyn Park was now seeking a written agreement.

A motion was made by Hall, seconded by Vickerman, to approve the Mutual Aid and Automatic Aid Agreements. The motion carried 3-0.

C. APPROVE CAPTAIN 11 FIRE PROMOTION

Interim Fire Chief Cogswell stated the Captain 12 position became vacated in June 2023 when Billy Evans retired. The position was posted internally from June 13 through June 27. All qualified and interested candidates were encouraged to apply for the position. An application was received from one Lieutenant, Luke Churchill. The interview committee consisted of Interim Chief Mike Cogswell and Assistant Chief Blane Anderson. The candidate was asked a series of 30 questions across 10 categories in an attempt to thoroughly and fairly gauge his knowledge, experience, ability, and vision pertaining to fireground operations, emergency scenes, equipment, training, commitment, leadership, management, policies, administration, and general considerations. Lieutenant Churchill was unanimously recommended for the position by the interview committee.

A motion was made by Hall, seconded by Vickerman, to approve the promotion of Luke Churchill to Captain 12. The motion carried 3-0.

D. APPROVE NICK TORRES TO THE ECONOMIC DEVELOPMENT AUTHORITY

Mikkelson stated citizen appointments are made each year to various commissions and committees. After the last Council meeting, all positions were filled besides one vacancy on the Economic Development Authority. The vacancy will be filled until the term ends on December 31, 2024.

A motion was made by Hall, seconded by Vickerman, to adopt Resolution No. 2024-49, approving Nick Torres for the 2024 Citizen Appointment. The motion carried 3-0.

E. CONSIDER FILLING VACANCIES ON COUNCIL COMMITTEES

Mikkelson stated Council Member Hultstrom has asked that the Council consider filling the committees she is a part of for 2024. The Council should consider appointing a Councilmember to the following vacant positions:

Human Resource Committee:	_____	& Council Member Schulz
Cannabis Committee:	_____	& Council Member Schulz
Public Safety Advisory Committee:	_____	& Council Member Hall
Fire Relief Association:	_____	& Council Member Vickerman

Mikkelson reported the Council should consider these openings and discuss who should fill them.

Hall explained he would be interested in the Human Resources and Cannabis Committees.

Poppe questioned if these positions should be filled temporarily given the fact another member of the City Council would be resigning and reappointed. City Attorney Tietjen stated these appointments could be made temporarily and be revisited once a new Councilmember was appointed.

Poppe suggested action on this item be delayed until a new Councilmember was in place. City Attorney Tietjen suggested making an appointment to the HR Committee and the other positions could be filled after the new Councilmember was appointed.

Poppe explained he would be more than happy to serve on the HR Committee as well.

A motion was made by Hall, seconded by Vickerman, to approve the temporary appointment of Mayor Poppe to the Human Resources Committee and Councilmember Hall to the Cannabis Committee and that the Council reconsider the remaining committee vacancies after the appointment of a new Councilmember. The motion carried 3-0.

F. ACCEPT ALICIA VICKERMAN'S RESIGNATION AND DECLARE VACANCY ON CITY COUNCIL (Resolution)

Mikkelson stated the City has received a resignation letter from Councilmember Alicia Vickerman. The City Council should adopt a Resolution which accepts Councilmember Vickerman's resignation from office as of July 22nd, 2024, and declare that a vacancy on

the Osseo City Council must be filled by appointment. MN Statute 412.02, subdivision 2a, states that when a vacancy is an elected office of a city with less than two years remaining in the unexpired term of office, the City Council must appoint someone to complete the balance of the unexpired term. The Council has leeway in terms of how to appoint an individual to the Council. Typically, the City Council has solicited letters of interest from community members interested in serving on the Council. Should the Council want to continue that same practice, staff recommends that letters of interest be accepted until August 7th at Noon.

Vickerman explained she was facing new professional opportunities that would not allow her to continue her service on the City Council. She indicated the City and the community mean so much to her. She stated she has really enjoyed her time on the City Council and wished the Council all the best in the future.

Poppe thanked Councilmember Vickerman for her dedicated service to the City of Osseo.

A motion was made by Poppe, seconded by Hall, to adopt Resolution No. 2024-50, accepting Councilmember Vickerman's resignation from Office as of July 22, 2024, and declaring that a vacancy exist on the Osseo City Council to be filled by appointment. The motion carried 3-0.

G. APPROVE ACCOUNTS PAYABLE

Mikkelson reviewed the Accounts Payable with the Council.

A motion was made by Vickerman, seconded by Hall, to approve the Accounts Payable as presented. The motion carried 3-0.

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

City Attorney Tietjen reported she would be speaking with the Interim Administrator regarding the cannabis moratorium. She indicated the Council would have to begin to consider how zoning related issues for full potency cannabis sales.

Hall asked if there would be food trucks at the farmers market this year.

_____ explained she was new to organizing the farmers market. She stated food trucks have been present in the past and it was her understanding the food trucks competed with the food vendors at the Movies/Music in the Park and neither were receiving enough business. For this reason, food trucks were not invited to be a part of the farmers market this year.

Hall provided an update on the park at the old Osseo Elementary School.

Hall questioned who was responsible for maintaining the ditch adjacent to the west side of the cemetery.

Hall requested the fire chief provide the City Council with a presentation on a monthly basis. In addition, he wanted to receive a monthly report on how the City was doing on the budget with breakdowns on revenues and expenditures. Mikkelson stated he would be providing the Council with quarterly breakdowns on the budget.

Hall encouraged staff to keep a close eye on water revenues. He discussed how water revenues would be impacted this year due to the large amounts of rain the City has received.

Vickerman stated she started on the City Council in uncertain times noting began on the Council by attending virtual meetings. She commented on how important it was for her to serve in local government. She hoped that residents of Osseo could see how much the City Council was giving of themselves through their service. She stated she was very proud of the great work the City Council has done and the lessons she has learned over the past few years. She thanked all of the past and present City Council and staff members for their tremendous service to the community.

Poppe thanked Councilmember Vickerman for her service to the City.

13. ANNOUNCEMENTS

Poppe encouraged the public to attend the upcoming Music and Movies in the Park events planned for Tuesday, July 23 and July 30.

Poppe stated the farmers market would begin on Tuesday, July 23.

Poppe commented on the Osseo Night to Unite/Drawing Contest and encouraged residents to consider hosting a Night to Unite gathering on Tuesday, August 6.

Poppe reported the EDA Business Breakfast would be held on Tuesday, August 6 from 7:00 a.m. to 8:30 a.m. at the Osseo American Legion.

Poppe stated the Council filing period would be open on Tuesday, July 30 and would close on Tuesday, August 13.

14. ADJOURNMENT

A motion was made by Vickerman, seconded by Hall, to adjourn the City Council meeting at 7:36 p.m. The motion carried 3-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

**OSSEO CITY COUNCIL
WORK SESSION MINUTES
July 22, 2024**

1. CALL TO ORDER

Mayor Duane Poppe called the work session of the Osseo City Council to order at 6:00 p.m. on Monday, July 22, 2024.

2. ROLL CALL

Members present: Councilmembers John Hall, Alicia Vickerman, and Mayor Duane Poppe.

Members absent: Councilmembers Juliana Hultstrom and Mark Schulz.

Members absent: None.

Staff present: Interim City Administrator Shane Mikkelson.

Others present: None.

3. AGENDA

Council agreed to discuss the work session items.

4. DISCUSSION ITEMS

A. UPDATE ON LEAD SERVICE LINE INVENTORY – Morgan Dawley, WSB

Morgan Dawley, WSB stated the Minnesota Department of Health (MDH) is implementing the Safe Drinking Water Act Lead and Copper Rule (LCR) and the Lead and Copper Rule Revisions (LCRR). The goal of the rule is to reduce lead levels in drinking water. The initial step of the rule requires an inventory of the materials of service lines and establishment of an electronic database. The inventory consists of two components: material between the water main and the water shut off valve (the portion in the public right of way) and the material between the water shut off valve and the home (the customer-owned portion). Osseo's inventory has been established using information from the water meter replacement and information found in old project files (such as specifications and pay vouchers). The next steps are:

- 1) Submit the inventory to the MDH by August 15, 2024. Up to date numbers will be shared at the council meeting.
- 2) Contact the owners of the properties where the customer-owned material type is not known and provide information on the Lead Service Line inventory, and how to determine and report the material of the water service line within the home.
- 3) Notifications and communications about the Lead Service Line inventory to meet the requirements of the LCR and LCRR.

Mikkelson reported a proposal to complete Items 2 and 3 will be brought to the Council at a future meeting for consideration.

Vickerman asked if there would be funds available to assist homeowners with redoing their water lines. Mr. Dawley stated there were funds available through the Drinking Water Revolving Fund.

Vickerman questioned if the full report would show specific addresses that were in need of pipe replacement. Mr. Dawley reported the final inventory would have to be submitted by August 15 and in mid-October the City should know more about how notifications will be managed.

Hall inquired if the 20 properties were residential or apartment properties. Mr. Dawley indicated he was uncertain, but anticipated most of the 20 were residential.

Hall asked if the plastic pipes that are used today were a concern for safe drinking water. Mr. Dawley stated to his knowledge the plastic pipes being used in homes were appropriate for residential use. He reported City water pipes would have different specifications and requirements.

B. DISCUSS USES FOR CITY OWNED PROPERTY LOCATED AT 33 2ND STREET NE

Mikkelson stated the City of Osseo closed on the 33 2nd Street NE property on June 28, 2024. On the property is the Osseo Press Building and a row of garages. We have fielded questions about additional uses for the property since it is currently vacant. Staff would like some direction if the Council is interested in exploring additional uses for the property.

Vickerman believed a larger ongoing conversation had to be held, but in the near term she could support the space being used for storage or performance space.

Hall asked how many garage stalls the property had. Mikkelson stated the garage had three smaller garage doors on one side and two larger garage doors on the other.

Mikkelson stated both police and public works had vehicles that could be stored in the garage space.

Hall stated he could support the garage space being used for City storage in the near term.

Poppe recommended a small amount of rent be charged to outside entities if the space were rented out for storage purposes.

Mikkelson indicated both police and fire was interested in using the building for training purposes.

The Council requested staff report back with options for renting the space for the Council to consider at a future meeting.

5. ADJOURNMENT

The Work Session adjourned at 6:32 p.m.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

Unapproved

**OSSEO CITY COUNCIL
WORK SESSION MINUTES
July 29, 2024**

1. CALL TO ORDER

Mayor Duane Poppe called the work session of the Osseo City Council to order at 6:00 p.m. on Monday, July 29, 2024.

2. ROLL CALL

Members present: Councilmembers John Hall, Mark Schulz, and Mayor Duane Poppe.

Members absent: Councilmember Juliana Hultstrom.

Staff present: Interim City Administrator Shane Mikkelson and Interim Fire Chief Mike Cogswell.

Others present: None.

3. AGENDA

Council agreed to discuss the work session items.

4. DISCUSSION ITEMS

A. UPDATE ON MUNICIPAL MARIJUANA DISPENSARY – PRESENTATION VOYAGEUR SERVICES – Patrick Hurley and Dane Brower

Mikkelson stated at the work session on June 24, 2024, he was given the task to start working on the Municipal Marijuana Dispensary. This will be an update on the work done and what will come in the future. He reported the Council will have a presentation from Voyageur Services about how they can work with the city to make this a reality. Patrick Hurley and Dane Brower will be giving the presentation. He explained he would then be able to update you on the steps taken to secure a location for our dispensary.

Patrick Hurley, Voyageur Services, introduced himself to the Council. He explained his team brings extensive service given the cannabis work they have done in Missouri. His goal was to support Osseo in the safe creation of a municipal dispensary. He believed Osseo had a unique opportunity to have a municipal dispensary which would drive local economic development while also enhancing public safety. He commented on how getting to market early was important noting it would be important for the City to have a supply chain in place. He further discussed how Osseo would be a great location for a dispensary and described the vision for a potential dispensary. He reviewed the build out expenses for a full build out and noted the security measures that would have to be in place. Conservative forecasted estimates for Osseo's cannabis market were discussed with the Council. Potential marketing strategies were reviewed with the Council stating loyalty and referral programs were recommended. He ended his presentation describing

why Voyageur Services would be a great partner for Osseo and asked for comments or questions.

Hall questioned what cities Voyageur Services was located in. Mr. Hurley reported the bulk of his dispensaries were in Missouri. He gave the Council an open invitation to visit one of his dispensaries. He indicated he was currently located in five different cities. He commented further on the growth he was seeing in his stores.

Hall inquired if a warehouse would be located in Minnesota in order to assist with the supply chain for Osseo. Mr. Hurley explained this would be a separate cultivation license noting the State would be offering 13 cultivator licenses. He reported the City would have to find a partner to supply cannabis for the municipal dispensary.

Hall commented on his experiences when visiting dispensaries in Illinois, Colorado and Michigan. Mr. Hurley further discussed the security he had in place within his five stores.

Hall questioned if Voyageur planned on having any other stores in Minnesota, besides the one in Osseo. Mr. Hurley anticipated he would partner with other municipalities.

Hall asked if Voyageur would be in charge of the build out, or would the City be responsible for this expense. Mr. Hurley stated negotiations on this matter would be ongoing.

Hall explained he understood other states allow for a delivery service. He inquired if this would be pursued if the State allows it. Mr. Hurley reported 10 delivery licenses would be permitted by the State of Minnesota. He recommended Osseo pursue a delivery component.

Hall questioned if the employees of the dispensary would be employees of Voyageur or employees of the city. Mr. Hurley suggested all dispensary employees work for Voyageur.

Schulz discussed how products would be dispensed from behind the counter and no plants or flowers would be on display in the dispensary.

Hall reported this would be similar to dispensaries in Illinois. Hall inquired if this would be a cash only business. Mr. Hurley explained he was still waiting to hear a determination from the State if this would be a cash only business.

Schulz indicated Mr. Hurley was invited to this meeting after he learned about how dispensaries were set up in Missouri. He understood Voyageur was interested in pursuing new facilities in Minnesota. He commented on how the City could partner with Voyageur on a municipal dispensary and stated he was excited about this opportunity for the City of Osseo. In addition, he appreciated how the municipal dispensary would provide the City with another revenue stream. He thanked Mr. Hurley for being in attendance at this meeting and for reviewing the proposed business plan.

Schulz asked if the Council had to provide consensus in order to move this item forward.

Mikkelson reported this was necessary in order to continue to meet the proposed timeline. He stated the City does have a proposed location in mind and noted negotiations were underway for rental rates. He was of the opinion, Voyageur would be a great partner for the City.

Schulz indicated he was encouraged by the first year projected revenues given the cost for the proposed build out.

Hall stated he would like to see the City move forward on this. He recommended this item come back to the City Council for further consideration on August 12.

Schulz supported this item coming back to the Council on August 12 as well.

Poppe supported having hard numbers for the Council to review at the August 12 meeting.

B. DISCUSS FIRE CHIEF POSITION AND FUTURE OF THE FIRE DEPARTMENT

Mikkelson stated on September 25, 2023, the Osseo City Council accepted the resignation of Osseo Fire Chief Mike Phenow. At the same Council meeting, the Council gave the Interim Fire Chief position to Interim Fire Chief Mike Cogswell. In the 2024 Budget, a full-time Fire Chief was included. During some early 2024 discussions, the full-time Fire Chief Position was put on hold to investigate other options for the Fire Department. He met with the fire department on Wednesday, June 13, 2024. During that meeting, he spoke to the entire staff, and they had many questions about what the City wants to do with the Fire Chief position and what the department's future may look like.

Interim Fire Chief Cogswell read a letter to the City Council that addressed the responsibilities of the Osseo Fire Department and discussed how the department was dedicated to giving back to the community. He stated as the fire department evolves, and with an auto aid agreement in place with Brooklyn Park, he believed it was necessary for Osseo to have a full time Fire Chief in place. He explained he currently has 25 members after having only 15. He indicated as the Interim Fire Chief, he would continue to push for training, equipment updated facilities for his firefighters.

Schulz thanked Interim Fire Chief Cogswell for his presentation. He stated he appreciated the fact that former Fire Chief Phenow's recommendations were included for consideration. He explained there were a lot of challenges facing the City's fire department model, which included getting volunteers. He appreciated how the City was working to get reps by offering auto aid to Brooklyn Park. He anticipated some changes would have to be made in order to ensure the department does not move back to 15 staff members. He discussed how it was important for the community to have well-trained firefighters in the community in the event there was an emergency. He noted his father was a fire chief and he had a long-standing appreciate of the fire department. He indicated he supported the City hiring and retaining a full time Fire Chief.

Poppe questioned if an open application process would be followed for the Fire Chief position.

Schulz believed it would be important to open the application process in order to allow the City Council to choose from the best applications. He anticipated the Interim Fire Chief would submit an application.

Poppe questioned how fire inspections were handled at this time. Interim Fire Chief Cogswell reported he had a part time inspector that handled this work. Mikkelson discussed how the fire inspection work would be rolled into a full time Fire Chief position.

Hall supported staff bringing forward a recommendation on this item at the August 12 City Council meeting. Mikkelson reported this item may get pushed to August 26 given the high level of work staff has at this time, and with the primary election. He indicated he would like to have the Risk Management and HR Committees review this position as well.

Schulz stated he really appreciated all of the support the Osseo Fire Relief Association offered to the community.

5. ADJOURNMENT

The Work Session adjourned at 7:10 p.m.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

RUDOLPH PRIEBE POST 172
GAMBLING REPORT TO
CITY OF OSSEO

5D

1. Report for month of JUNE 2024
2. Check as appropriate:
 - Paddlewheel
 - Pulltabs
 - Bingo
 - Raffle
 - Other Etabs/Linked E-Bingo
3. Gross Receipts: \$591910.20
4. Less prizes paid. \$504536.55
5. Net Receipts \$87373.65
6. Expenses/Taxes \$58,333.28
 - Expenses Itemized:
 - Compensation \$11000.61
 - Misc. (accounting, trash, clean, insurance) \$1560.11
 - Cost of Games \$15415.02
 - State Gambling Tax \$26931.00
 - Federal Gambling Tax \$1426.54
 - Meat Raffle Gift Certs \$2000.00
7. Profit \$58391.57
8. Distribution of Profits by Code

A1	CROSS	500
A1	CEAP	500
A1	Every Third Saturday	500
A1	OSSEO SR HIGH TRAPSHOOTING TEAM	4000
A1	Veteran Resource Enrichment Center	500
A16	VETERAN UTILITY BILLS	3742.66
A22	CAPITAL ASSET SUBJECT TO ANNUAL LIMITS	14491.01
A-8T	STATE TAX AND REGULATORY FEE	26931
A-8F	FEDERAL 730 TAX	1426.54

Signed: 

JAMES HULTGREN
Gambling Manager

This completed form must be returned to the Osseo City Clerk's office monthly;

City of Osseo, MN

Budget Report

Second Quarter 2024; Period Ending: 06/30/2024

Group Summary

Department	Original Budget		Current Budget		Month of June		Jan. - June		Variance		Percent Remaining
	Total		Total		Period Activity		Fiscal Activity		Favorable (Unfavorable)		
Fund: 101 - GENERAL FUND	\$ 4,013,109.00	\$	\$ 4,013,109.00	\$	\$ 1,533,118.46	\$	\$ 1,862,936.57	\$	\$ (2,150,172.43)	\$	53.58%
Total General Fund Revenue	\$ 33,508.20	\$	\$ 33,508.20	\$	\$ 3,178.46	\$	\$ 15,365.32	\$	\$ 18,142.88	\$	54.14%
General Fund Expenditures by Department	\$ 407,906.03	\$	\$ 407,906.03	\$	\$ 61,145.37	\$	\$ 424,053.12	\$	\$ (16,147.09)	\$	-3.96%
41000 - COUNCIL	\$ 20,000.00	\$	\$ 20,000.00	\$	\$ -	\$	\$ 2,550.00	\$	\$ 17,450.00	\$	87.25%
41110 - ADMINISTRATION	\$ 14,630.35	\$	\$ 14,630.35	\$	\$ -	\$	\$ 1,186.34	\$	\$ 13,444.01	\$	91.89%
41350 - CONTINGENCY	\$ 54,050.00	\$	\$ 54,050.00	\$	\$ 9,974.06	\$	\$ 25,124.30	\$	\$ 28,925.70	\$	53.52%
41410 - ELECTIONS	\$ 66,108.00	\$	\$ 66,108.00	\$	\$ 10,301.78	\$	\$ 31,129.64	\$	\$ 34,978.36	\$	52.91%
41500 - LEGAL	\$ 28,581.00	\$	\$ 28,581.00	\$	\$ 2,456.25	\$	\$ 23,506.49	\$	\$ 5,074.51	\$	17.75%
41515 - IT SERVICES	\$ 111,838.85	\$	\$ 111,838.85	\$	\$ 11,110.54	\$	\$ 55,236.50	\$	\$ 56,602.35	\$	50.61%
41550 - FINANCE	\$ 106,072.50	\$	\$ 106,072.50	\$	\$ 5,719.59	\$	\$ 75,902.38	\$	\$ 30,170.12	\$	28.44%
41650 - PLANNING/ZONING	\$ 18,474.65	\$	\$ 18,474.65	\$	\$ 2,747.59	\$	\$ 8,211.58	\$	\$ 10,263.07	\$	55.55%
41700 - CITY HALL CAMPUS	\$ 1,803,115.90	\$	\$ 1,803,115.90	\$	\$ 150,090.54	\$	\$ 913,975.15	\$	\$ 889,140.75	\$	49.31%
41800 - COMMUNITY CENTER	\$ 305,631.84	\$	\$ 305,631.84	\$	\$ 10,963.27	\$	\$ 46,075.68	\$	\$ 259,556.16	\$	84.92%
41900 - POLICE	\$ 37,600.00	\$	\$ 37,600.00	\$	\$ 80.00	\$	\$ 8,467.42	\$	\$ 29,132.58	\$	77.48%
41920 - FIRE	\$ 260,600.77	\$	\$ 260,600.77	\$	\$ 8,478.13	\$	\$ 114,128.53	\$	\$ 146,472.24	\$	56.21%
41940 - INSPECTIONS	\$ 10,298.80	\$	\$ 10,298.80	\$	\$ 1,207.25	\$	\$ 3,241.40	\$	\$ 7,057.40	\$	68.53%
42000 - STREETS/ALLEYS	\$ 13,000.00	\$	\$ 13,000.00	\$	\$ 117.24	\$	\$ 176.39	\$	\$ 12,823.61	\$	98.64%
42300 - ADULT RECREATION	\$ 8,429.80	\$	\$ 8,429.80	\$	\$ 917.25	\$	\$ 5,295.12	\$	\$ 3,134.68	\$	37.19%
42301 - YOUTH RECREATION	\$ 87,392.89	\$	\$ 87,392.89	\$	\$ 13,530.00	\$	\$ 47,196.74	\$	\$ 40,196.15	\$	45.99%
42302 - SENIOR RECREATION	\$ 625,870.00	\$	\$ 625,870.00	\$	\$ -	\$	\$ -	\$	\$ 625,870.00	\$	100.00%
42350 - PARKS											
49300 - TRANSFER TO OTHER FUNDS											
Total General Fund Expenditures - All Departments	\$ 4,013,109.58	\$	\$ 4,013,109.58	\$	\$ 292,017.32	\$	\$ 1,800,822.10	\$	\$ 2,212,287.48	\$	55.13%

YTD Thru June 30 - Revenue over Expenditures \$ (0.58) \$ 1,241,101.14 \$ 62,114.47 \$ 62,115.05

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Osseo/Maple Grove K of C Council #9139 Previous Gambling Permit Number: X- 27056-24-043
 Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1547067
 Mailing Address: c/o Kelvin Landeis, 12465 90th Place N
 City: Maple Grove State: MN Zip: 55369 County: Hennepin
 Name of Chief Executive Officer (CEO): Mark Bergeron
 CEO Daytime Phone: 763 438 4907 CEO Email: mmlldbergeron@gmail.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): kelvinll@comcast.net

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
 (for raffles, list the site where the drawing will take place): Osseo Lions Roar Festival

Physical Address (do not use P.O. box): 301 Central Ave

Check one:

City: Osseo Zip: 55369 County: Hennepin

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 6 & 7, 2024

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Osseo</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Mark Bergeron* Date: 7/12/24
(Signature must be CEO's signature; designee may not sign)

Print Name: Mark Bergeron

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the</p>	<p>application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-</p>	<p>ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e. large print, braille) upon request.

July 16, 2024

Greetings Mayor Poppe,

I am formally submitting my resignation from the Osseo Planning Commission. My official last day in Osseo is July 25th as I am moving; however, my resignation is immediate. It has been a pleasure serving the community and will miss being on the Planning Commission. Thank you.

Michael Olkives



Osseo Fire Department

Monthly Activity Report – July 2024

Incident Responses

Fire	5
House Fire.....	1
Accident/PI.....	1
Wire Down.....	2
Fire Alarm – Business.....	1
EMS	19
DOA-Reported Deceased.....	1
Cardiac-CPR Needed.....	1
Heart.....	4
Unconscious.....	5
Stroke.....	2
Head Injury.....	1
Seizure.....	1
Insulin Problem.....	1
Bleeding.....	2
Broken Bones.....	1
Mutual Aid	10
Brooklyn Park.....	7
Dayton.....	2
Robbinsdale.....	1
Total	34

Training

- Mayday – Fire Survival
- Roll Ups – Initial Attack



City of Osseo City Council Meeting Item

Agenda Item: Presentation of the Presidents Cup Trophy Presented by North Hennepin Community College President Rolando Garcia

Meeting Date: August 12th, 2024

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

Attachments:

Background:

North Hennepin Community College's annual fundraiser is a community golf classic held at Edinburgh, USA. A friendly but competitive city competition is part of the golf classic. This year, five cities competed for the City Trophy: Robbinsdale, Brooklyn Park, Maple Grove, Plymouth, and Osseo. NHCC will present the City Trophy to this year's winner – the City of Osseo.



City of Osseo City Council Meeting Item

Agenda Item: Swearing-in of Officer Madeline Zitzlsperger

Meeting Date: August 12, 2024

Prepared by: Lieutenant Todd Kintzi

Attachments: None

Policy Consideration:

Official swearing-in of Madeline Zitzlsperger

Background:

On July 10th, 2023, Officer Madeline “Maddy Z” Zitzlsperger started with the Osseo Police Department as a full-time Patrol Officer. Maddy has successfully passed her 1-year probationary period. Since hire, Maddy has become a defensive tactics instructor, taser instructor, OC instructor, building tactics instructor and one of our social media coordinators. Maddy has also taken on the role of Crime Prevention Coordinator. She has been instrumental in helping plan and organize social and civic events such as Cone with a Cop, Polar Plunge, Winter Coat Drive, Toys for Tots, Osseo Kickball Competition, and Night to Unite.

Budget or Other Considerations:

This ceremony does not affect the current police budget.

City Goals Met by This Action:

Continue to give staff the necessary tools to do their jobs effectively and efficiently.



City of Osseo City Council Meeting Item

Agenda Item: Appoint City Councilmember (Resolution)

Meeting Date: August 12, 2024

Prepared by: Shane Mikkelson, Interim City Administrator

Attachments:

Policy Consideration:

Consider an appointment to the Osseo City Council vacant seat.

Background:

Former Councilmember Alicia Vickerman resigned at the July 22nd Council meeting. The Council adopted Resolution 2024-50, accepting the resignation and declaring a vacancy on the Council. The Council directed Staff to accept letters of interest from individuals in the community who are interested in serving on the Council, fulfilling the remainder of the Council term (through December 31, 2024) by Wednesday, August 7 at Noon.

The City received a total of five letters of interest from community members from:

- 1) Mark Cook
- 2) James Kelly
- 3) Preston Kroska
- 4) Nick Torres
- 5) Jason Zopfi

The Council should consider those interested in the position and motion to appoint one person to fulfill the remainder of the unexpired Council term.

Previous Action or Discussion:

The Council adopted Resolution 2024___ accepting _____ on to the city council.

Options:

The City Council may choose to:

1. Adopt Resolution appointing _____ to serve the remainder of the unexpired Council term;
2. Deny adoption of the Resolution;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Adopt Resolution appointing _____ to serve the remainder of the unexpired Council term.

Shane Mikkelson

From: [REDACTED]
Sent: Thursday, July 25, 2024 2:56 PM
To: Duane Poppe
Cc: Juliana Hultstrom; Mark Schulz; John Hall; Shane Mikkelson
Subject: Letter of Interest for Open City Council Position

Follow Up Flag: Follow up
Flag Status: Flagged

Mark Cook

[REDACTED]
[REDACTED]
July 25, 2024

Dear Mayor Poppe, Councilpersons Hultstrom, Hall, and Schulz, and Interim Administrator Mikkelson,

Hello everyone! Here we are again. As many of you know my name is Mark Cook and I have been a resident of Osseo for the past seven years and a business owner in town for the last 3 years. Beyond that, I graduated from Osseo High School in 1995. I have loved this town and this community for most of my life. I have followed the actions of the City Council closely since I have lived here. I have watched the work that you have all done to make this town one of the top small cities in the country. Having watched the council operate, I believe that I have a lot to offer the council and the community, especially in these current times. With elections upcoming and significant budget and staffing decisions needing to be made, I believe I can help represent our constituents and hopefully add some thoughtful discussion to the Council.

I am a hard-working, motivated, and deadline-driven professional with a passion for public service. I have spent the last 24 years as a teacher and coach in Osseo Area Schools-District 279, including 20 seasons as a Head Girls Basketball Coach. I was the President of the Minnesota Girls Basketball Coaches Association from 2016-18 and now serve as the Executive Director of the same organization. As Executive Director, I get the opportunity to work with coaches from around the state as well as leadership from the Minnesota State High School League. As you may imagine, there are a lot of different ideas and opinions about what is best for our coaches, our communities, and most importantly our athletes. In my position I have to help foster productive conversation that keeps in my the best interest of the whole and not just a specific school, athlete, or community. I served as the Student Body President during my time at the University of Wisconsin-Eau Claire, where we over saw and allocated significant funds from our student's tuition payments to help support organizations and activities on campus. Overseeing this process as President, I was about to meet with student leadership and campus administration alike to help resolve differences and foster collaboration in an effort to do what was best for the campus as a whole and not just a certain organization, student group, or activity. As a Social Studies teacher for the past 24 years, I have a great passion for preserving and respecting history, while also understanding the need to grow and evolve as a community. I also know what it means to tackle difficult subject matter, divisive issues, and how to help get a team of people with very different ideas about how we should do things on the same page.

Having watched and attended several City Council meetings, it is clear that the residents of this community have a passion for our town. It is also clear that they want strong leadership, honest and transparent

communication, and dedication to the citizens of our great city. There are difficult and challenging discussions and decisions that need to be made. It will take hard work, a sound mind, respectful dialogue, a willingness to fight for what is right, but also reasonable compromise and decision making in order to get through the times we have ahead. I believe I possess all of these qualities. Having served for the past year on the EDA and the Public Safety Advisory Committee for the city, I feel I have gained a better understanding of the processes of city government and I would like to officially declare my interest in filling Councilperson Vickerman's vacant seat and continue the dedicated work and commitment to the great City of Osseo. I appreciate your consideration for this position and look forward to the opportunity to serve the great city of Osseo if given the chance.

Kind regards,

Mark J. Cook

Mark J. Cook
Osseo Resident
Teacher – District 279
The Annabelle House Owner

Gerry Zelenak
133 3rd Ave NE
Osseo, MN, 55369

August 6, 2024

Dear Members of the Osseo City Council,

I am writing to recommend Mark Cook for the vacant seat on the Osseo City Council. As a career teacher in the Osseo School District, and now his neighbor, I have had the pleasure of working closely with Mark for nearly 30 years in his capacity as a social studies teacher and coach. I can attest to his dedication to civic duty and his deep commitment to community.

Mark has been an integral part of the Social Studies department at Maple Grove High School, demonstrating a keen understanding of social responsibility and the importance of civic engagement. His passion for social studies is evident in his innovative teaching methods, which not only educate students about history and government but also inspire them to become active, informed citizens. Mark consistently encourages students to become involved in their communities, instilling in them a sense of duty and empowerment.

As a coach, Mark has exemplified leadership and teamwork. The teams Mark has coached have had great success, but more importantly, he's taught student-athletes the value of hard work, integrity, and sportsmanship. His ability to connect with students on and off the field has created a supportive and motivating environment, fostering personal growth and community spirit.

In these roles as teacher and coach, Mark developed a unique ability to listen, understand, and address the concerns of diverse groups within our community. His approachable personality and empathetic nature make him an effective communicator and has worked collaboratively with students, parents, colleagues, and community members to achieve common goals and create a positive environment.

Finally, it should be noted that as part owner of Annabelle House here in Osseo, Mark can see multiple perspectives of Osseo city life as both resident and entrepreneur. As such, Mark will be sure to consider the concerns of our local businesses to create a positive economic environment.

I am confident that Mark's experience and dedication to community will make him a valuable asset to the Osseo City Council. I have no doubt that he will work diligently to serve the best interests of all of our residents and business owners of Osseo. As such, I wholeheartedly endorse Mark's candidacy and believe that his leadership and commitment will greatly benefit our home, the vibrant city of Osseo.

Sincerely,

Gerry Zelenak

Osseo resident and
Social Studies teacher at Osseo High School

Mayor Poppe and Osseo Council Members,

I'd like to take this opportunity to express my support of Mark Cook for city council.

Mark is a dedicated and active member of his community. His desire to give back and support this town runs deep. Along with owning a thriving business in town, his involvement in the EDA and PSAC committees give him a greater understanding of the inner workings of the city of Osseo.

As a business owner in Osseo myself, I couldn't imagine having a greater asset than Mark as member of the city council.

Best Regards,

Christina Hammermeister

Everlasting Aesthetics, LLC , owner

Osseo MN 55369

Sent from my iPhone

Mark Cook would be a strong candidate for the Osseo city council due to his diverse experience and community involvement. As a current member of an Osseo city government board or commission with a term expiring on December 31, 2024, Cook already has experience working within the city's governance structure . This familiarity with local government operations would be valuable on the city council. Additionally, Cook's background as a social studies teacher at Maple Grove Senior High School demonstrates his commitment to education and understanding of civic processes . His role as an educator suggests he possesses strong communication skills and the ability to explain complex topics, which are crucial for effective council members. Furthermore, Cook has shown entrepreneurial spirit and investment in the local community by opening The Annabelle House Coffee Shop on Osseo's main street with his wife Ashley . This business venture indicates he has a stake in the city's economic development and understands the challenges faced by local business owners. Cook's diverse experiences in education, local government, and business, combined with his apparent commitment to the Osseo community, suggest he would bring valuable perspectives and skills to the city council.

Joe Koltes

Regional Manager

RE/MAX RESULTS

JAMES KELLY

7-23-24

Osseo, MN 55369

City of Osseo

Re: Letter of interest to serve remainder of term of vacant city council position.

Qualifications:

- 1.) 30 years Osseo resident.
- 2.) 15 years on public record in Osseo.
- 3.) 3 years service NHHSC, representing Osseo.
- 4.) 1 1/2 years Alt. commission (current) SC ~~W~~ WM Watershed Management Commission, for Osseo.
- 5.) Treasurer U.S.W.A L.U. 9376
- 6.) Volunteer service over 35 years.
- 7.) Redacted ???

Preston Kroska
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

On 7/24/24

Dear Council,

I am writing to express my sincere interest in the opportunity to serve as a council member for the city of Osseo. I am deeply committed to contributing positively to our community and believe my background, skills, and dedication make me an ideal candidate for this role.

With being an Osseo Resident for 10 years, I have cultivated a deep understanding of local governance and the importance of representing diverse community needs. Throughout my residency, I have been actively involved in the community, and city council meetings for the last 5 years. Understanding residents' needs and the processes of how the city works.

****Strengths and Skills:****

1. ****Leadership and Collaboration:**** I have a proven track record of leading teams and working collaboratively with stakeholders across different sectors. As a local business owner of 4 businesses, I manage teams that successfully grow each year and with higher than industry wages. 75% of new business is derived from referrals. Which staff and standard quality control policies have made this possible.
2. ****Problem Solving:**** My ability to analyze complex issues and develop strategic solutions has been a key asset in my professional life. Asking the hard questions and/or questions that normally get missed with assumptions, has helped me make more in depth and proper decisions. Resulting in less failure and more success in all aspects of life.
3. ****Community Engagement:**** I am passionate about engaging with community members to understand their concerns and aspirations. I have developed strong relationships with community members and am dedicated to advocating for their needs.
4. ****Effective Communication:**** My strong communication skills enable me to convey ideas clearly and persuasively. I have experience presenting proposals to decision-makers and have successfully advocated for employee safety during Covid, with the Met Council (Metro Transit) and Hennepin County. Which became the standard practice with employees and contractors in the field.

Nick Torres

APPLICATION FOR OPEN-
CITY COUNCIL POSITION

Details

United States

Skills

Strategic Leadership

Communication Skills

Ability to Work in a Team

Risk Management

Business Continuity

Profile

First and foremost I believe I am an excellent candidate for the open Osseo City Council position because I have always had, and continue to have, a passion to serve others.

I believe that I am an excellent candidate for the position because of my interest in the Osseo community, not only as a resident, but as an engaged citizen. My interest has been noted since having attended a number of council meetings over the last year, and by being engaged through commentary during matters from the floor. I have also recently been more engaged by way of application and appointment to the Osseo EDA, and while this appointment is extremely new and recent, it does show my commitment to serve the people of Osseo and partake in the function of our local government. This desire to serve the community is also very personal in nature, as having recently retired, I have every intention of making the Osseo community my final home.

I also believe that I possess the leadership skills necessary to assist in the operation of government. I have honed these skills from my early days of being a squad leader in the US Military thru my two-term tenure as collegiate Student Senate President, most recently in my current leadership roles at the Minnesota State Bar Association in various section councils.

Both my soft and practical skills make me an excellent candidate for the position given my history as a Dynamic, results-driven Director of Field Office Technology at Ameriprise Financial with 28 years of expertise in Strategic Thought Leadership and Risk Management. Adept at fostering strong relationships and collaborating across diverse teams, I have a proven track record of driving results and ensuring positive outcomes. My background in Regulatory Compliance, Policy Creation, and Business/Financial Continuity, coupled with a Juris Doctor degree and ongoing legal studies, uniquely positions me to navigate complex regulatory landscapes and spearhead innovative solutions. With a solid foundation in Relationship Management and a keen focus on compliance and risk mitigation, I bring a forward-thinking approach to directing solution based strategies, ensuring financial growth and stability.

Thank you for your consideration, your Honor, Mayor Poppe, and the Osseo City Council.

Employment And Educational History

Director Tech Policy, Risk & Compliance, Ameriprise Financial Services, Inc., Minneapolis

JUNE 2011 – JULY 2021

Extensive experience in Relationship Management working with Privacy, Policy, Legal, Governance, Business Continuity, and Strategy for a large Fortune 500 company. Led the planning, testing and implementation of complex client projects involved in the full life cycle of implementation to execution, modeled to client specifications, optimizing and managing year over year multi-million dollar budgets.

I hold a Certified Business Continuity Professional (CBCP) certificate in good Standing and Juris Doctor degrees from both Mitchell Hamline School of Law and Concord Law School Purdue University

Jason Zopfi

[REDACTED]
[REDACTED]
[REDACTED]

City of Osseo

415 Central Ave

Osseo, MN 55369

Dear City Council:

I am writing today in application to the open Councilmember seat. As a lifelong resident of Osseo, I would be honored to serve the city and help continue the valuable work the council provides.

I will bring my enthusiasm, dedication and dependability to the position!

Sincerely,



Jason Zopfi

Resolution No. 2024-XX
A RESOLUTION APPOINTING A SUCCESSOR TO SERVE THE UNEXPIRED TERM OF
COUNCILMEMBER ALICIA VICKERMAN

WHEREAS, Council Member Alicia Vickerman tendered her resignation through email to Mayor Duane Poppe and Council on July 19th, 2024 and

WHEREAS, by adoption of Resolution No. 2024-50 on July 22nd, 2024, the City Council accepted Councilmember Vickerman's resignation and declared that a vacancy exists on the City Council; and

WHEREAS, pursuant to the requirements of Minnesota Statutes Section 412.02, subd. 2a, the Council desires to fill the vacated office by Council appointment until the next regular City election.

NOW THEREFORE, BE IT RESOLVED that the Osseo City Council appoints _____ to serve the remainder of the unexpired term of Councilmember Alicia Vickerman.



City of Osseo City Council Meeting Item

Agenda Item: Oath of Office

Meeting Date: August 12, 2024

Prepared by: Shane Mikkelson, Interim City Administrator

Attachments:

Policy Consideration:

Oath of Office for _____ as a new city council member.



OATH OF OFFICE

I, _____, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge Faithfully the duties of the office of Councilmember of the City of Osseo, Minnesota, to the best of my judgment and ability, so help me God.

Dated: August 12th, 2024

Witness:



City of Osseo City Council Meeting Item

Agenda Item: Hire Christopher Putrzenski as a Full-Time Police Officer

Meeting Date: August 12, 2024

Prepared by: Todd Kintzi, Lieutenant

Attachments: None

Policy Consideration:

Hire Christopher Putrzenski for the position of Full-Time Police Officer.

Background:

Christopher has participated in several interviews with the Police Department and the Human Resources Committee. He has completed an extensive background check psychological, and medical exam. Christopher is recommended for hire.

Budget or Other Considerations:

Christopher will be paid at the starting wage negotiated in the current union contract.

City Goals Met by This Action:

Develop teamwork among the City's leadership team.

Options:

The City Council may choose to:

1. Approve the hire of Christopher Putrzenski as a Full-Time Police Officer.
2. Deny the hire of Christopher Putrzenski as a Full-Time Police Officer.

Recommendation/Action Requested:

Staff recommends the City Council choose option (1), Approve the hiring of Christopher Putrzenski as a Full-Time Police Officer.

Next Step:

Christopher will start immediately after approval.



City of Osseo City Council Meeting Item

Agenda Item: Approve Hire of Natalie Santillo as City Clerk

Meeting Date: August 12, 2024

Prepared by: Shane Mikkelson, Interim City Administrator

Attachments: None

Policy Consideration:

Approve the hire of Natalie Santillo as City Clerk.

Background:

With a current opening for a City Clerk, the City Council approved recruiting and hiring the next City Clerk for the City of Osseo. Staff posted the open position and collected a total of 7 applications. We interviewed all 7 candidates.

Interviews were conducted on Wednesday, July 31, which included Interim City Administrator Shane Mikkelson, and the Council Human Resources Committee (Mayor Duane Poppe and Councilmember Mark Schultz). All seven interviewees were exceptional, but the Committee unanimously selected Natalie Santillo as our top candidate.

Natalie comes to the City of Osseo after almost three years with the City of St. Francis as a Deputy City Clerk/Finance Officer. She has a bachelor's degree in business and public administration. The pay rate will start at \$39.13 per hour, which is consistent with Natalie Santillo's education and previous work history. All other benefits are standard per the City of Osseo Personnel Policy.

Previous Action or Discussion:

The City Council previously approved the posting for the open position at the 22nd 2024 Council meeting.

Budget or Other Considerations:

This position is budgeted for in the 2024 City budget.

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 Natalie Santillo as the full-time City Clerk;
2. Deny the hire of Natalie Santillo as the full-time City Clerk;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the hire of Natalie Santillo as the full-time City Clerk.



City of Osseo City Council Meeting Item

Agenda Item: Approve Budget Amendments to the 2024 Budget (Resolution)

Meeting Date: August 12, 2024

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

Attachments: Memo from Ehlers/Budget Amendment spreadsheet

Policy Consideration:

Consider approving the recommended budget amendments for the 2024 budget.

Background:

The staff has met with the Budget and Finance Committee to discuss the proposed General Fund budget amendments necessary for 2024. The City staff has also received input into the 2024 budget amendments and one-time transfer from Ehlers, Inc. as part of their work on the City's Financial Management Plan (FMP).

The Ehlers proposal shows an incremental increase in the budget reserves without using the revenue from antenna leases that would keep the water fund intact. They show our budget reserves coming to the 40% mark in 2027. The memo from Ehlers is included in your packet.

The proposed budget amendments are described in Attachment A to the proposed resolution. The most significant adjustment relates to the antenna lease revenue currently credited to the Water Fund. The 2024 budget amendments and one-time transfer (2022 and 2023 antenna revenue) are the most significant items included in the 2024 resolution. The antenna revenue is a non-user revenue source that has been used to support/subsidize water utility rates in the past.

In addition, the 2024 budget amendments include a reduction in the transfer to the Pavement Management Fund (\$125,000) and the Facilities (\$40,000) Capital Improvement Plan (CIP) Funds. The Pavement Management CIP Fund transfer will be reduced and replaced by existing monies set aside for debt service within that fund. The Facilities CIP Fund transfer will be reduced and replaced by monies currently held for that purpose within that fund.

The City had established a Tax Increment Financing (TIF) Spending Plan and deposited \$475,000 in that fund. The Spending Plan money must be spent no later than December 31, 2025. The Budget and Finance Committee has determined the City no longer needs the Spending Plan money and is recommending it be returned to the County for redistribution to the respective taxing jurisdictions, with the City of Osseo expected to receive \$252,000.

The amendments will affect the General Fund operating results for 2024 and establish a General Fund balance that complies with the Council's policy.

Budget:

This would be a one-time fix and get the reserve fund to 40%.

City Goals Met By This Action:

Maintain as low of a tax rate as possible.

Options:

The City Council may choose to:

1. Approve the budget amendments as described;
2. Approve the budget amendments, with noted changes/as amended;
3. Deny the budget amendments;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the budget amendments as described

City of Osseo
General Fund
2024 Proposed Budget Amendments - Attachment A

Description	<u>Revenue</u>	<u>Expenditures</u>
Approved 2024 Budget	<u>\$ 4,013,110</u>	<u>\$ 4,013,110</u>
Proposed Budget Adjustments		
National Nite Out Expenditures not in Budget		* \$ 10,000
City Administrator Payout		* \$ 100,000
Interim Administrator		* \$ 25,000
HR Consultant Contract		\$ 12,000
2024 Public Safety Aid recorded in 2023	\$ (117,321)	*
Excess TIF Revenue Budget increased by \$2,000	\$ 2,000	*
Special Assessment Revenue Budget reduced to -0-	\$ (4,100)	*
Building Permit Revenue Budget reduced to \$60,000	\$ (35,000)	*
2024 Estimated Antenna Revenue previously recorded in the Water Fund	\$ 105,000	
Reduce CIP Transfers-		
Pavement Management Transfer replaced from Existing Balances		
2015 Debt Service Fund Balance		\$ (100,000)
2014 A Debt Service Fund Balance		\$ (25,000)
Facilities CIP Transfer reduced		\$ (40,000)
Snow Management Budget reduced to \$35,000		\$ (5,000)
Full-time Fire Chief Budget - Salary & Benefits		<u>\$ (40,000)</u>
Total Budget Amendments	<u>\$ (49,421)</u>	<u>\$ (63,000)</u>
2024 Amended Budget	<u>\$ 3,963,689</u>	<u>\$ 3,950,110</u>
Net Revenue to Add to Fund Balance	<u>\$ 13,579</u>	

* These items will occur whether the 2024 budget is amended or not. Would likely result in a reduction in fund balance similar to the 2023 results.

City of Osseo
 General Fund
 2024 Proposed Budget Amendments - Attachment A

	General Fund	Water Fund
Fund Balance, December 31, 2023	\$ 937,870	
Cash and Investment Balance, December 31, 2023		\$ 1,953,903
Redistribution of excess TIF 2-4 from Spending Plan	\$ 252,000	
Transfer Antenna Revenue to General Fund		
2023	\$ 103,074	\$ (103,074)
2022	\$ 98,513	\$ (98,513)
Total Adjustments	\$ 201,587	\$ (201,587)
Adjusted Balances, January 1, 2024	\$ 1,391,457	\$ 1,752,316
Fund Balance as a % of Fund Balance	39.88%	

MEMORANDUM

TO: Shane Mikkelson, City of Osseo
FROM: Rebecca Kurtz and Elizabeth Diaz, Ehlers
DATE: July 25, 2024
SUBJECT: Financial Management Plan Update and Proposal for 2024 Budget Amendments

As the City prepares for year-end and begins preparation for the 2025 budget, Ehlers has been working with staff to complete a Financial Management Plan (FMP). An FMP is a multi-year fiscal plan that reviews the City's tax supported funds and integrates the existing debt, Capital Improvement Plan (CIP), future debt, tax base changes, future operating costs and increased funding from the State. The overall goal of the FMP is to assure all capital, maintenance and staffing needs are met as well as maintaining sustainable funding sources and being in compliance with the City's Fund Balance Policy. The City's Policy stated that the City maintain an unreserved General Fund balance of 40% - 50% of the following year's budgeted operating expenditures.

The FMP reviewed the following funds:

- General Fund
- Pavement Management Fund
- Facilities Fund
- Equipment Fund
- Park Improvement Fund
- All outstanding debt funds

While the FMP reviewed all the above Funds, the focus is on the General Fund, as a majority of the City's operating expenses flow through the General Fund. All the funds reviewed receive property tax support, either through a direct levy or a transfer from the General Fund. Therefore, activity in these funds impacts the tax levy.

Why create an FMP

There are several reasons why cities create and maintain an FMP:

- **Maintain assets and fund balances.** The FMP provides a tool to model how regular replacement needs (such as streets and equipment) and large periodic repairs (such as new or remodeled facilities) impact the budget, levies and General Fund. In addition, it provides a tool to review scenarios on how different project costs and/or project timing impacts residents.
- **Manage expectations.** The FMP provides a model to evaluate new spending proposals against other priorities. As part of this process, it allows the City to weigh proposed projects against predefined affordability parameters.

- **Reduce stress during the budget process.** The FMP provides guidance for the projects that need to be done or that the City has set as a priority along with an estimated cost and timeline. Therefore, when the Council starts budget discussions, the projects, priorities and estimated costs have been identified, and the framework for the budget is complete.
- **Understand the effect of decisions.** The FMP model provides the City the ability to review “what if” scenarios and understand the anticipated levy and tax impact of those scenarios. It reduces reactivity in unpredictable financial environments. Since the FMP projects out 10 years, the Council is able to project the tax impact in future years. While these impacts will change as time passes and information is updated, the Council is able to anticipate when there are opportunities to complete a project with reduced impacts to the residents (ie., when bonds are paid in full or a tax increment district is decertified). The Council is also able to see when challenges are anticipated in future years, and they have time to plan for or make changes to address projected financial challenges.
- **Projects tend to be less controversial.** The FMP provides a framework for the Council to make informed decisions and understand the financial impacts of those decisions. In addition, it provides a framework to identify a stable funding sources for new projects and/or added staff and services.
- **City has a vehicle through which to inform stakeholders.** The FMP shows that the City has a long-term plan for completing projects and a funding source to accomplish the projects.
- **Rating agencies like multi-year financial planning.** Multi-year planning shows the rating agencies that the community is being pro-active and planning for the future versus being reactive with its budget process.

Issue

Due to several factors, the City is on track to end 2024 with a General Fund balance of an estimated 25% of the following year’s budgeted operating expenditures, if the Council does not amend the 2024 budget.

Proposed 2024 Budget Amendments

Staff has identified various budget adjustments to take into account certain additional expenditures and revenue reductions that were not included in the original 2024 budget. In addition to the adjustments, staff reviewed the following actions:

1. Move \$300,000 of antennae lease revenue from the Water Fund to the General Fund
2. Adjust certain transfers out to the Facilities and Pavement Management Funds
3. Return increment currently in the Spending Plan Fund and use the city’s proportionate share to fund General Fund operations. This is estimated at \$250,000.

These actions are projected to result in an ending Fund Balance in 2024 of 40.4%:

GENERAL FUND	Budgeted As Adjusted
	2024
REVENUE	
Total operating revenues	3,983,109
Budget adjustments	
Antennae lease revenues	300,000
Adjusted revenue	(154,421)
Excess increment	250,000
	-
Total Revenue	4,378,688
EXPENSES	
Total operating expenditures	3,387,239
Budget adjustments	
National Nite Out	10,000
Salary pay out and interim	125,000
Consulting	12,000
Snow removal budget	(5,000)
Fire salary	(40,000)
Total Expenses	3,489,239
Revenues Over / (Under) Expenses	889,449
OTHER FINANCING SOURCES / (USES)	
Transfers In -	30,000
Transfers Out - Equipment Fund	(131,464)
Transfers Out - Facilities Fund	(87,660)
Transfers Out - Park Fund	(34,586)
Transfers Out - Pavement Mgmt	(207,160)
Transfers Out -	
Transfers Out	-
Total Other Sources / (Uses)	(430,870)
Ending General Fund Balance (FB)	1,416,449
Assigned/Nonspendable	
Unassigned	1,416,449
Fund Balance as a % of Next Year's Expenditures	40.4%

While these steps address the deficiency in the General Fund, there is an offsetting cost to the Water Fund. Removing \$300,000 from the Water Fund puts pressure on its cash balance, and rates are anticipated to increase by 8.25% for 2025 rather than the 6% currently projected. More analysis needs to be done in the Water Fund to assess current revenues given the precipitation patterns of the first half of 2024. It is likely that Water Fund revenues are down from the prior year, and removing any revenues at this point would likely compound the problem.

The funds for the Press Building are slated to be taken from the Pavement Management Fund. The proposal also incorporates a bond issue to reimburse the Public Works Fund for the funds used to purchase the building due to cash pressure in that Fund.

Alternate Proposed 2024 Budget Amendments

Ehlers has worked with staff to provide an alternative option to address the fund balance issue in the General Fund. This option includes all staff's budget recommendations except leaves the Spending Plan funds and the Water Funds untouched. Historically, transfers out to various funds have been tied to Local Government Aid. This option removes that link and includes adjusting transfers out to the Facilities Fund and the Equipment Fund and eliminates the other transfers out.

Under this scenario, future transfers out of the General Fund are greatly reduced, and adjusted debt levies are in place for debt funds beginning in 2025. Under this proposal, it is projected 2024 would end with a General Fund balance of 36.9% of next year's budgeted operating expenditures. Over the long term, however, the fund balance policy is met.

GENERAL FUND	Budgeted As Adjusted
	2024
REVENUE	
Total operating revenues	3,983,109
Budget adjustments	(154,421)
Adjusted revenue	-
	-
Total Revenue	3,828,688
EXPENSES	
Total operating expenditures	3,387,239
Budget adjustments	10,000
National Nite Out	125,000
Salary pay out and interim	12,000
Consulting	(5,000)
Snow removal budget	(40,000)
Fire salary	
Total Expenses	3,489,239
Revenues Over / (Under) Expenses	339,449
OTHER FINANCING SOURCES / (USES)	
Total Other Sources / (Uses)	(4,586)
Ending General Fund Balance (FB)	1,292,733
Assigned/Nonspendable	
Unassigned	1,292,733
Fund Balance as a % of Next Year's Expenditures	36.9%

Benefits of the Alternate Proposed Amendments

- Water funds are not transferred to the General Fund. The proposal allows the antenna lease revenue to remain in the Water Fund. If these funds were transferred to the General Fund, the City will need to increase water rates to off-set the lease revenue. With 2024 being a wetter year, the water revenues are down from previous years, and while not yet confirmed, the antenna revenue may be needed to maintain the cashflow position of the Water Fund.

- **City retains the \$425,000 of tax increment in the Spending Plan.** Under Minnesota Statutes, the funds in the Spending Plan must be provided to a third party by December 31, 2025. If not, they will be returned to Tax Increment Financing District No. 2-4 and must be spent on eligible uses per the TIF Law. By retaining these funds until December 2025, the City has more flexibility on their use. In the next year, the Council could use these funds to support a private development. If not, the funds can be returned to the TIF District or returned to the County. If the funds are returned to the County, the City will receive a one-time payment of its proportional share of the funds. Currently it is estimated the City would receive about \$250,000, which can be used to fund capital
- **Local Government Aid (LGA) remains in the General Fund.**

Proposed considerations for 2025 Budget

As the City begins planning for the 2025 budget, the FMP incorporates the current CIP, including the proposed 2025 street improvement project. The proposal assumes the City would levy the debt levy for bond payments, which provides the opportunity for LGA to remain in the General Fund. In addition, the City would continue transfer to the Equipment and Facilities Funds.

Projected Impacts

With the above scenario, the projected levy would increase 5.11 percent. However, since the levy is comprised on several components, we also focus on the tax impacts to residents. Under the proposed scenario, the tax impact for a median value home in 2025 is anticipated to increase by \$3 from this year.

The projected General Fund balance at year end 2025 is projected to be 36.1 percent. Appendix A shows the long-term trend for the General Fund and the resulting property tax impacts.

Next Steps

- Staff will review the Capital Improvement Plan and make any adjustments to project details, which will then be incorporated into the FMP.
- Staff and Council will continue to prepare the 2025 budget, so a preliminary 2025 levy can be adopted by September 30.

Appendix A

GENERAL FUND	Actual 2023	Budgeted As Adjusted 2024	Projected					
			2025	2026	2027	2028	2029	
REVENUE								
Total Revenue	3,333,190	3,828,688	3,667,729	4,012,006	4,132,686	4,188,193	4,349,921	
EXPENSES								
Housing and Economic Development	-	-	-	-	-	-	-	-
Total Expenses	2,914,202	3,489,239	3,522,729	3,817,006	3,887,686	4,043,193	4,204,921	
Revenues Over / (Under) Expenses	418,988	339,449	145,000	195,000	245,000	145,000	145,000	
Total Other Sources / (Uses)	(610,370)	(4,586)	(145,000)	(195,000)	(245,000)	(145,000)	(145,000)	
Ending General Fund Balance (FB)	937,870	1,292,733	1,313,533	1,488,533	1,588,533	1,692,533	1,800,693	
Assigned/Nonspendable								
Unassigned	937,870	1,292,733	1,313,533	1,488,533	1,588,533	1,692,533	1,800,693	
Fund Balance as a % of Next Year's Expenditures	26.9%	36.9%	36.1%	39.3%	40.3%	41.3%	42.3%	
General Fund Operating Tax Levy	2,017,963	2,463,680	2,188,139	2,518,609	2,625,036	2,665,828	2,812,362	
Tax Rate on Net Tax Capacity	54.138%	65.204%	66.021%	65.320%	64.276%	65.467%	65.804%	
Tax Rate % Change	-6.15%	20.44%	1.25%	-1.06%	-1.60%	1.85%	0.51%	
City Taxes on Median Value Residential Homestead	1,457	1,810	1,813	1,835	1,848	1,926	1,981	
\$ Tax Increase/(Decrease)	\$ 238	\$ 354	\$ 3	\$ 23	\$ 13	\$ 78	\$ 55	

**CITY OF OSSEO
HENNEPIN COUNTY
STATE OF MINNESOTA**

Resolution No. 2024-XXXX

RESOLUTION APPROVING 2024 GENERAL FUND BUDGET AMENDMENTS

WHEREAS, the City Council (the “Council”) of the City of Osseo, Minnesota (the “City”) approved the General Fund Revenue and Expenditure Budget for 2024 (the “2024 Budget”) on December 10, 2023; and

WHEREAS, the 2024 Budget included a revenue budget of \$4,013,110 and an expenditure budget of \$4,013,110, created using underlying assumptions for 2024 that were known at that time; and

WHEREAS, some of the assumptions at that time have changed and the 2024 Budget for the City should be amended to reflect the additional information currently available; and

WHEREAS, the Budget and Finance Committee has reviewed the proposed amendments to the 2024 Budget; and

WHEREAS, the Budget and Finance Committee has also discussed and approved a one-time transfer of \$201,587 from the Water Fund to the General Fund; and

WHEREAS, the one-time revenue transfer to the General Fund represents the equivalent of the 2022 and 2023 antenna lease revenue, a non-user revenue source; and

WHEREAS, the City had established a Tax Increment Financing Spending Plan (the “TIF Spending Plan”) with a balance of \$475,000 to provide support for a developer public improvement project and that TIF Spending Plan is no longer necessary; and

WHEREAS, the TIF Spending Plan monies may be returned to the County for redistribution to the respective taxing jurisdictions with the City projected to receive \$252,000; and

WHEREAS, the Budget and Finance Committee is working toward improving the General Fund balance to comply with the Council’s General Fund Balance policy; and

WHEREAS, the Budget and Finance Committee and Council will continue to work toward the Council’s stated fund balance policy as the 2025 budget preparation begins.

NOW THEREFORE, the Council approves the 2024 Budget amendments and one-time transfer as detailed herein and as further detailed in the attached Exhibit A, and directs City staff to take all actions necessary to carry out the intentions of this resolution.

The motion for the adoption of the foregoing resolution was made by Councilmember XXXXXXXXX, seconded by Councilmember XXXXX, and upon vote being taken thereon, the following voted in favor:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Approved by the City Council of the City of Osseo, Minnesota this 12th day of August, 2024.

Duane Poppe, Mayor

ATTEST:

Shane Mikkelson, Deputy Clerk



City of Osseo City Council Meeting Item

Agenda Item: Approve the Job Description of Assistant City Administrator

Meeting Date: August 12, 2024

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

Attachments: Job description

Policy Consideration:

Consider approving the job description of the Assistant City Administrator.

Background:

At the June 24th meeting, we discussed possible ways to reorganize the administrative office. It was decided that the position of Assistant City Administrator should be brought forward.

The city previously had the position of Community Management Coordinator. The Assistant City Administrator position would incorporate all the Community Management Coordinator duties and other supervisory responsibilities. This would be a new position created in Administration that will be a full-time, salaried position.

Budget:

This position would be an increase in the budget. Without the full-time administrator role, the net budget impact is still a decrease. This position would be pay grade 13.

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 job description of the Assistant City Administrator position;
2. Approve the job description of the Assistant City Administrator position, with noted changes/as amended;
3. Deny the job description;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the job description of the Assistant City Administrator.



City of Osseo

415 Central Avenue
Osseo, MN 55369-1195

P 763.425.2624 F 763.425.1111

Assistant City Administrator

Position Title:	Assistant City Administrator
Department:	Administration
Supervisor's Title:	City Administrator
Pay Grade:	13
FLSA Status:	Exempt
Work Status:	Full Time

General Description of Position:

The Assistant City Administrator, a professional position within the City of Osseo, is a pivotal role requiring a high level of expertise and commitment. Collaborating closely with the City Administrator, this professional will contribute to the strategic direction and efficient operation of the city by managing diverse responsibilities. These include attending council and commission meetings, providing comprehensive administrative support, development of comprehensive plans, overseeing city planning and events, administering projects, handling grants, code enforcement, strategic planning and communications, and managing the RFP and bidding processes. As a key member of the city administration team, the Assistant City Administrator will play a crucial role in ensuring the city's growth, sustainability, and overall success.

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 the City Administrator with special projects as assigned.
- Works closely with the City Clerk on several Clerk related duties.
- Assists with the City's zoning 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 research and answer questions and apply city ordinances.
- Serves as staff person for Planning Commission, Parks and Recreation Committee and EDA: 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 Planning Commission, 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.

- 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.
- Manage Request for Proposal (RFP) and bidding processes, ensuring transparency, fairness, and compliance with applicable regulations, and facilitating the selection of qualified vendors.
- Maintains, updates, and implements the City's Comprehensive Plan and zoning ordinance through the research and recommendation of appropriate amendments.
- 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.
- Provide comprehensive support to the City Administrator, including managing correspondence, scheduling, handling inquiries, and maintaining an organized and efficient office environment.
- Assume the role of acting City Administrator in the absence of the City Administrator, making informed decisions, maintaining continuity in city operations, and effectively addressing emerging issues. • Work closely with the City Administrator in the development and management of the city budget, and monitoring expenditures
- Assists with the City's outreach and communication initiatives, including print, electronic, and social media sources and community engagement strategies; assists in website administration.
- Assists in creating and maintaining the city's Geographic Information Systems (GIS) databases and other data management practices.
- 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, workshops, and receiving course credit hours.
- Coordinates recreation activities for the City, including summer youth and teen programs and concert/movie series and public health promotions.

Knowledge, Skills and Abilities:

Thorough knowledge of the principles and practices of urban planning; general knowledge of economics, sociology, environmental issues, municipal finances, and tax-increment financing as applied to urban planning; general knowledge of current literature and recent developments in the field of urban planning; 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 other staff, department heads, City Council and the public.

Minimum Required Education and Experience:

Bachelor's degree in public administration, Community Development, Urban Planning, Business Administration, Communications or a related field; or equivalent combination of education, training and experience that provides the requisite knowledge, skills, and abilities for this position.

A minimum of three (3) years of progressive related government experience, demonstrating a solid understanding of municipal operations, election coordination, project management and other relevant responsibilities.

Possession of valid Minnesota Driver's License, indicating the ability to travel and fulfill job duties that may require transportation within the city or to regional meetings.

Desirable Qualifications:

Master's degree in public administration, Community Development, Urban Planning, Business Administration, Communications or a related field.

Special Requirements:

Basic website design skills
Microsoft Office suite: Word, Excel, Outlook, PowerPoint; desktop publishing
Social media platforms (Facebook and Twitter)

Physical Requirements:

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing and repetitive motions, frequently requires using hands to finger, handle or feel and reaching with hands and arms and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; ability to read and interpret plans and specifications for building projects and site plans; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities.

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 2024



City of Osseo City Council Meeting Item

Agenda Item: Approve the posting of the Assistant City Administrator

Meeting Date: August 12, 2024

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

Attachments:

Policy Consideration:

Consider approving the posting of the Assistant City Administrator position.

Background:

With the job description approved, staff would like to post this job for hire. Our process will be like the search for the new City Clerk. I would expect to post this job on August 13 on the League of Minnesota Cities website with a connection to the Osseo website. We will take the first round of applications and set up interviews soon after that.

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 posting of the Assistant City Administrator position;
2. Approve posting of the Assistant City Administrator position, with noted changes/as amended;
3. Deny posting for the Assistant City Administrator;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the posting of the Assistant City Administrator position.



City of Osseo City Council Meeting Item

Agenda Item: Approve Full-Time Fire Chief Position Description

Meeting Date: August 12, 2024

Prepared by: Mike Cogswell, Interim Fire Chief

Attachments: *Fire Chief Position Description*

Policy Consideration:

Consider approving the position description for a full-time Fire Chief for the City of Osseo.

Background:

Over the past year and a half, discussions have been ongoing with the City Administrator, City Council, and the Public Safety Advisory Committee (PSAC) regarding the future of the Osseo Fire Department. All options and alternatives were thoroughly vetted, including contracting with another city or joining multiple cities to form a district for fire protection services.

Previous Action or Discussion:

The proposal to hire a full-time Fire Chief was initially introduced in March 2023 and discussed in length at the July 24, 2023, PSAC Work Session.

It was decided that the best option for the future of the Osseo Fire Department was to hire a full-time Fire Chief, and the first step in the process is approving the comprehensive position description that will be used for posting the position.

Budget or Other Considerations:

N/A

City Goals Met By This Action:

A successful Fire Department that is staffed, trained, equipped, funded, compliant and sustainable

Options:

The City Council may choose to:

1. Approve the position description of a full-time Fire Chief;
2. Approve the position description of a full-time Fire Chief with noted changes;
3. Deny the position description of full-time Fire Chief;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council approve the position description of a full-time Fire Chief (with any noted changes).



City of Osseo

415 Central Avenue Osseo, MN 55369-1195

P 763.425.2624 F 763.425.1111

Fire Chief

Position Title:	Fire Chief
Department:	Fire
Supervisor's Title:	City Administrator
Pay Grade:	12
F.L.S.A. Status:	Exempt
Work Status:	Full Time

General Definition of Work:

The fire chief position is a complex and multi-faceted role encompassing a wide range of responsibilities and job functions. The fire chief must earn public trust and be a faithful steward of public funds, finding cost-effective ways of delivering fire protection services. In order to achieve the department's goals, the chief must ensure the department is staffed, trained, equipped, funded, compliant, and sustainable.

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 essential functions.

Essential Functions:

- The fire chief plans, oversees, and executes all fire service operations for the city including fire suppression, emergency medical response, all-hazards response, and fire prevention.
- Responds to calls during weekday working hours and major incidents after hours.
- Serves as incident commander, developing incident action plans (IAPs) to achieve strategic objectives including rescue of victims, fireground and responder safety, incident stabilization, and property conservation.
- Maintains complete, accurate, and timely incident reports and submits reports to the MN Fire Incident Reporting System and the National Fire Incident Reporting System.
- Regularly holds efficient and productive department meetings and officer meetings.
- Regularly attends relief association meetings as an active member and board of trustee meetings as a municipal trustee.
- Regularly attends city staff meetings as a department head.
- Reports quarterly to the Public Safety Advisory Committee and attends all scheduled meetings.
- Reports to the City Council and attends meetings whenever appropriate.

- Serves as the Fire Marshal for the City of Osseo.
- In collaboration with city staff and elected officials, the fire chief is responsible for establishing a clear mission, vision, and values for the department.
- In collaboration with city staff and elected officials, the chief plans, oversees, and executes the human resources functions for the department including recruiting, screening, hiring, onboarding, promoting, time off, leave of absence, termination, and offboarding.
- The fire chief is responsible for developing, enacting, enforcing, evaluating, and continuously improving the core documents that serve as the foundation of the department operations.
- Develops and maintains effective professional working relationships with all city employees and elected officials.
- Develops and maintains effective professional working relationships with relevant agencies including.
- Develops and maintains effective professional working relationships with all mutual aid partners, regardless of history, size, service delivery model, etc.
- Collaborates with partner agencies to achieve mutual goals, evaluate and consider all options for service delivery, and work impartially in the best interest of the community and tax-payers.
- In collaboration with city staff and elected officials, the chief plans, oversees, and executes the finance functions for the department including record-keeping, expense tracking, procurement, budgeting, capital planning, grant writing, and More.
- The fire chief is responsible for developing policies, procedures, programs, and controls to ensure the proper cleaning, care, inspection, and maintenance of department facilities, apparatus, equipment, and supplies in accordance with NFPA and OSHA standards.
- The fire chief is responsible for working with community, inter-departmental, and inter-agency stakeholders to identify and prioritize risks, threats, and hazards within the community and developing strategies to effectively mitigate them.
- The fire chief is responsible for planning, developing, coordinating, and implementing fire safety public education programs as necessary.
- The fire chief is responsible for administering the city's fire inspection and code enforcement program.
- The fire chief is responsible for determining the cause and estimating the losses of all fires in the jurisdiction.
- The fire chief serves as a municipal trustee on the Board of Trustees of the Osseo Fire Department Relief Association (OFDRA) and an active member of the OFDRA.
- Coordinates the department's involvement in community events and parades.
- Performs other duties as necessary or appropriate for the position.

Knowledge, Skills, and Abilities:

Must have a strong commitment to the Osseo community, the fire department, and the broader fire service. Be a thoughtful and visionary leader who can honor the history and culture of the department while charting a clear course for the future delivery of fire protection services in the city. Must have extensive knowledge of the principles and practices of fire prevention, inspection, suppression, and investigation. Demonstrated ability to manage the complexities of fire department administration. Must possess exceptional written and verbal communication skills. Ability to lead by example with integrity, tact, diplomacy, and collaboration. Ability to lead

a group to achieve a common goal in both administrative and incident situations.

Education and Experience:

Associates Degree in fire science, administration, business, or related field; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities to perform the essential job functions. The candidate needs 10 years firefighting experience, 5 years of supervisory experience, 3 years of command experience, 3 years of fire department administration experience and 3 years of fire inspection experience.

Certifications:

Firefighter I and II

with MFSCB (MN Fire Service Certification Board) certification meeting NFPA (National Fire Protection Association) 1001 Standards

Hazardous Material Operations

with MFSCB certification meeting NFPA 472 Standards

Fire Apparatus Operator/Pumper (FAO)

with MFSCB certification meeting NFPA 1002 Standard or able to obtain within 2 years of date of hire

Fire Instructor I

with MFSCB certification meeting NFPA 1041 Standards

Fire Officer I

with MFSCB certification meeting NFPA 1021 Standards

Fire Inspector I

with MFSCB certification meeting NFPA 1037 Standard or ability to obtain the certification within 2 years of date of hire

ICS-100,200,300,400, IS-700,800

with NIMS (National Incident Management System) certifications

Emergency Medical Responder (EMR)

with MN-EMS RB (MN Emergency Medical Services Regulatory Board) certification

Special Requirements:

Must live within a 20-minute drive to the Osseo Fire Station (or be willing to relocate within 1 year of hire).

Must possess a valid, unrestricted Minnesota driver's license.

Satisfactory completion of criminal and driving background check.

Successful completion of occupational health screening, including drug test, physical ability test, and NFPA-1582-compliant medical history and examination.

Physical Requirements:

This work requires the regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force, and occasional exertion of over 100 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and lifting, frequently requires standing, walking, reaching with hands and arms and repetitive motions and occasionally requires climbing or balancing, stooping, kneeling, crouching or crawling, tasting or smelling

and pushing or pulling; no special vision is required; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving minor defects and/or small parts, use of measuring devices, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities.

Environmental Conditions:

This work frequently requires exposure to outdoor weather conditions and exposure to vibration and occasionally requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, working with explosives and exposure to blood-borne pathogens which may require specialized personal protective equipment; work is generally in a moderately noisy location (e.g., business office, light traffic).

Last Updated: June 2023

DRAFT



City of Osseo City Council Meeting Item

Agenda Item: Approve posting of the Full-Time Fire Chief Position

Meeting Date: August 12, 2024

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

Attachments:

Policy Consideration:

Consider approving the posting of the Full-Time Fire Chief Position.

Background:

The job description has been approved, and staff would like to post for the Full-Time Fire Chief position. The job will be posted on the League of Minnesota Cities website along with a link to the Osse City website to download the application materials. We will then work on a process with the fire department to hire their first Full-Time Chief.

Budget or Other Considerations:

This position is in the budget for 2024. This position would be a salaried exempt position in pay grade 13.

City Goals Met By This Action:

A successful Fire Department that is staffed, trained, equipped, funded, compliant and sustainable

Options:

The City Council may choose to:

1. Approve the position description of a full-time Fire Chief;
2. Approve the position description of a full-time Fire Chief with noted changes;
3. Deny the position description of full-time Fire Chief;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council approve the position description of a full-time Fire Chief (with any noted changes).



City of Osseo City Council Meeting Item

Agenda Item: Approve Contract Amendment with Tegrete Corporation for Cleaning Services

Meeting Date: August 12, 2024

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

Attachments: Contract Amendment

Policy Consideration:

Approve the contract amendment with Tegrete Corporation to extend their cleaning contract to clean the City Campus.

Background:

Tegrete has been the city's cleaning company for the last 3 years without a complaint. Staff have been impressed with the service and communication of the cleaning service. This amendment will extend this contract by 2 years until July of 2026. The flat rate will go from \$983.00 per month to \$1075.00 per month for 2024/2025 and to 1101.87 per month for 2025/2026.

Budget or Other Considerations:

This new rate will be adjusted for the 2024 budget and placed in the two future budget cycles.

City Goals Met By This Action:

Continue to give staff the necessary tools to do their jobs effectively and efficiently.

Options:

The City Council may choose to:

1. Approve the contract amendment with Tegrete Corporation;
2. Approve the contract amendment with Tegrete Corporation with noted changes/as amended
3. Deny the contract amendment with Tegrete Corporation.
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the contract amendment with Tegrete Corporation

FIRST AMENDMENT TO CLEANING SERVICE AGREEMENT

This First Amendment to the Cleaning Service agreement is entered into this __ day August, 2024 (“First Amendment”), by and between the City of Osseo (the “City”), a Minnesota municipal corporation located at 512 Central Avenue, Osseo, MN 55369 and Tegrete Corporation (the “Contractor”), a Minnesota corporation located at 4111 McKenzie Ct NE, Ste 100, St. Michael, MN 55376, collectively “Parties”.

WHEREAS, the City and the Contractor entered into a Cleaning Services Agreement, dated June 10, 2021, (the “Agreement”), regarding cleaning services for the City’s Civic Campus Buildings; and

WHEREAS, the Parties are seeking to extend the Agreement, which currently expires on July 30, 2024; and

WHEREAS, the Parties wish to extend the Agreement for two years, until July 31, 2026; and

WHEREAS, the Parties wish to change the existing compensation scheme in the Agreement; and

WHEREAS, Interim City Administrator Shane Mikkelson has discussed the proposed changes with Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree to amend the Agreement as follows:

1. Term. The second sentence of Section 2.0 of the Agreement is hereby deleted in its entirety and replaced with the following sentence: “This agreement shall terminate on or before July 31, 2026”.
2. Compensation. Section 3.0 of the Agreement is hereby deleted in its entirety and replaced with the following: “From July 2024 until July 2025, the City shall pay the Contractor a flat monthly fee of \$1,075.00 which includes cleaning services in the Civic Campus building as outlined in Exhibit A. From August 2025 until July 2026, the City shall pay the contractor a flat monthly fee of \$1,101.87, a two-point-five percent (2.5 %) payment increase. If the Contractor fails to provide the Cleaning Services, the City may deduct \$50 from the monthly fee for each scheduled cleaning that is missed for the building or any portion thereof. The Contractor shall invoice the City on the first day of each month for the Cleaning Services for that month. The City shall pay the Contractor no later than the last day of the month. A one percent (1%) late fee may be assessed by the Contractor for each invoice that is past due.”
3. Miscellaneous. In the event of conflict, the provisions of this Amendment shall control over the Agreement. Except as otherwise specifically provided herein, the Agreement, as amended, remains unchanged and in full force and effect. This First

Amendment may be signed in counterparts, which, when combined, shall constitute one instrument and the complete and full agreement of the parties

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

THE CITY OF OSSEO

TEGRETE CORPORATION:

By: _____
Mayor, Duane Poppe

By: _____

By: _____
Shane Mikkelson, Interim City Administrator



City of Osseo City Council Meeting Item

Agenda Item: Consent to Assign and Assumption of Agreement from Nextera Communications to MN FWA Buyer LLC (Earthlink)

Meeting Date: August 12, 2024

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

Attachments: Consent to Assign and Assumption Agreement/Current Contract

Policy Consideration:

Approve Consent to assign and assumption of agreement from Nextera Communications to MN FWA Buyer (Earthlink)

Background:

After 15 years of providing phone, data, and internet solutions, Nextera has agreed to substantially sell all its assets to MN FWA Buyer LLC (Earthlink). Part of that sale is the Osseo Contract. For the contract to change to a different company, the City of Osseo must agree.

Budget or Other Considerations:

This does not affect the city's budget.

City Goals Met By This Action:

Continue to give staff the necessary tools to do their jobs effectively and efficiently.

Options:

The City Council may choose to:

1. Approve the Consent to Assign and Assumption of Agreement;
2. Approve the Consent to Assign and Assumption Agreement with noted changes/as amended;
3. Deny the Consent to Assign and Assumption of Agreement;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1, Approve the Consent to Assign and Assumption of Agreement



ADDRESS 5909 Baker Rd Ste. 590 Minnetonka, MN 55345
PHONE 952.564.6900 FAX 952.564.6902

July 29th, 2024

Dear Valued Vendor,

After more than 15 years of providing phone, data, and internet solutions to Minnesota and Wisconsin, we are pleased to advise you that Nextera Wireless, LLC ("Nextera") has agreed to sell substantially all of its assets to MN FWA Buyer, LLC, a subsidiary of EarthLink, LLC ("EarthLink").

EarthLink is a leading internet service provider delivering access to more homes and small businesses than any other ISP. Additional information about EarthLink can be found on its website, located at: <https://www.earthlink.net/>. Similar to Nextera, EarthLink values its relationships with its customers, suppliers, vendors, landlords, and the community.

We anticipate that the transaction will close around July 31, 2024.

Enclosed is a copy of a Consent to Assignment and Assumption of Agreement. I kindly request that you return a signed copy to me no later than August 13th, 2024 to the following email: garvig@nextera.net.

If you have any questions, please call me at 218-818-6410.

Greg Arvig
President

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

Pursuant to that certain Asset Purchase Agreement, dated May 31, 2024, by and among Nextera Wireless, LLC (the “Assignor”), MN FWA Buyer, LLC, a Delaware limited liability company (the “Assignee”) and the other parties thereto (the “Purchase Agreement”), the Assignor is proposing to sell all or substantially all of its assets (the “Transaction”) to the Assignee, and such assets include the contract(s) listed on Exhibit A hereto (collectively, the “Contract(s)”). The undersigned hereby acknowledges that the Contract(s) listed on Exhibit A hereto is (are) currently between Assignor and the undersigned, and consents to the assignment of the Contract(s) to the fullest extent required by the Contract(s), and hereby releases the Assignor from all obligations and liabilities under the Contract(s) that first arise, accrue or are incurred after the effective date hereof. Additionally, the undersigned acknowledges and agrees that the Contract(s) is (are) in full force and effect and no party thereunder is in breach or default of the terms thereof, and waives any further advance notice requirement or any right to cancel, terminate or otherwise amend, vary or modify the terms of the Contract(s), to the extent that such right arises in connection with, or results from, the Transaction. This consent will be effective as of immediately prior to the consummation of the Transaction.

CITY OF OSSEO

By: _____
Name: _____
Title: _____
Date: _____

The Assignee hereby assumes, in full, all of the obligations and liabilities of the Assignor under the Contract(s) effective the later of _____, 2024 and the date the Transaction closes; provided, however, as between Assignor and Assignee, such assumption shall be subject to the terms and conditions of the Purchase Agreement.

MN FWA BUYER, LLC

By: _____
Name: Glenn Goad
Title: President
Date: _____

Exhibit A

Contract(s)

1. Tower Space Lease Agreement, dated August 2, 2009, by and between the City of Osseo and CitiLink Communications, LLC

Osseo
Pg. 12

 CONFIDENTIAL

TOWER SPACE LEASE AGREEMENT

THIS TOWER SPACE LEASE AGREEMENT, hereinafter referred to as "Agreement", made and entered into this 2nd day of ^{August} 2009, by and between the City of Osseo Minnesota, hereinafter referred to as "City of Osseo", 415 Central Avenue, Osseo, MN, 55369 and CitiLink Communications LLC., hereinafter referred to as "Lessee",

WHEREAS, CITY OF OSSEO is the owner of a parcel of land (the "Land") and a water and telecommunications tower (the "Tower") in the City of Osseo, County of Hennepin, State of Minnesota, more commonly known as the City of Osseo Tower, (the Tower and Land are collectively, the "Property"). The Land is more particularly described in Exhibit A annexed hereto. CITY OF OSSEO hereby leases to Lessee and Lessee leases from CITY OF OSSEO, space on the Tower, and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit A annexed hereto, for the purpose of installing, operating, maintaining and repairing on the Premises radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"), and WHEREAS, CITY OF OSSEO is willing to lease space on the Premises to Lessee for said purpose upon the terms and conditions as set forth in this Agreement.

NOW THEREFORE, and in consideration of the premises and agreements contained herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by CITY OF OSSEO and Lessee, CITY OF OSSEO and Lessee do each hereby agree as follows:

ARTICLE I LEASE. CITY OF OSSEO hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from the CITY OF OSSEO the Premises for the installation, operation, maintenance and repair of the Lessee Facilities ("Permitted Use" of the Premises) referred to and described in Exhibit B attached hereto and made a part hereof.

ARTICLE II TERM OF AGREEMENT - RENEWALS. The initial term of this Agreement shall be five (5) years commencing on October 1, 2008 hereinafter referred to as the "Effective Date". Thereafter, this Agreement shall automatically renew for two (2) additional successive five (5) year terms, unless Lessee shall have given written notice to CITY OF OSSEO of its intention to terminate this Agreement not less than sixty (60) days prior to the expiration of the then current term. Each Renewal shall be on the same terms and conditions as are provided for herein, except that Rent shall be adjusted as is provided for in Article IV.

ARTICLE III TERMINATION. This Agreement shall terminate upon the occurrence of any one or more of the following events:

A. A default or breach of any term or condition of this Agreement if said default or breach is not cured within thirty (30) days after receipt by the defaulting or breaching party of notice of the default or breach, provided however, that if this Agreement is terminated by CITY OF OSSEO due to a breach or default of Lessee, Lessee shall remit a penalty payment equal to six (6) months of the then current Rent.

B. Lessee is unable to obtain within one hundred and twenty (120) days from the Effective Date of this Agreement, such governmental licenses, permits or other governmental approvals as are necessary for the installation, operation, maintenance and repair of the Lessee Facilities in which case CITY OF OSSEO shall refund any and all rents which have been prepaid for periods in excess of said one hundred and twenty (120) day period.

C. Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies.

D. Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference. Excepting signal interference, should Lessee terminate under this provision, Lessee shall remit a penalty payment equal to six (6) months of the then current Rent.

E. Except as caused by Lessee's negligence, if all or any part of the Leased Tower is destroyed or substantially damaged so as to prevent the beneficial use thereof by Lessee for its intended purposes for a period in excess of thirty (30) days provided, however, that CITY OF OSSEO shall have the right, but not the obligation, to reconstruct or repair said Leased Tower during which time Lessee's obligation to make the rental payments provided for in Article IV shall abate until such time as the Leased Tower is reconstructed or repaired and is again available for use by Lessee.

ARTICLE IV RENT. As consideration for its lease of the Premises, Lessee hereby agrees to pay CITY OF OSSEO, in advance, the following monthly rent ("**Rent**") during the Initial Term for its use and occupancy of the Premises commencing on the Effective Date and continuing on the first day of each calendar month of the thereof throughout the Initial Term. **The annual rate shall be increased by 3% per year rounded up to the nearest dollar.**

10 Ants

Months of Term	Monthly Rent
<u>60 (sixty)</u>	<u>\$ 2600.00 for 2009</u>
	<u>\$ 2678.00 for 2010</u>
	<u>\$ 2759.00 for 2011</u>
	<u>\$ 2842.00 for 2012</u>
	<u>\$ 2930.00 for 2013</u>
	<u>\$ 3018.00 for 2014</u>

12 Ants

Months of Term	Monthly Rent
<u>60 (sixty)</u>	<u>\$ 3120.00 for 2009</u>
	<u>\$ 3214.00 for 2010</u>
	<u>\$ 3311.00 for 2011</u>
	<u>\$ 3411.00 for 2012</u>
	<u>\$ 3514.00 for 2013</u>
	<u>\$ 3620.00 for 2014</u>

1. INTEREST AND LATE CHARGES. Lessee will pay City of Osseo a fee of \$25.00 for any check returned for any reason by Lessee's bank. City of Osseo may impose a late fee equal to five percent (5%) of any amounts more than five (5) days overdue, in order to reimburse City of Osseo for the extra administrative time involved in collecting such amounts. In addition, any payment more than ten (10) days overdue will bear interest from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.
2. CITY OF OSSEO'S PAYMENT ADDRESS. Lessee shall pay all Rent and other payments due under this Agreement by electronic transfer or directly to the address of the Site Manager ALLNET WIRELESS at the following address: 11133 – 86TH Avenue North, Maple Grove, MN 55369 or at such other place as City of Osseo may specify in writing from time to time.

ARTICLE V CONSTRUCTION AND INSTALLATION. All installations, modifications, repairs and removals made or to be made by Lessee shall be performed under the supervision of competent personnel acceptable to the City of Osseo and shall be made in accordance with plans and specifications first approved in writing by the City of Osseo or the City of Osseo's agent before the commencement of work. All improvements to be made to the Premises shall be constructed in a good and workmanlike manner in accordance with all applicable laws (including any laws relating to the use of hazardous materials, such as asbestos containing materials) and diligently and expeditiously completed. Lessee will perform such construction: (i) in a safe manner consistent with generally accepted construction standards; and (ii) in such a way as to reasonably minimize interference with the operation of the Premises. Performance of any such work by a contractor or subcontractor shall not relieve Lessee of any of its obligations under this Agreement. Lessee shall provide the City of Osseo with "as built" plans in connection with any improvements made to the Premises within thirty (30) days after such improvements have been completed.

(a) Prior to installing or allowing any equipment or facilities to be installed in or on the Premises, Lessee shall, at its cost and expense, prepare and deliver to the City of Osseo or the City of Osseo's agent working drawings, plans and specifications ("**Plans**"), detailing the location and size of the any equipment or facilities and/or specifically describing the proposed construction and work (**Exhibit B**). The City of Osseo shall have a reasonable period of time to review and approve such Plans. In no event will the City of Osseo's approval of such Plans be deemed a representation that they comply with applicable laws, ordinances or rules and regulations or will not cause interference with other communications operations, such responsibility being solely that of Lessee.

(b) The City of Osseo shall have the right to approve or disapprove any contractors performing installation, modification or maintenance work on behalf of Lessee, which approval shall not be unreasonably withheld, and which once given may be rescinded by the City of Osseo. Lessee shall submit the name of any

proposed contractor and any other facts or details regarding such contractor requested by the City of Osseo or the City of Osseo's agent to the City of Osseo or the City of Osseo's agent prior to such contractor performing any work on behalf of Lessee and the City of Osseo or the City of Osseo's agent shall notify Lessee within a reasonable period of time thereafter as to whether the City of Osseo has approved such contractor.

(c) Nothing contained herein shall be construed as granting to Lessee any property or ownership rights in the City of Osseo property or to create a partnership or joint venture between the City of Osseo and Lessee.

(d) In addition to any insurance which may be required under this Agreement, Lessee shall secure, pay for and maintain or cause Lessee's contractors to secure, pay for and maintain during the continuance of construction and installation work within the City of Osseo property or Premises, insurance in the following minimum coverages and the following minimum limits of liability:

(i) Worker's Compensation and Employer's Liability Insurance as required by law, or such higher amounts as may be required from time to time by any Employee Benefit Acts or other statutes applicable where the work is to be performed, and in any event sufficient to protect Lessee's contractors from liability under the aforementioned acts.

(ii) Comprehensive General Liability Insurance (including Contractors' Protective Liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$2,000,000.00, and with umbrella coverage with limits not less than \$2,000,000.00. Such insurance shall provide for explosion and collapse, completed operations coverage and broad form blanket contractual liability coverage and shall insure Lessee's contractors against any and all claims for bodily injury, including death resulting there from, and damage to the property

of others and arising from its operations under the contracts whether such operations are performed by Lessee's contractors or by anyone directly or indirectly employed by any of them.

(iii) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than \$500,000.00 for each person in one accident, and \$1,000,000.00 for injuries sustained by two or more persons in any one accident and property damage liability in an amount not less than \$1,000,000.00 for each accident. Such insurance shall insure Lessee 's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Lessee 's contractors, or by anyone directly or indirectly employed by any of them.

All policies (except the worker's compensation policy) shall be endorsed to include as additional insured City of Osseo, its beneficiaries, partners, directors, officers, employees and agents, and such additional persons as City of Osseo may designate. The waiver of subrogation provisions contained in this Agreement shall apply to all insurance policies (except the workmen's compensation policy) to be obtained by Lessee pursuant to this Section. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties. Additionally, where applicable, each policy shall contain a cross-liability and severability of interest clause.

ARTICLE VI ACCESS TO PREMISES. Lessee shall at all times have access to the Premises for the purposes of installing, operating, maintaining and repairing the Lessee Facilities. CITY OF OSSEO shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. CITY OF OSSEO shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

ARTICLE VII INTERFERENCE WITH CITY OF OSSEO'S COMMUNICATIONS SYSTEM. Lessee hereby agrees that the installation, operation, maintenance or repair of the Lessee Facilities shall not interfere with the operation, maintenance or repair of any communications equipment (whether owned or operated by CITY OF OSSEO or not), which is located on the Tower as of the Effective Date of this Agreement and Lessee, at its sole cost and expense, further agrees to eliminate or mitigate said interference to the reasonable satisfaction of CITY OF OSSEO. Lessee's failure to eliminate or mitigate said interference shall, upon not less than ten (10) days written notice, be sufficient cause for termination of this Agreement by CITY OF OSSEO and the forfeiture of any and all rents which shall have been prepaid by Lessee.

ARTICLE VIII INSTALLATION OF OTHER COMMUNICATIONS EQUIPMENT OR ANTENNA SYSTEMS. Subsequent to the Effective Date, CITY OF OSSEO agrees that it will not permit the installation or use of any other communications equipment or antenna systems on the Tower which would interfere with Lessee's operation as provided for in this Agreement. In the event interference occurs, CITY OF OSSEO agrees to take all action necessary to eliminate such interference in a reasonable time period. In the event CITY OF OSSEO fails to comply with this paragraph, Lessee may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity.

ARTICLE IX ELECTRICITY. If required for Lessee's equipment as defined in Exhibit B, City of Osseo will allow Lessee to connect to the Premises electrical system, at Lessee's sole cost and expense, which shall include (without limitation): (i) the cost of the installation of a separate meter to measure the electricity used by Lessee; (ii) the cost of the installation of any electrical facilities in excess of those which City of Osseo may desire to make available to Lessee and the cost of separate meters required thereby; (iii) the sums charged City of Osseo by the applicable utility for such service as reflected by such meter or engineering study; and (iv) any HVAC and other costs attributable to Lessee's Permitted Use. If Lessee is not paying a utility company directly for electricity, and in City of Osseo's reasonable opinion, either Lessee's usage of electricity or City of Osseo's electricity rates have substantially increased, then City of Osseo will have the right bill Lessee for such increased usage and/or costs (including City of Osseo's overhead costs related thereto) on a monthly basis. Said Utilities shall be increased annually on January 1st of each year by Five (5) percent.

Monthly Electric	Monthly Minimum
<u>\$35 minimum</u>	\$37.50 for 2009
	\$39.38 for 2010
	\$41.35 for 2011
	\$43.42 for 2012
	\$45.60 for 2013
	\$47.88 for 2014

A. No interruption in electrical power shall render City of Osseo liable in any respect for damages to either person or property nor relieve Lessee from fulfillment of any covenant or agreement hereof. City of Osseo shall use reasonable diligence to restore any loss of electrical power promptly, but Lessee shall have no claim for damages on account of any interruption in

electrical service occasioned thereby or resulting there from. Notwithstanding the foregoing, City of Osseo shall at all times have the right to shut down the electrical service to the Premises in connection with any maintenance operation conducted for the Building without liability to Lessee for damages or any proportionate reduction in the Rent. City of Osseo agrees to make a reasonable effort to schedule any such shutdown outside the Premises normal business hours. City of Osseo will use all reasonable efforts to notify Lessee in advance of any planned utility outages for scheduled maintenance operations that may interfere with Lessee's Permitted Use.

B. City of Osseo shall not be liable for damages or otherwise for any failure or interruption of any utilities being furnished to the Lessee. No such failure or interruption shall entitle Lessee to terminate this Agreement or reduce or abate payments of any Rent due hereunder.

ARTICLE X TAXES. CITY OF OSSEO shall be responsible for the payment of any and all taxes, assessments or other similar charges levied on or assessed against the Premises or any improvements thereto to the extent of all such taxes, assessments or other similar charges as the same are imposed at the Effective Date of this Agreement. Any increase in such taxes, assessments or other similar charges as a result of the installation of the Lessee Facilities during the term of this Agreement shall be paid by CITY OF OSSEO to the extent such increase annually does not exceed ten percent (10%) of the annual Rent paid by Lessee, and any excess increase shall be paid by Lessee as additional Rent. CITY OF OSSEO will provide Lessee with an annual statement of such taxes, assessments and charges

ARTICLE XI LIABILITY AND INDEMNIFICATION. Lessee hereby agrees to indemnify and hold CITY OF OSSEO, its agents or employees, harmless from and against any and all claims or liabilities of any sort or nature whatsoever, including but not limited to the payment of reasonable attorney's fees, costs and disbursements caused by or arising out of the installation, operation, maintenance, repair or removal of the Lessee

Facilities, excepting only such claims or liabilities as are caused by the sole negligence of CITY OF OSSEO, its agents and employees provided, however, that in no event and under no circumstance shall CITY OF OSSEO be liable to Lessee for any indirect, special or consequential damages, including but not limited to the loss or revenue or profits. CITY OF OSSEO hereby agrees to indemnify and hold Lessee harmless from and against any and all claims or liabilities of any sort or nature whatsoever, including but not limited to the payment of reasonable attorney's fees, costs and disbursements caused by or arising out of the sole negligence of CITY OF OSSEO, its agents and employees, except CITY OF OSSEO shall not be liable to Lessee for any indirect, special or consequential damages, including but not limited to the loss of revenue or profits.

ARTICLE XII DAMAGE TO OR DESTRUCTION OF THE LESSEE FACILITIES.

CITY OF OSSEO assumes no liability for the damage to or destruction of Lessee Facilities excepting only such damage or destruction as may be caused by the sole negligence of CITY OF OSSEO, its agents or employees.

ARTICLE XIII SURVIVAL OF ARTICLES X AND XI. The provisions of Articles X and XI shall survive the termination of this Agreement.

ARTICLE XIV REMOVAL OF ANTENNA SYSTEMS. Upon termination of this Agreement, Lessee shall promptly remove the Lessee Facilities from the Premises, restoring it to substantially the same condition as when the Lessee Facilities were first installed, ordinary wear and tear excepted.

ARTICLE XV NOTICES. Any and all notices or demand given or made pursuant to this Agreement shall be deemed given if personally delivered, sent by Certified Mail return receipt requested, Express Mail, overnight courier service, or facsimile to the following:

If to CITY OF OSSEO:

Michael Dyer, Agent
Allnet Wireless
11133 86th Avenue North
Maple Grove, MN55369
763-391-6611 fax 763-391-6612

With a copy to:

City Administrator
City of City of Osseo
415 Central Avenue
City of Osseo, MN 55369
763-425-2624 fax 763-425-1111

If to Lessee:

John Huddock Jr.
CitiLink Communications, LLC.
15322 Galaxie Avenue, Suite 200
Apple Valley, MN 55124
952-435-0500 fax 952-388-0511

ARTICLE XVI ASSIGNMENT AND SUBLETTING. Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of CITY OF OSSEO, said consent not to be unreasonably withheld. CITY OF OSSEO may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of CITY OF OSSEO's obligations herein, including but not limited to, those set forth in Article XXIII below. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

ARTICLE XVII ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of CITY OF OSSEO and Lessee with respect to the subject matter hereof and supersedes any and all prior agreements and understandings.

ARTICLE XVIII GOVERNING LAWS. This Agreement shall be construed in accordance with the applicable laws of the United States or the State of Minnesota as the case may be.

ARTICLE XIX SEVERABILITY. Each provision of this Agreement shall be severable and if any provision is found to be void or invalid, such voidness or invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

ARTICLE XX NON-WAIVER. The failure of CITY OF OSSEO to enforce any provisions of this Agreement or any right or remedy relating thereto shall not constitute a waiver thereof and not preclude the subsequent enforcement of any such right or remedy.

ARTICLE XXI REMEDIES. Such remedies as are available to CITY OF OSSEO pursuant to this Agreement are not intended to be exclusive and shall be in addition to any and all other remedies which are available to CITY OF OSSEO.

ARTICLE XXII ARTICLE HEADINGS. Article headings have been inserted for ease of reference and convenience only and are not intended to define, construe or modify the contents thereof.

ARTICLE XXIII HAZARDOUS SUBSTANCE.

Lessee shall indemnify and hold CITY OF OSSEO harmless from and against any claim, cost, expense (including reasonable attorneys' and consultants' fees), damage, penalty, or liability imposed upon CITY OF OSSEO resulting from the treatment, storage, generation, release or disposal of any substance by Lessee, its agents, employees, contractors or subcontractors, on, under, in, or about the Property, which substance is designated as hazardous, dangerous, toxic, or harmful and/or subject to regulation under federal, state or local law, regulation or ordinance ("Hazardous Substance").

Except to the extent caused by an act of Lessee, its agents or employees, CITY OF OSSEO shall indemnify, defend and hold Lessee, its agents and employees, harmless from and against any claim, cost, expense (including reasonable attorneys' and consultants' fees), damage, penalty, or liability imposed upon Lessee whenever alleged or made resulting from the treatment, storage, generation, release or disposal of any Hazardous Substance on, under, in or about the Property for the duration of time preceding, during, and succeeding the term of this lease. CITY OF OSSEO shall also indemnify, defend and hold Lessee harmless from any act causing environmental degradation of the Property caused by CITY OF OSSEO's agents, employees, contractors or subcontractors.

The provisions of this Article XXIII shall survive the termination of this Agreement.

ARTICLE XXIV TOWER MARKING AND LIGHTING REQUIREMENTS. CITY OF OSSEO acknowledges that it, and not Lessee, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. CITY OF OSSEO shall indemnify and hold Lessee harmless from any fines or other liabilities caused by CITY OF OSSEOs failure to comply with such requirements. Should Lessee be cited by either the FCC or FAA because the Leased Tower is not in compliance and, should CITY OF OSSEO fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Lessee may either terminate this Agreement immediately on notice to CITY OF OSSEO or proceed to cure the conditions of noncompliance at CITY OF OSSEO's expense, which amounts may be deducted from the Rent.

ARTICLE XXV WARRANTY OF TITLE AND QUIET ENJOYMENT. CITY OF OSSEO warrants that: (i) CITY OF OSSEO owns the Property in fee simple and has rights of access thereto and, except for liens and easements of record, the Property is free and clear of all encumbrances and restrictions; (ii) CITY OF OSSEO has full right to make and perform this Agreement; and (iii) CITY OF OSSEO covenants and agrees with

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year first above written.

(CITY OF OSSEO)

City of City of Osseo

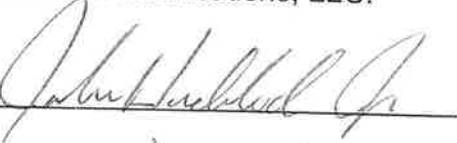
By: 

Print Name Gregory S. Githes

Date: 8/24/09

(LESSEE)

CitiLink Communications, LLC.

By: 

Print Name John Huddock Jr

Date: 8/2/09

Tax ID #: 9445434001

EXHIBIT A

(CITY OF OSSEO hereby leases to Lessee and Lessee leases from CITY OF OSSEO, space on the Tower, and all access and utility easements, if any, (collectively, the "Premises") as described in Exhibit A annexed hereto, for the purpose of installing, operating, maintaining and repairing on the Premises radio communications facilities, including without limitation utility lines, transmission lines, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures thereto ("Lessee Facilities"), and WHEREAS, CITY OF OSSEO is willing to lease space on the Premises to Lessee for said purpose upon the terms and conditions as set forth in this Agreement.)

Space upon the City of Osseo Water Tower located at 8600A Jefferson Hwy for the placement of antennas and associated cabling.

Space within existing structure owned by the City of Osseo located beneath the water tower.

Space beneath the Water Tower to locate one equipment platform.

EXIBIT B

Permitted Use of the Premises

CITY OF OSSEO hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from the CITY OF OSSEO the Premises for the installation, operation, maintenance and repair of the Lessee Facilities ("Permitted Use" of the Premises) referred to and described in Exhibit B attached hereto and made a part hereof.

LIST ANY INFORMATION ABOUT THIS SYSTEM THAT HAS NOT BEEN ADDRESSED IN THIS DOCUMENT. ATTACH ANY AND ALL EQUIPMENT SPECIFICATIONS, METHOD OF OPERATION, FREQUENCIES FOR BOTH RECEIVE AND TRANSMIT, SIZE AND SPACE REQUIREMENTS, DRAWINGS, ETC.

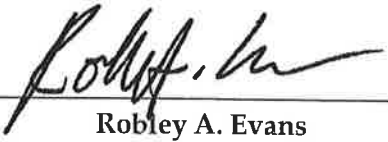
IF THE WATER TOWER STRUCTURE WILL REQUIRE MODIFICATIONS, ALL SUCH MODIFICATIONS MUST BE APPROVED. PROVIDE ENGINEERING STATEMENT ADDRESSING MODIFICATIONS AND THEIR EFFECT ON THE EXISTING STRUCTURE. FAILURE TO PROVIDE ADDITIONAL PERTINANT INFORMATION WITH THE CONCEPTION OF THIS LEASE AGREEMENT MAY RESULT IN TERMINATION OF THIS LEASE AT A LATER DATE. ALL EQUIPMENT PLACED ON SITE SHALL BE LABELED WITH OWNERS NAME, CONTACT NAME, AND PHONE NUMBERS.



5201 E. River Road
 Suite 308
 Minneapolis, MN 55421
 Tel 763-571-2500
 Fax 763-571-1168
 www.ulteig.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota

Date: 8-04-09 Reg. No. 43119


 Robley A. Evans

August 4, 2009

Subject: Citilink Communications Antenna & Equipment Installation Analysis
 Site: Osseo Water Tower
 Address: West of S Central Ave, North of 85th Ave N
 Osseo, MN
 Job No.: 09.01742

To Whom It May Concern:

Per your direction, Ulteig Engineers has completed the requested analysis of the existing water tower located at the address listed above for the installation of the proposed antennas. Analysis was completed using loading as described by International Building Code, AWWA Code, a site visit to obtain existing tower information and information provided by others. The following antenna information was used in the analysis of the tower.

Existing and Proposed Antenna Loading

Antenna	Centerline Elevation	Comment
(1) 247"x2" Ø Omni Antenna, (1) 246"x2" Ø Omni Antenna, (1) 197"x2" Ø Omni Antenna, (1) 136"x2" Ø Omni Antenna, (1) 133"x2" Ø Omni Antenna, (1) 121"x2" Ø Omni Antenna, (1) 109"x2" Ø Omni Antenna	120'±	Existing
(2) 30" Ø MW Dish; Panel Antennas: (2) 66"x8", (2) 65"x6", (2) 40"x6", (1) 24"x16", (1) 22"x16", (1) 22"x12", (2) 22"x10", (1) 12"x12"	98'±	Existing
(4) 30"x6" Panel Antenna, (4) ODU	120'±	Proposed
(2) 36" Ø MW Dish, (1) 24" Ø MW Dish	98'±	Proposed

(If this information or the information contained in this report and analysis is incorrect, this report and analysis are to be considered void and the correct information is to be given to Ulteig Engineers to allow for a revised analysis and report.)



City of Osseo City Council Meeting Item

Agenda Item:	Approve Lease Agreement with Cross Community Players for Garage located at 33 2nd ST NE
Meeting Date:	August 12, 2024
Prepared by:	Shane Mikkelson, Interim City Administrator/Police Chief
Attachments:	Lease Agreement

Policy Consideration:

Approve Lease Agreement with Cross Community Players for use of garage space at 33 2nd ST NE.

Background:

At the work session on July 22, we discussed leasing space at 33 2nd ST NE building and garages. Cross Community Players contacted staff about renting garage space at that location. We have agreed to a month-to-month lease for \$200.00 per month to rent one garage space. Attached is the Lease agreement for approval.

Budget or Other Considerations:

This agreement will help the city budget by having an income stream monthly.

City Goals Met By This Action:

Maintain as low of a tax rate as possible.

Options:

The City Council may choose to:

1. Approve the lease agreement with Cross Community Players;
2. Approve the lease agreement with Cross Community Players with noted changes/as amended
3. Deny the lease agreement with Cross Community Players.
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the lease agreement with Cross Community Players



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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 Pinnacle Insurance Agency of MN 10081 Dogwood St, NW Coon Rapids MN 55448	CONTACT NAME: Al Ancheta PHONE (A/C, No, Ext): (763) 767-2323 FAX (A/C, No): E-MAIL ADDRESS: al@pin-mn.com														
INSURED Cross Community Players Inc PO BOX 1135 MAPLE GROVE MN 55311-6111	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : USLI</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : USLI		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
<p>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.</p>		

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NPP1582048F	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP1582048F	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 DED 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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			NPP1582048F	05/01/2024	05/01/2025	Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Osseo 415 Central Av 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 AL ANCHETA
--	--

LEASE AGREEMENT

This Lease Agreement (this “Lease”) is made this ___ day of _____, 2024 by and between the City of Osseo, a Minnesota municipal corporation (“Landlord”) and Cross Community Players, Inc., a Minnesota nonprofit corporation (“Tenant”).

1. **Leased Premises and Common Areas.** In consideration of the rents, covenants, and agreements herein reserved and contained on the part of Tenant to be performed, Landlord does hereby lease to Tenant a portion of the garage building, land, and improvements located at 33 Second Street NE, Osseo, Minnesota, legally described and depicted on the attached Exhibit A (the “Leased Premises”). Tenant shall also have the non-exclusive right to use the common areas of the property upon which the Leased Premises is located. “Common Areas” include the parking lot, driveways, and sidewalks (the “Common Areas”).
2. **Lease Term.** The terms of this Lease and Tenant’s obligation to pay rent pursuant to this Lease shall commence on August 15th, 2024 (the “Commencement Date”). The Tenant shall occupy the Leased Premises on a month-to-month arrangement, with their tenancy ending upon 30 days written notice from either Party to the other Party (the “Lease Term”).
3. **Rent.** Tenant shall pay Landlord a fixed monthly rent of \$200 (the “Rent”). The Rent shall be due on the first day of each month, commencing on the Commencement Date, and continuing during the term of this Lease. If the first month of the Lease is a partial month, the Rent shall be prorated for that particular month. If any rent, or other sums payable by Tenant pursuant to this Lease are not paid within five days of the due date, Tenant shall pay a late charge equal to five percent of the delinquent amount. The Tenant shall not pay additional charges for operating costs or utilities.
4. **Repairs and Maintenance.** Prior to October 1, 2024, the Landlord shall repair the heater within the Leased Premises. Landlord will be responsible for the repair and maintenance of the Leased Premises, including the plumbing, electrical, heating, air conditioning, and ventilation systems, however, except for the heater repair noted in this paragraph, Landlord shall be under no obligation to make any repairs, alterations, or improvements to or upon the Leased Premises and instead of making any repairs, alterations or improvements, the Landlord may instead terminate the Lease pursuant to Section 12 hereof.
5. **Permitted Use.** Tenant shall use the Leased Premises primarily for storing set materials related to their operations as a musical theater company. In addition, the Tenant may use the Leased Premises to build sets no more than three times a year in two week increments. At least two weeks prior to using the Leased Premises for set-building, the Tenant shall provide written notice to the Landlord along with a tentative set-building schedule. Pursuant to Osseo City Code, § 93.18, (V)(2)(c), the Tenant shall not engage in or permit construction activities involving the use of any kind of electric, diesel, or gas-powered machine or other power equipment except between the hours of 7:00 a.m. and 10:00 p.m. on any weekday or between the hours of 9:00 a.m. and 9:00 p.m. on any weekend or holiday. No other uses are permitted on the Leased Premises unless Tenant obtains Landlord’s written consent. Tenant must keep the Common Areas free and clear of any obstructions, debris, barricades, or barriers.

6. **AS-IS Condition of Leased Premises.** Tenant shall furnish, install, and maintain on the Leased Premises all property and improvements necessary for the operation of Tenant's business on the Leased Premises. Neither Landlord nor any agent, contractor, or employee of Landlord has made any representations or promises with respect to the Leased Premises except as expressly provided in this Lease, and no right, privileges, easements, or licenses with respect to the Leased Premises are being acquired by Tenant except as expressly provided in this Lease. No exhibit attached to this Lease nor any other materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Leased Premises. Tenant, by taking possession of the Leased Premises, shall accept the same "as is" except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Leased Premises are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that it is leasing the Leased Premises on an "AS IS", "WHERE IS", and "WITH ALL FAULTS" basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever by Landlord, its agents, contractors, or employees. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE LEASED PREMISES OR ANY PART THEREOF, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSES AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES, OR ANY PART THEREOF.

7. **Alterations.** No improvements to the Leased Premises shall be made by Tenant unless written permission is obtained from Landlord, which approval shall not be unreasonably withheld or delayed. Any changes, alterations, or additions in or to the Leased Premises made by Tenant shall be at Tenant's sole cost and expense and will become a part of the Leased Premises and the sole property of Landlord. Landlord shall have the right to make changes to the Leased Premises and the Common Areas.

8. **Indemnity.**

a. To the fullest extent permitted by law, Tenant agrees to indemnify Landlord, its officials, employees, contractors, agents, and others acting on its behalf, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising out of and in connection with any actions, claims or proceedings (from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, by reason of any act or omission of Tenant, its officers, employees, contractors, or agents, or any other persons or entities for whose acts or omissions Tenant is legally responsible, in the performance of any of Tenant's obligations (whether express or implied) under this Lease.

b. Tenant, its officers, employees, contractors, agents, and others acting on its behalf agrees to indemnify, defend, and hold harmless Landlord, its officials, employees, contractors, agents, and other acting on its behalf from any and all claims, losses, damages, liabilities, causes of action, judgments, costs or expenses, including reasonable attorneys' fees which may be imposed upon or incurred by or asserted against Landlord or its officials, employees, contractors, agents, and others acting on its behalf with respect to any use, nonuse, or condition of the Leased Premises or the

Common Areas created by Tenant or its invitees or attributable to Tenant's use or manner of use of the property.

c. Notwithstanding anything to the contrary in the Lease, Landlord does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466 or as otherwise provided. Such statutory limited immunity shall apply whether an action, claim, demand, or lawsuit is initiated by Tenant or by any third party. In no event, shall Tenant assert or rely upon such statutory limited liability of Landlord to avoid liability for any act for which Tenant would otherwise be legally responsible.

d. The obligations of this Section shall survive the expiration or other termination of this Lease.

9. **Insurance.**

a. Tenant and its contractors, subcontractors, and agents must carry insurance during the term of this Lease in accordance with the following requirements:

1. Comprehensive General Liability Insurance with minimum combined single limits of \$1,000,000 per occurrence.

2. Insurance covering any Tenant improvements, fixtures, and Tenants' personal property located on or within the Leased Premises.

3. All insurance required by this Section may be carried under a separate policy or a rider or endorsement; shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the state of Minnesota. The comprehensive general liability insurance policy shall name Landlord as an additional insured.

4. Tenant shall provide to Landlord a certificate of insurance evidencing that all insurance required by this Section is in effect and complies with the requirements of this Section.

b. Landlord will carry insurance during the term of this Lease for the full insurable value of the Leased Premises, including the building and the Common Areas, with the exception of any Tenant improvements, fixtures, and Tenant's personal property located on or within the Premises. Tenant hereby waives and releases all claims, liabilities, and causes of action against Landlord and its officials, employees, contractors, and agents for loss or damage to, or destruction of the Tenant improvements, fixtures, and personal property of Tenant, located in, upon or about the Leased Premises or the Common Areas.

c. All insurance policies shall contain an endorsement requiring 30 days' written notice from the insurance company to both parties before cancellation or change in coverage, scope or amount of any such policy; and contain the standard form of waiver of subrogation.

10. **Environmental.**

a. HAZARDOUS SUBSTANCES. Tenant agrees that throughout the term of the Lease, it shall not use the Leased Premises or Common Areas for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under any Environmental Law of other applicable federal, state or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921, as now or hereafter amended; (iii) toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

b. Tenant will be solely liable for and will defend, indemnify, and hold Landlord, its officials, employees, contractors, and agents harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Tenant's use, storage, handling, transportation, or disposal of Hazardous Substances on, at or under the Leased Premises or the Common Areas, including cleanup or restoration of the Leased Premises or Common Areas.

c. The Parties agree that the Tenant may store paint in covered cans on the Leased Premises.

d. The obligations of this Section shall survive the expiration or other termination of this Lease.

11. **Destruction and Restoration.** If fire or other casualty partially damages or destroys the building on the Leased Premises, or the building on the Leased Premises incurs substantial damage due to vandalism, failure of building systems, or other unforeseen cause that occurs during the term of this Lease, then Landlord may elect to terminate this Lease. Landlord may elect to repair the building on the Leased Premises, provided that such repairs can be made within 90 days. Repairs shall be made at Landlord's expense. If Landlord does not elect to repair the damage or such repairs cannot be made within 90 days, this Lease may be terminated by either party. In the

event that the repairs are not made to the building on the Leased Premises and this Lease is terminated, Landlord shall be entitled any insurance proceeds received by Tenant for the repair or replacement of the building. As used in this Section, “substantial damage” means damage that fundamentally interferes with Tenant’s ability to continue to use the Leased Premises for the permitted use under Section 5 of this Lease.

12. **Termination.** Either Party may terminate the Lease for any reason at any time upon 30 days written notice.

13. **Surrender.** Upon termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the Landlord improvements, appliances, or fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of Landlord’s termination of this Lease or Tenant’s surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

14. **Default.**

a. Any one of the following events shall constitute an event of default (an “Event of Default”) under the Lease:

- i. Tenant fails to pay any monthly installment of Rent and such default continues for a period of five days;
- ii. Tenant violates or fails to perform any of the other conditions, covenants, or agreements made by Tenant in this Lease and such default continues for 15 days after written notice to Tenant from Landlord; provided, however, that if Tenant informs Landlord in writing that the nature of such default is such that Tenant can cure the default, but not within 15 days, then the Event of Default will be suspended for a period not in excess of 30 additional days, provided that Tenant diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create a material risk to the Leased Premises or to persons using the Leased Premises; or
- iii. Tenant files or has filed against it any bankruptcy, receivership, or other creditor’s action or makes an assignment for the benefit of creditors.

b. If an Event of Default occurs and continues, Landlord may at its sole option by written notice to Tenant terminate the Lease immediately. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord’s rights under this Section.

c. If an Event of Default has occurred and continues, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Leased Premises (the “Repossession”) by force, summary proceedings, ejectment, or otherwise, and may remove Tenant and all other persons and property from the Leased Premises. In the event Landlord reenters the

Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property from the Leased Premises, all items of personal property not removed shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

d. After Repossession, whether or not Landlord terminates this Lease, Landlord may, but shall not be obligated to, attempt to relet the Leased Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms and for such terms and uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent from such reletting.

e. No termination of this Lease or Repossession shall relieve Tenant of its liabilities and obligations under this Lease and any outstanding loans that it may have relating to the Leased Premises, all of which shall survive any such termination or Repossession.

f. In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.

g. Landlord shall, in no event, be considered to be in default of Landlord's obligations under this Lease until the expiration of 30 days' written notice of default from Tenant. Landlord shall not be in default if, within the 30-day period, Landlord is proceeding to cure the default with reasonable diligence and in good faith.

h. No remedy provided for herein or elsewhere in this Lease or otherwise available to either party by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

15. **Waiver.** No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of the Rent shall be deemed to be a waiver of Landlord's right to receive the balance of delinquent lease payments, to terminate this Lease, to repossess the Leased Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

16. **Liens.** Tenant shall not permit any mechanics', materialmen's, or other liens to stand against the Leased Premises or any part thereof for work or materials furnished to Tenant or its contractors or subcontractors in connection with this Lease. Tenant agrees to indemnify, defend, and hold harmless Landlord from and against the same.

17. **Assignment & Subletting.** Tenant shall not assign or sublet the Leased Premises.

18. **Access to Premises.**

a. Landlord shall provide Tenant with a key to access the Leased Premises.

b. Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours for the purpose of inspecting the same in order to ensure that the Leased Premises complies with any laws, ordinances, rules, regulations, requirements, and orders of any public authority. NOTHING HEREIN SHALL IMPLY ANY DUTY ON THE PART OF LANDLORD TO DO ANY SUCH WORK UNDER ANY PROVISION OF THIS LEASE Tenant may be required to perform, and the performance thereof shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord shall, in connection with such inspection, cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances, but in no event shall Landlord be liable for any inconvenience, loss of business, or other damage experienced by Tenant. Landlord and its authorized agents shall be entitled to enter the Leased Premises at all reasonable times for the purpose of exhibiting the same to prospective tenants or purchasers and during the final three months of this Lease, Landlord shall be entitled to exhibit the Leased Premises for rent and to display the usual "For Rent" or "For Lease" signs.

19. **Quiet Enjoyment.** Tenant, subject to the terms and provisions of this Lease, on payment of rents and observing, keeping, and performing all of the terms and provisions of this Lease, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term hereof without hindrance or objection by any persons lawfully claiming under Landlord.

20. **Signs.** Upon prior written approval by Landlord of location, design, and construction, which approval shall not be unreasonably withheld, Tenant may erect such signs upon the Leased Premises as it may deem desirable, as long as said signs do not violate the applicable City of Osseo and state codes, laws, and regulations. Said signs shall be erected at Tenant's expense.

21. **Holding Over.** In the absence of any written agreement to the contrary, if Tenant should continue to occupy the Leased Premises following the expiration of the Lease, Tenant shall remain as a month-to-month tenant and all provisions of the Lease applicable to such tenancy shall remain in full force and effect. During such tenancy, the Tenant shall continue to pay the Rent on the first of each month. In any such event, Tenant shall be liable to Landlord for damages which Landlord may incur as a result of such holding over, including but not limited to damages incurred because of loss of a prospective successor tenant. If Tenant is a holdover tenant and if Tenant continues to occupy the Leased Premises following the termination of such holdover (by a proper notice as to such month-to-month tenancy), then the forgoing provision of this Section shall apply in the same manner as when Tenant continued to occupy following the expiration of the Lease term.

22. **Compliance with Laws.** Tenant must maintain the Leased Premises in a clean, neat, sanitary, and orderly condition. Tenant shall store all trash and garbage within the Leased Premises in metal or plastic containers in locations that are not visible to customers and invitees of the Leased Premises. Tenant shall not keep or display any merchandise or objects outside the interior of the Leased Premises or on any portion of the Common Areas. Tenant, at its sole expense, shall promptly comply with all laws, ordinances, and requirements of federal, state, and local laws and regulations relating to Tenant's use and occupation of the Leased Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Leased Premises during the Lease Term.

23. **Eminent Domain.** If the whole or any part of the Leased Premises shall be taken by any public authority under the power of eminent domain, Tenant shall have no claim to, nor shall Tenant be entitled to, any portion of any award, for damages or otherwise. In the event only a portion of the Leased Premises are taken, the Lease shall terminate as to the part taken, and the rent and other charges herein reserved shall be adjusted for the remainder of the Leased Premises so that Tenant shall be required to pay for the balance of the term that portion of the rent reserved which the value of the part of the Leased Premises remaining after condemnation bears to the value of the Leased Premises immediately prior to the date of condemnation. The rental and other charges shall be apportioned as aforesaid by agreement between the parties or by legal proceedings, but pending such determination, Tenant shall pay at the time and in the manner above provided the rental herein reserved and all other charges herein required to be paid by Tenant, without deduction, and upon such determination, Tenant shall be entitled to credit for any excess rent paid. If, however, by reason of condemnation there is not sufficient space left in the Leased Premises for Tenant to reasonably conduct business, the Lease shall terminate. Although all damages in the event of condemnation belong to Landlord whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, nothing herein shall be construed to prevent Tenant to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for its leasehold interest.

24. **Notices.** Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease and any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified United States Mail, return receipt requested or delivered personally to:

- (a) in the case of Tenant: Cross Community Players, Inc.
Attn: Steven Eckes
PO Box 1135
Maple Grove, MN 55369

- (b) in the case of Landlord: City of Osseo
Attn: City Administrator
415 Central Avenue
Osseo, MN 55369

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 26.

25. **Attorneys' Fees.** If it is necessary for Landlord to retain the services of an attorney to enforce any of the terms, covenants, or provisions of this Lease, or to collect any sums due, Tenant shall pay to Landlord upon demand, as additional rent under this Lease, the reasonable cost of such services.

26. **Miscellaneous.**

- a. **Governing law.** The laws of the State of Minnesota shall govern this Lease.

- b. **Time.** Time is of the essence in the performance of all obligations under this Lease.
- c. **Binding Effect.** All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- d. **Authority to Execute.** Each party represents and warrants to the other that (i) it has the full right, power, and authority to execute this Lease and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provision of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.
- e. **No Partnership.** By executing this Lease, the parties are not establishing any joint undertaking, joint venture, or partnership. Each party shall act solely for its own account.
- f. **Severability.** If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- g. **Amendments.** All amendments to this Lease must be in writing, executed by both parties.

TENANT:
CROSS COMMUNITY PLAYERS, INC.

By: _____

Its: _____

LANDLORD:

By: _____

Duane Poppe

Its: Mayor

By: _____

Shane Mikkelson

Its: Interim City Administrator

EXHIBIT A

Legal Description

[INSERT]



Osseo, MN

Pending Expense Approval Report

By Vendor Name

APPKT00363

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Vendor: Accurate Auto & Tire Service					
Accurate Auto & Tire Service	1004902	Squad 121 Repair & Maintena	Vehicle Repairs/Maintenance	101-41900-217	1,945.95
Vendor Accurate Auto & Tire Service Total:					1,945.95
Vendor: Action Fleet, LLC					
Action Fleet, LLC	I7123	2024 F350 Lip Build	Equipment	135-42000-570	1,871.89
Vendor Action Fleet, LLC Total:					1,871.89
Vendor: Adams Pest Control, Inc.					
Adams Pest Control, Inc.	3948010	Pest Prevention Plan	Building Repair/Maintenance	101-41700-222	146.71
Vendor Adams Pest Control, Inc. Total:					146.71
Vendor: American Pressure Inc.					
American Pressure Inc.	143721	Coupler Plug	Equip Repair/ Maintenance	101-42000-221	6.95
Vendor American Pressure Inc. Total:					6.95
Vendor: Central Telephone					
Central Telephone	11817	Aug 2024 Svcs	Telecommunications	101-41700-321	923.08
Vendor Central Telephone Total:					923.08
Vendor: Century College					
Century College	1226308	FFI FFII Hazmat Courses	Fire Training - Reimbursable	101-41920-261	8,180.00
Vendor Century College Total:					8,180.00
Vendor: Cintas First Aid & Safety					
Cintas First Aid & Safety	8406918080	First Aid Cabinet Restocking	Operations	101-42000-211	75.93
Vendor Cintas First Aid & Safety Total:					75.93
Vendor: Comcast					
Comcast	7/31 - 8/30	7/31/24 - 8/30/24 PW Interne	Telecommunications	101-42000-321	184.67
Comcast	8/1 - 8/31	8/1/24 - 8/31/24 Internet /Vo	Telecommunications	101-41700-321	379.25
Comcast	8/8 - 9/7	Cable 8/8/24 - 9/7/24 - CH	Telecommunications	101-41700-321	19.91
Vendor Comcast Total:					583.83
Vendor: Comfort Solutions Heating & Cooling					
Comfort Solutions Heating &	i15876	Replaced Coil & Refrigerant Li	Rental Property Expenses	205-42350-801	1,940.00
Vendor Comfort Solutions Heating & Cooling Total:					1,940.00
Vendor: Crysteel Truck Equipment					
Crysteel Truck Equipment	F52250	F350 Plow Outfitting	Capital Outlay	110-42000-520	10,141.00
Vendor Crysteel Truck Equipment Total:					10,141.00
Vendor: Earl F Andersen					
Earl F Andersen	0136755-IN	Local Delivery Signs	Street Maintenance/Signage	101-42000-224	189.80
Vendor Earl F Andersen Total:					189.80
Vendor: ECM Publishers Inc					
ECM Publishers Inc	1009002	Publish Ordinance Amending	Printing/Publishing Service	101-41110-351	142.00
ECM Publishers Inc	1009003	Publish July 31 PAT	Printing/Publishing Service	101-41110-351	64.37
Vendor ECM Publishers Inc Total:					206.37
Vendor: Eftps - Fit And Fica					
Eftps - Fit And Fica	INV0000873	Federal Tax	Federal Withholding	101-21701	6,041.07
Eftps - Fit And Fica	INV0000873	Medicare	Fica Withholding	101-21703	1,931.14
Eftps - Fit And Fica	INV0000873	Social Security	Fica Withholding	101-21703	3,961.22
Eftps - Fit And Fica	INV0000892	Federal Tax	Federal Withholding	101-21701	5,583.15
Eftps - Fit And Fica	INV0000892	Medicare	Fica Withholding	101-21703	1,888.52
Eftps - Fit And Fica	INV0000892	Social Security	Fica Withholding	101-21703	4,135.14
Vendor Eftps - Fit And Fica Total:					23,540.24
Vendor: Fairs Garden Center					
Fairs Garden Center	12753	Mulch - City Hall	Building Repair/Maintenance	101-41700-222	138.00
Fairs Garden Center	12754	Mulch - City Hall	Building Repair/Maintenance	101-41700-222	138.00

Pending Expense Approval Report

Packet: APPKT00363

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Fairs Garden Center	12757	Chemicals/fertilizer	Operations	101-42350-211	14.99
				Vendor Fairs Garden Center Total:	290.99
Vendor: Ferguson Waterworks #2518					
Ferguson Waterworks #2518	534276	Curb Stop Repairs	Equip Repair/ Maintenance	601-49400-221	224.80
				Vendor Ferguson Waterworks #2518 Total:	224.80
Vendor: Finken Water Solutions					
Finken Water Solutions	28688TN	Bottled Water & Deliver - CH	Operations	101-41700-211	12.45
Finken Water Solutions	28689TN	Bottled Water & Delivery - PD	Office Operations	101-41900-201	50.45
Finken Water Solutions	5693202	Bottled Water & Delivery - FD	Operations	101-41920-211	58.45
Finken Water Solutions	1438150	Water cooler rental - CH	Leases/Rentals	101-41110-410	13.00
Finken Water Solutions	1438151	Water cooler rental - PD	Leases/Rentals	101-41900-410	8.00
Finken Water Solutions	1438153	Aug 2024 - Water Softener Re	Rental Property Expenses	205-42350-801	38.10
Finken Water Solutions	1442379	Water cooler rental - FD Late	Operations	101-41920-211	16.00
				Vendor Finken Water Solutions Total:	196.45
Vendor: Further					
Further	INV0000862	Employee HSA	Employee H.S.A Contribution	101-21711	1,062.08
Further	INV0000880	Employee HSA	Employee H.S.A Contribution	101-21711	1,062.08
				Vendor Further Total:	2,124.16
Vendor: Gary A Groen, CPA (inactive)					
Gary A Groen, CPA (inactive)	July 2024	August 2022 Financial consul	Accounting/Auditing	101-41550-301	882.00
Gary A Groen, CPA (inactive)	July 2024	August 2022 Financial consul	Accounting/Auditing	601-49400-301	551.25
Gary A Groen, CPA (inactive)	July 2024	August 2022 Financial consul	Accounting/Auditing	602-49400-301	551.25
Gary A Groen, CPA (inactive)	July 2024	August 2022 Financial consul	Accounting/Auditing	604-49400-301	220.50
				Vendor Gary A Groen, CPA (inactive) Total:	2,205.00
Vendor: Gopher State One Call Inc					
Gopher State One Call Inc	4070665	July 2024 Locate Services	Operations	601-49400-211	70.20
				Vendor Gopher State One Call Inc Total:	70.20
Vendor: Hennepin County Treasurer - Information Technology					
Hennepin County Treasurer - I	1000228627	June 2024 Radio Fleet Fee	Radio Communications	101-41920-220	638.94
Hennepin County Treasurer - I	1000230391	Aug 2024 PINS, SILS, CALS	Assessing Service	101-41110-308	29.00
				Vendor Hennepin County Treasurer - Information Technology Total:	667.94
Vendor: Hennepin County Treasurer - Public Works					
Hennepin County Treasurer -	1000229437	Fuel costs - June 2024	Fuel - Vehicle/Equipment	101-42000-216	281.58
				Vendor Hennepin County Treasurer - Public Works Total:	281.58
Vendor: Hennepin County Treasurer - Sheriff					
Hennepin County Treasurer -	1000229516	May 2024 Jail Per Diem	Incarceration Services	101-41900-316	150.00
				Vendor Hennepin County Treasurer - Sheriff Total:	150.00
Vendor: Hyder, Wahida					
Hyder, Wahida	Comm Ctr Refund	Comm Ctr Refund / Cancelati	Community Center Deposits	101-22001	250.00
Hyder, Wahida	Comm Ctr Refund	Comm Ctr Refund / Cancellati	Community Center Rent	101-36001	300.00
				Vendor Hyder, Wahida Total:	550.00
Vendor: Kennedy & Graven, Chartered					
Kennedy & Graven, Chartered	182574	June 2024 Legal Services	Legal Service - Civil	101-41500-304	6,063.28
				Vendor Kennedy & Graven, Chartered Total:	6,063.28
Vendor: Law Enforcement Labor Services					
Law Enforcement Labor Serv	Aug 2024	PD Monthly Union Dues	Union Dues	101-21708	564.00
				Vendor Law Enforcement Labor Services Total:	564.00
Vendor: Lorraine Woidylla					
Lorraine Woidylla	CC Refund 12/14/24	Comm Ctr Refund - Event Can	Community Center Deposits	101-22001	250.00
Lorraine Woidylla	CC Refund 12/14/24	Comm Ctr Refund - Event Can	Community Center Rent	101-36001	300.00
				Vendor Lorraine Woidylla Total:	550.00
Vendor: LRS Portables					
LRS Portables	MP255199	7/26/24 - 8/22/24 Boerboom	Operations	101-42350-211	88.00
LRS Portables	MP255200	7/26/24 - 8/22/24 Sipe Park	Operations	101-42350-211	120.00
				Vendor LRS Portables Total:	208.00

Pending Expense Approval Report

Packet: APPKT00363

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Vendor: Medline Industries, LP					
Medline Industries, LP	2325143248	Multicuff BP System	Operations	101-41920-211	195.57
Vendor Medline Industries, LP Total:					195.57
Vendor: Menards - Brooklyn Park					
Menards - Brooklyn Park	89933	Toggles	Building Repair/Maintenance	101-42000-222	5.98
Menards - Brooklyn Park	90298	Swiffer refill and cleaner	Operations	101-41800-211	37.92
Menards - Brooklyn Park	91174	Drilling Hammer / Keys & Lab	Operations	101-42000-211	27.33
Vendor Menards - Brooklyn Park Total:					71.23
Vendor: Metro Alarm & Lock					
Metro Alarm & Lock	54356	Add Kintzi as VK App User	Office Operations	101-41900-201	50.00
Vendor Metro Alarm & Lock Total:					50.00
Vendor: Metro Sales Inc					
Metro Sales Inc	INV2564056	Copier Usage - PD	Operations	101-41900-211	156.15
Metro Sales Inc	INV2571402	Copier Lease - PD	Leases/Rentals	101-41900-410	78.88
Vendor Metro Sales Inc Total:					235.03
Vendor: Metro West Inspection Services, Inc.					
Metro West Inspection Serv	4232	Finalized Permits July 2024	Inspection Services	101-41940-305	144.00
Vendor Metro West Inspection Services, Inc. Total:					144.00
Vendor: Metropolitan Council					
Metropolitan Council	1175775	Waste Water Svcs	Sanitary Sewer Service	602-49400-386	19,565.93
Vendor Metropolitan Council Total:					19,565.93
Vendor: Minnesota Child Support Payment Center (SDU/Tribal Order Payee)					
Minnesota Child Support Pay	INV0000871	Child Support	Misc Deductions/Benefits	101-21710	728.65
Minnesota Child Support Pay	INV0000890	Child Support	Misc Deductions/Benefits	101-21710	728.65
Vendor Minnesota Child Support Payment Center (SDU/Tribal Order Payee) Total:					1,457.30
Vendor: Minnesota Department of Labor & Industry					
Minnesota Department of Lab	June 2024	Bldg Report Conf #JUNE05317	Building Permit Surcharge	101-20801	281.50
Vendor Minnesota Department of Labor & Industry Total:					281.50
Vendor: Minute Maker Secretarial					
Minute Maker Secretarial	M1920	7/22 Council / WS , 7/29 WS	Education/Meetings/Travel	101-41000-260	413.00
Vendor Minute Maker Secretarial Total:					413.00
Vendor: MN Department of Revenue					
MN Department of Revenue	INV0000874	State Tax	State Withholding	101-21702	2,753.09
MN Department of Revenue	INV0000893	State Tax	State Withholding	101-21702	2,663.99
Vendor MN Department of Revenue Total:					5,417.08
Vendor: Morenike Elizabeth Adegboye					
Morenike Elizabeth Adegboye	CC Dep Refund	Comm Ctr Dep Refund 7/19/2	Community Center Deposits	101-22001	250.00
Vendor Morenike Elizabeth Adegboye Total:					250.00
Vendor: Msrs Dfc/Hcsp					
Msrs Dfc/Hcsp	INV000861	DFC - MSRS (7/12/24 Payroll)	Deffered Comp	101-21705	2,865.00
Msrs Dfc/Hcsp	INV0000866	DFC - MSRS	Deffered Comp	101-21705	2,740.00
Msrs Dfc/Hcsp	INV0000867	Employee HSA	Hcsp	101-21712	973.92
Msrs Dfc/Hcsp	INV0000884	DFC - MSRS	Deffered Comp	101-21705	2,740.00
Msrs Dfc/Hcsp	INV0000885	Employee HSA	Hcsp	101-21712	899.96
Vendor Msrs Dfc/Hcsp Total:					10,218.88
Vendor: My Medical Clinic					
My Medical Clinic	18059-00	Drug Screening	Personnel/Recruitment	101-41900-355	155.00
Vendor My Medical Clinic Total:					155.00
Vendor: NAPA - Cottens Osseo					
NAPA - Cottens Osseo	2488-500205	Filter & Oil - Mower Service	Equip Repair/ Maintenance	101-42350-221	43.39
Vendor NAPA - Cottens Osseo Total:					43.39
Vendor: PERA - Public Employees Retirement Association					
PERA - Public Employees Retir	INV0000872	PERA	Pera	101-21704	3,052.44
PERA - Public Employees Retir	INV0000872	PEPFF	Pera	101-21704	12,072.72
PERA - Public Employees Retir	INV0000891	PERA	Pera	101-21704	3,020.81

Pending Expense Approval Report

Packet: APPKT00363

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
PERA - Public Employees Retir	INV0000891	PEPFF	Pera	101-21704	11,456.15
Vendor PERA - Public Employees Retirement Association Total:					29,602.12

Vendor: Poms Tire Service, Inc.

Poms Tire Service, Inc.	700065965	New tire for Squad 120	Vehicle Repairs/Maintenance	101-41900-217	161.02
Vendor Poms Tire Service, Inc. Total:					161.02

Vendor: Premier Bank

Premier Bank	5/8 - 6/6 CC	MCFOA Membership - Cisews	Education/Meetings/Travel	101-41110-260	50.00
Premier Bank	5/8 - 6/6 CC	Holidan Inn - Lodging MMCI -	Education/Meetings/Travel	101-41110-260	613.85
Premier Bank	5/8 - 6/6 CC	Microsoft User Licenses	Software	101-41515-309	338.25
Premier Bank	5/8 - 6/6 CC	Notebooks - Amazon	Office Operations	101-41900-201	55.11
Premier Bank	5/8 - 6/6 CC	Amazon - Storage Bins	Office Operations	101-41900-201	63.95
Premier Bank	5/8 - 6/6 CC	Costco Scandisk SSD	Operations	101-41900-211	87.21
Premier Bank	5/8 - 6/6 CC	Amazon Office Supplies	Operations	101-41900-211	140.78
Premier Bank	5/8 - 6/6 CC	Zoom Online Mtgs	Dues/Membership	101-41900-255	162.67
Premier Bank	5/8 - 6/6 CC	Scheduling Software - Ximble	Dues/Membership	101-41900-255	11.33
Premier Bank	5/8 - 6/6 CC	Dept Mtg Meal - Olive Garden	Education/Meetings/Travel	101-41900-260	148.13
Premier Bank	5/8 - 6/6 CC	Storm Trng Group - Bldg Clear	Education/Meetings/Travel	101-41900-260	699.00
Premier Bank	5/8 - 6/6 CC	MN Chiefs CLEO & Command	Education/Meetings/Travel	101-41900-260	825.00
Premier Bank	5/8 - 6/6 CC	Quanticolt LLC - QPT Course:	Education/Meetings/Travel	101-41900-260	278.00
Premier Bank	5/8 - 6/6 CC	Dept Mtg - Olive Garden	Education/Meetings/Travel	101-41900-260	41.25
Premier Bank	5/8 - 6/6 CC	icloud storage	Software	101-41900-309	2.99
Premier Bank	5/8 - 6/6 CC	Dropbox Licenses	Software	101-41920-309	72.00
Premier Bank	5/8 - 6/6 CC	Fleet Farm - Uniform Klocek	Uniforms/Gear	101-42000-218	52.00
Premier Bank	5/8 - 6/6 CC	Fleet Farm - Uniform Klocek	Uniforms/Gear	101-42000-218	84.97
Premier Bank	5/8 - 6/6 CC	Holiday Station - Fuel	Snow Management	101-42000-250	40.00
Premier Bank	5/8 - 6/6 CC	Menards - Irrigation reducers	Central Avenue Beautification	101-42350-215	5.67
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	29.99
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.00
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.30
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.30
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.30
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.30
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.30
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.30
Premier Bank	5/8 - 6/6 CC	Health Club Membership	Dues/Membership	115-41900-255	32.30
Premier Bank	5/8 - 6/6 CC	Backrack - Saftey Rack 2024 F	Equipment	135-42000-570	325.56
Premier Bank	5/8 - 6/6 CC	F350 Tool Box - Decked Storg	Equipment	135-42000-570	1,736.39
Premier Bank	5/8 - 6/6 CC	F350 Key Rack - Northern Tool	Equipment	135-42000-570	103.33
Premier Bank	5/8 - 6/6 CC	MN Rural Water Assoc Memb	Dues/Membership	601-49400-255	400.00
Vendor Premier Bank Total:					6,593.23

Vendor: Prime Advertising & Design

Prime Advertising & Design	91110	Aug 2024 Website Hosting	Software	101-41515-309	100.00
Prime Advertising & Design	91329	Fall 2024 Newsletter	Software	101-41515-309	2,860.36
Vendor Prime Advertising & Design Total:					2,960.36

Vendor: Sipe Bros. Inc.

Sipe Bros. Inc.	7/3 - 7/15 Fuel	7/3 - 7/15 Fuel Charges	Fuel - Vehicle/Equipment	101-41920-216	92.74
Sipe Bros. Inc.	7/3 - 7/15 Fuel	7/3 - 7/15 Fuel Charges	Fuel - Vehicle/Equipment	101-42000-216	433.06
Sipe Bros. Inc.	7/16 - 7/31	Fuel Charges 7/16/24 - 7/31/2	Fuel - Vehicle/Equipment	101-42000-216	524.16
Vendor Sipe Bros. Inc. Total:					1,049.96

Vendor: Sloth Inspections Inc

Sloth Inspections Inc	July 2024	July 2024 Finaled Electrical Ins	Inspection Services	101-41940-305	492.00
Vendor Sloth Inspections Inc Total:					492.00

Vendor: South Lake Minnetonka Police Department

South Lake Minnetonka Police	GTEL	GTEL invoices 1512 1518 1525	Other Professional Services	101-41900-310	80.77
South Lake Minnetonka Police	Morris	Invoice 6225 adjustment	Other Professional Services	101-41900-310	129.78
Vendor South Lake Minnetonka Police Department Total:					210.55

Vendor: Streicher's Inc.

Streicher's Inc.	I1709632	Taser Holster	Officer Equipment	101-41900-213	59.99
Streicher's Inc.	I1710089	Alterations & Duty Hat - Swan	Uniforms/Gear	101-41900-218	94.99

Pending Expense Approval Report

Packet: APPKT00363

Vendor Name	Payable Number	Description (Item)	Account Name	Account Number	Amount
Streicher's Inc.	I1710647	Traffic Vest	Officer Equipment	101-41900-213	44.99
Streicher's Inc.	I1709995	9mm Practice	Equipment	116-41900-570	301.33
Streicher's Inc.	I1711455	Uniform Pants - Mikkelson	Officer Equipment	101-41900-213	159.98
Vendor Streicher's Inc. Total:					661.28
Vendor: Sun Life Assurance Co					
Sun Life Assurance Co	Aug 2024	Aug 2024 STD/LTD	Medical/Dental/Life/Ltd	101-21706	45.90
Sun Life Assurance Co	Aug 2024	Aug 2024 STD/LTD	Med/Den/Life/Ltd/Std Insura	101-41110-130	86.72
Sun Life Assurance Co	Aug 2024	Aug 2024 STD/LTD	Med/Den/Life/Ltd/Std Insura	101-41900-130	604.88
Sun Life Assurance Co	Aug 2024	Aug 2024 STD/LTD	Med/Den/Life/Ltd/Std Insura	101-42000-130	88.80
Vendor Sun Life Assurance Co Total:					826.30
Vendor: Symbolarts LLC					
Symbolarts LLC	498320	PD Badges - Qty 3	Equipment	115-41900-570	285.00
Vendor Symbolarts LLC Total:					285.00
Vendor: Thomson Reuters - West					
Thomson Reuters - West	850284599	Online Software Subscription	Dues/Membership	101-41900-255	144.90
Vendor Thomson Reuters - West Total:					144.90
Vendor: U.S. BANK EQUIPMENT FINANCE					
U.S. BANK EQUIPMENT FINAN	533802815	Copier Rental - PW	Leases/Rentals	101-42000-410	74.42
Vendor U.S. BANK EQUIPMENT FINANCE Total:					74.42
Vendor: Walters Recycling & Refuse, Inc.					
Walters Recycling & Refuse, In	8043714	Aug - Oct Trash & Recycling 4	Rental Property Expenses	205-42350-801	78.85
Vendor Walters Recycling & Refuse, Inc. Total:					78.85
Vendor: WSB & Associates Inc					
WSB & Associates Inc	June 2024	June 2024 Engineering Svcs	Engineering Service	130-42000-303	3,365.50
WSB & Associates Inc	June 2024	June 2024 Engineering Svcs	Engineering Service	130-42000-303	355.50
WSB & Associates Inc	June 2024	June 2024 Engineering Svcs	Engineering Service	130-42000-303	750.00
WSB & Associates Inc	June 2024	June 2024 Engineering Svcs	Engineering Service	412-42000-303	237.00
WSB & Associates Inc	June 2024	June 2024 Engineering Svcs	Engineering Service	412-42000-303	2,748.00
WSB & Associates Inc	June 2024	June 2024 Engineering Svcs	Engineering Service	604-49400-303	1,179.00
WSB & Associates Inc	June 2024	June 2024 Engineering Svcs	Engineering Service	604-49400-303	8,038.50
Vendor WSB & Associates Inc Total:					16,673.50
Vendor: Xcel Energy					
Xcel Energy	885574253	5/22/24 - 6/23/24	Electric Service	101-41700-380	1,411.62
Xcel Energy	885574253	5/22/24 - 6/23/24	Electric Service	101-41800-380	309.87
Xcel Energy	885574253	5/22/24 - 6/23/24	Traffic Signals/Street Lights	101-42000-226	2,253.07
Xcel Energy	885574253	5/22/24 - 6/23/24	Electric Service	101-42000-380	377.15
Xcel Energy	885574253	5/22/24 - 6/23/24	Electric Service	101-42000-380	10.15
Xcel Energy	885574253	5/22/24 - 6/23/24	Gateway Sign Operations	101-42350-212	328.81
Xcel Energy	885574253	5/22/24 - 6/23/24	Electric Service	101-42350-380	267.12
Xcel Energy	885574253	5/22/24 - 6/23/24	Electric Service	601-49400-380	62.17
Xcel Energy	885574253	5/22/24 - 6/23/24	Electric Service	602-49400-380	773.04
Vendor Xcel Energy Total:					5,793.00
Grand Total:					168,002.55

Report Summary

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	111,832.67
110 - CIP EQUIPMENT	10,141.00
115 - POLICE DONATIONS/EXPENSES	540.79
116 - POLICE FORFIETURE FUND	301.33
130 - PAVEMENT MANAGEMENT	4,471.00
135 - CIP FACILITIES	4,037.17
205 - PARK DEDICATION	2,056.95
412 - 2022-23 Alley & Street Projects	2,985.00
601 - WATER FUND	1,308.42
602 - SEWER FUND	20,890.22
604 - STORM WATER FUND	9,438.00
Grand Total:	168,002.55

Account Summary

Account Number	Account Name	Expense Amount
101-20801	Building Permit Surcharg	281.50
101-21701	Federal Withholding	11,624.22
101-21702	State Withholding	5,417.08
101-21703	Fica Withholding	11,916.02
101-21704	Pera	29,602.12
101-21705	Deffered Comp	8,345.00
101-21706	Medical/Dental/Life/Ltd	45.90
101-21708	Union Dues	564.00
101-21710	Misc Deductions/Benefit	1,457.30
101-21711	Employee H.S.A Contrib	2,124.16
101-21712	Hcsp	1,873.88
101-22001	Community Center Depo	750.00
101-36001	Community Center Rent	600.00
101-41000-260	Education/Meetings/Tra	413.00
101-41110-130	Med/Den/Life/Ltd/Std In	86.72
101-41110-260	Education/Meetings/Tra	663.85
101-41110-308	Assessing Service	29.00
101-41110-351	Printing/Publishing Servi	206.37
101-41110-410	Leases/Rentals	13.00
101-41500-304	Legal Service - Civil	6,063.28
101-41515-309	Software	3,298.61
101-41550-301	Accounting/Auditing	882.00
101-41700-211	Operations	12.45
101-41700-222	Building Repair/Mainten	422.71
101-41700-321	Telecommunications	1,322.24
101-41700-380	Electric Service	1,411.62
101-41800-211	Operations	37.92
101-41800-380	Electric Service	309.87
101-41900-130	Med/Den/Life/Ltd/Std In	604.88
101-41900-201	Office Operations	219.51
101-41900-211	Operations	384.14
101-41900-213	Officer Equipment	264.96
101-41900-217	Vehicle Repairs/Mainten	2,106.97
101-41900-218	Uniforms/Gear	94.99
101-41900-255	Dues/Membership	318.90
101-41900-260	Education/Meetings/Tra	1,991.38
101-41900-309	Software	2.99
101-41900-310	Other Professional Servi	210.55
101-41900-316	Incarceration Services	150.00
101-41900-355	Personnel/Recruitment	155.00
101-41900-410	Leases/Rentals	86.88
101-41920-211	Operations	270.02

Account Summary

Account Number	Account Name	Expense Amount
101-41920-216	Fuel - Vehicle/Equipmen	92.74
101-41920-220	Radio Communications	638.94
101-41920-261	Fire Training - Reimburse	8,180.00
101-41920-309	Software	72.00
101-41940-305	Inspection Services	636.00
101-42000-130	Med/Den/Life/Ltd/Std In	88.80
101-42000-211	Operations	103.26
101-42000-216	Fuel - Vehicle/Equipmen	1,238.80
101-42000-218	Uniforms/Gear	136.97
101-42000-221	Equip Repair/ Maintena	6.95
101-42000-222	Building Repair/Mainten	5.98
101-42000-224	Street Maintenance/Sig	189.80
101-42000-226	Traffic Signals/Street Lig	2,253.07
101-42000-250	Snow Management	40.00
101-42000-321	Telecommunications	184.67
101-42000-380	Electric Service	387.30
101-42000-410	Leases/Rentals	74.42
101-42350-211	Operations	222.99
101-42350-212	Gateway Sign Operation	328.81
101-42350-215	Central Avenue Beautific	5.67
101-42350-221	Equip Repair/ Maintena	43.39
101-42350-380	Electric Service	267.12
110-42000-520	Capital Outlay	10,141.00
115-41900-255	Dues/Membership	255.79
115-41900-570	Equipment	285.00
116-41900-570	Equipment	301.33
130-42000-303	Engineering Service	4,471.00
135-42000-570	Equipment	4,037.17
205-42350-801	Rental Property Expense	2,056.95
412-42000-303	Engineering Service	2,985.00
601-49400-211	Operations	70.20
601-49400-221	Equip Repair/ Maintena	224.80
601-49400-255	Dues/Membership	400.00
601-49400-301	Accounting/Auditing	551.25
601-49400-380	Electric Service	62.17
602-49400-301	Accounting/Auditing	551.25
602-49400-380	Electric Service	773.04
602-49400-386	Sanitary Sewer Service	19,565.93
604-49400-301	Accounting/Auditing	220.50
604-49400-303	Engineering Service	9,217.50
	Grand Total:	168,002.55

Project Account Summary

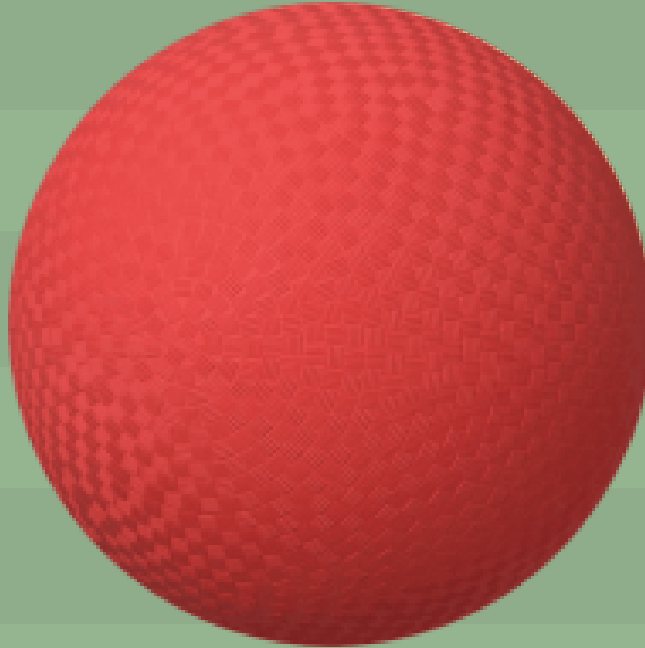
Project Account Key	Expense Amount
None	168,002.55
Grand Total:	168,002.55

Announcements

The last date to file for the municipal City election is August 13th by 5:00 PM. The City of Osseo has the Mayor and 2 council seats up for elections

Wee-Woo Crew

Bar Central



OSSEO KICKBALL

SEPTEMBER 12, 2024 6PM
SIPES PARK 206 6TH AVE SE

JOIN US FOR OSSEO FIRE AND POLICE
AGAINST DUFFY'S, DICK'S, OSSEO
HOLIDAY AND CITY WIDE

Food and Drinks provided by Circle K
All Donations to Osseo Community Outreach



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