



Osseo City Council Meeting

AGENDA

REGULAR MEETING
Monday, February 12, 2018
7:00 p.m., Council Chamber

MAYOR: DUANE POPPE COUNCILMEMBERS: HAROLD E. JOHNSON, MARK SCHULZ, LARRY STELMACH, ANNE ZELENAK

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 Council Work Session Minutes of January 22
 - B. Approve City Council Minutes of January 22
 - C. Receive January Building Report
 - D. Receive January Fire Relief Association Gambling Report
 - E. Approve Training for Public Works Maintenance Worker Josh Schillinger
 - F. Approve Community Center Fee Waiver for Library Programs in June
 - G. Approve Exempt Permit for National Wild Turkey Federation Raffle at Osseo American Legion
 - H. Approve Catering Agreement with Lynde's Catering
 - I. Approve Hire of Firefighter Nathaniel Dahl
6. **Matters from the Floor**
7. **Special Business**
 - A. Update from Senator Warren Limmer
 - B. Approve Draft Comprehensive Plan – Breanne Rothstein, WSB
 - C. Accept Donations (Resolution)
8. **Public Hearings**
9. **Old Business**
10. **New Business**
 - A. Approve Termination of Rental Lease at 25 4th Street NE
 - A. Approve EDA Actions of February 12, 2018
 - B. Approve Plans/Specs and Advertise for Bids for 2018 Street Project (Resolution)
 - C. Approve Plans/Specs and Advertise for Bids for 2018 Alley Project (Resolution)
 - D. Approve Agreement for Cleaning Services
 - E. Approve Downtown Banner Contest
 - F. Approve Youth Sports Recreation Classes
 - G. Approve Resolutions of Support for Grant Applications (Resolution)
 - H. Approve Job Description for Public Works Director and Posting of Position
 - I. Approve Accounts Payable
11. **Administrator Report**
12. **Council and Attorney Reports**
13. **Announcements**
 - A. Commission Members Needed
 - B. City Hall Closed February 19 for Presidents' Day
14. **Adjournment**

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

**OSSEO CITY COUNCIL
WORK SESSION MINUTES
January 22, 2018**

1. CALL TO ORDER

Mayor Duane Poppe called the work session of the Osseo City Council to order at 6:04 p.m. on Monday, January 22, 2018.

2. ROLL CALL

Members present: Councilmembers Harold E. Johnson, Mark Schulz, Larry Stelmach, Anne Zelenak, and Mayor Duane Poppe.

Members absent: None.

Staff present: City Planner Nancy Abts.

Others present: None.

3. AGENDA

Council agreed to discuss the work session items.

4. DISCUSSION ITEMS

A. SPECIAL EVENT PERMIT AND ORDINANCE

City Planner Nancy Abts stated the City Council reviewed initial information regarding Special Event Permits at its work session on October 30. At that meeting, the Council reviewed an example from the City of St. Paul Park and provided direction to the Council to fit it for use here in Osseo. Staff took that direction and have now updated the draft permit application and draft ordinance.

Abts explained the Council wanted to go with an “a la carte” type fee structure for these special events. The applicant would fill out the application, and check off the various City resources needed for the event. Those resources would then trigger various fees from the City. After discussing this option in more detail, staff determined that the best way to set this system up is to set hourly fees for various staff members. This is a concept that has discussed previously.

There are three main areas of City services that a Special Event might need: Administration (Finance, Planner, Clerk, Administrator), Police (additional Police Officers or Reserve Officers), and Public Works (Director and Maintenance staff)). Staff has looked at other similar city fee structures and recommends the following:

City Staff – Professional \$80 per hour (time & half for over-time)
City Staff – Administrative Support \$50 per hour (time & half for over-time)
City Staff – Public Works Professional \$80 per hour (time & half for over-time)
City Staff – Public Works Maintenance \$60 per hour (time & half for over-time)
Police Services – Additional Police Officers (per current Police Services contract)

For example: If someone wanted to host a special event, which would require additional City services, they would fill out the application and drop it off at City Hall. Administrative Staff would review the application and estimate the time necessary for City Staff set up and take down for that particular event. The applicant would pay that fee up front, and the application would then go on the next available Council meeting for Council review and approval (on the consent agenda).

Abts stated in this example, if the event needs road closures, this would require Public Works Maintenance Staff time in order to drop off the necessary barricades and time to pick up the barricades at the end of the event. Generally speaking, these events will most likely happen over the weekend, however, Public Works usually drops off the barricades Friday afternoon, and then picks them up again Monday morning. The City would charge one hour (\$60) of fees for that item. If the event requires four hours of additional Police services (usually because of anticipated large crowds or when alcohol is being served), the applicant would also be charged for four hours of the current Police Services rate (which is located on a separate contract through the Police Department and changes fees annually due to the highest Patrol Officer wage rate). The City could also charge a half hour or so for City Staff Administrative Support time in reviewing the permit application and preparing it for the Council packet.

Abts reported if, for some reason, staff over estimated time and fees, the City would be able to pay back any remaining in the escrow fund at the conclusion of the event. Additionally, if additional staff time was needed for the event, the City would attempt to seek additional payment from the applicant. By putting this in Ordinance form, it allows the City a better way to go after those applicants who do not pay for the additional fees (if necessary) through penalties as called out in the draft Ordinance (misdemeanor).

Abts explained this permit and Ordinance is targeted for those larger City-wide events that require additional City services (such as the Spring Opener, Car Show, Lions Roar, Minidazzle, etc). The vast majority of private resident parties (such as graduation parties and the like) would not trigger the need for additional City services (like the closure of streets/alleys or additional Police services).

Abts commented that historically the City has not asked for fees for additional City services for these types of events (the only exception is if the event needs more Police. Those events then enter into a contract with the Police Department itself for those services). As we have seen in recent months, the requests to waive fees because the event is viewed as a "City event" is a major topic of discussion. Staff has included draft language in the Ordinance to allow for the ability of the applicant to appeal to the Council to waive the fees associated with additional City services for Special Events. The Council should discuss this option and direct staff accordingly. An option that staff thinks may work is to charge those events that are making money (regardless of non-profit status) and waive the fees for events that have no money involved (such as the Car Show). This is something the Council should discuss and direct staff accordingly.

If the fee structure as proposed is recommended for approval, staff will add it to the Fee Schedule and seek updated approval from the Council on that item in the near future.

Stelmach stated the City has a lot of repeat events. He questioned if it took 60 days to approve a large event. Abts stated often discussions lasted longer than 60 days. For example, the City has already had conversations regarding the car show for this summer. She noted 60 days was not necessary for a graduation party but was helpful for larger events.

Schulz recommended the City remain consistent and have all permits reviewed with a 60-day time period. He supported all Public Works and Police fees being paid by permit seekers. However, he anticipated it would be difficult for the City to assess how much administrative staff time was dedicated to permit approvals.

Stelmach asked if staff logged the amount of time they spent on the Car Show. Abts stated she could make an estimate but noted staff did not have a completed time log.

Schulz asked if the City was proposing to have a special event permit fee. Abts explained staff was not proposing a fee.

Schulz suggested a permit fee be considered if staff was worried about covering its time.

Zelenak discussed how different and unique special events could be and explained some could require a great deal of staff time while others would not. She indicated the application process would help clarify how much staff time would be needed for each event.

Johnson commented on a large softball tournament he planned in the 1970s and how he went about planning this event. He expressed concern with the length of the proposed special event form and anticipated staff would have to go through this form with applicants.

Further discussion ensued regarding the proposed fee schedule for special event permits.

Schulz anticipated the Lions Club would have a difficult time if the City were to charge them a fee for a Special Event permit.

Stelmach agreed the Lions may request a waiver of any fees.

Schulz stated he supported the application process and the amount of information that would be gathered for special events. He indicated the challenging part was the fee assessment portion. He commented he did not want to get into waiving fees as this would greatly complicate the process.

Zelenak supported the proposed assessment fee and noted applicants could always make a request to the City Council to waive their fee, as has been done for use of the Community Center. She stated the Council would have to hear the requests.

Stelmach stated he really liked the proposed application as well but stated he was struggling with the idea of an administration/application fee.

Johnson suggested the fee be \$100 plus special services (Public Works and Police) versus an assessed fee for administrative review.

Schulz questioned what would trigger a Special Event Permit. He stated he would like to see a clearer definition of what would trigger the need for a Special Event Permit, along with a proposed fee.

Poppe asked if a new permit fee would be needed for each event sponsored by the Lions during Lions Roar. Abts stated one permit would be sufficient for this event.

Poppe inquired if the Football Day at the park would need a permit. Abts stated this was the case. She explained the City would not have to focus on the fees proposed to be tacked on if it was more important to hold a number of special events in the City.

Poppe questioned if the Movies or Music in the Park would require a permit, or the Farmers Market. Abts stated minimal City services are required for Movies and Music in the Park. She noted street closings were required for the Farmers Market.

Schulz suggested this item be readdressed by the City Council at its next work session.

The Council generally supported the application itself and directed staff to provide further information on the amount of time spent on Special Event permits, using existing City events as an illustration.

C. CHANGES TO MEETING PACKETS

Abts reported staff met with Tim Gaffron from CCX media on November 16 to discuss recording of city meetings and work sessions. This conversation was a follow up to the City Council work session on October 30.

Abts stated staff has increased the amount information posted to Granicus. Individual agenda item PDFs have been uploaded into the system. Granicus provides links to these items within the agenda. Viewers using the online portal can navigate directly to the supporting information for an agenda item, without having to return to the City's website to download the meeting packet.

Abts explained in 2018 work sessions will be published online, but not broadcast live. Recordings online are available to the general public. Once the recordings are online, they can be accessed by staff preparing subsequent agenda items. (The recordings will also be available to the general public.) Then, staff can include a hyperlink to the recording of a previous meeting where the matter was discussed in the "Previous Discussion" section of an agenda item memo. Because there were minimal references to past items in this week's meeting topics, this feature has not been used extensively, but will be available as meetings continue to take place moving forward. It was noted TimeSaver will also be taking minutes of the work sessions, following advice from the City Clerk and City Attorney.

Stelmach questioned who hosted the City's recorded meetings. Abts reported all of these meetings were hosted by Northwest Suburbs Cable Communications Commission.

Schulz stated he liked the way information was being placed online.

B. GATEWAY SIGN POLICY CHANGES

Abts stated following discussion on possible changes to the Gateway Sign Policy and procedures at the October 9 City Council meeting, a subcommittee meeting was held on January 5. At that meeting, the group discussed how the sign had operated to date and possible future changes. Attendees discussed the meaning of "city-sponsored event" and came to consensus that sponsorship would include in-kind contributions toward events.

Abts commented events that received free use of city facilities that would otherwise be paid for would be 'virtually' "sponsored" by the city, and information about those events could be placed on the Gateway Sign at the city's discretion. The subcommittee also

reviewed the proposed change to the Gateway Sign policy considered in October, made some small updates, and recommended the revised policy be approved.

The group also discussed conducting a survey to evaluate the Gateway Sign. This survey is a requirement of the Hennepin County Business District Initiative grant that helped fund the sign's construction. As an incentive for completing the survey, an offer for a single future \$25 discount on a future Gateway Sign posting is recommended.

Schulz asked how the survey would be distributed. Abts reported the survey would be distributed electronically on the City's website to the Chamber and to the Osseo Business Group.

Stelmach questioned if the survey could be completed online or if it would have to be printed and mailed to City Hall. Abts stated she was hoping the survey could be completed entirely online. She noted people would also be able to complete a paper copy of the survey at City Hall.

Schulz stated he had challenges with the waiving of Community Center fees opening up to free Gateway Sign usage.

Further discussion ensued regarding content for the Gateway Sign.

Zelenak stated she would support language being added to the policy regarding the waiver.

Johnson questioned if political candidates could place advertisements on the Gateway Sign.

Schulz stated he thought this content would currently be allowed but recommended the City Attorney provide further comment on this matter.

5. ADJOURNMENT

The work session ended at 6:58 p.m.

Respectfully submitted,

Heidi Guenther
TimeSaver Off Site Secretarial, Inc.

**OSSEO CITY COUNCIL
REGULAR MEETING MINUTES
January 22, 2018**

1. CALL TO ORDER

Mayor Duane Poppe called the regular meeting of the Osseo City Council to order at 7:01 p.m. on Monday, January 22, 2018.

2. ROLL CALL

Members present: Councilmembers Harold E. Johnson, Mark Schulz, Larry Stelmach, Anne Zelenak, and Mayor Duane Poppe.

Staff present: City Planner Nancy Abts.

Others present: Dennis Smith.

3. PLEDGE OF ALLEGIANCE

Poppe led the Pledge of Allegiance.

4. APPROVAL OF AGENDA [Additions - Deletions]

Poppe asked for additions or deletions to the Agenda.

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

5. CONSENT AGENDA

- A. Receive EDA Minutes of January 8
- B. Approve Council Minutes of January 8
- C. Approve Training Requests for Ehlers Municipal Finance Seminar
- D. Receive December 2017 American Legion Gambling Report
- E. Accept EDA Resignation of Dan LaRouche
- F. Approve Training Request for City Clerk
- G. Receive December 2017 Fire Relief Association Gambling Report
- H. Receive December 2017 Lions Club Gambling Report
- I. Approve Resignations of Firefighters Adam Hagman and Christopher Anderson
- J. Approve Hire of Firefighter John Hegstrand
- K. Approve Training Request for Police Firearms Class
- L. Approve Hire of Police Reserve Officer Michael Kampsen

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

6. MATTERS FROM THE FLOOR – None.

7. SPECIAL BUSINESS

- A. LEGISLATIVE UPDATE FROM REPRESENTATIVE DENNIS SMITH

Representative Dennis Smith provided the City Council with a legislative update. He explained 2017 was a busy year for the legislature. He explained the 2018 session would begin in February and noted this would be a bonding year. He commented on the local infrastructure projects he would be lobbying for within the bond, which included the completion of the TH610 connection. He stated he would also be working on new 911 legislation along with a Private/Public Partnership bill. He discussed how he was proposing to revolutionize legislation regarding notaries in order to streamline processes. Lastly, he commented he would be working to reduce the use of salt on streets and sidewalks in order to improve local waterway health.

Stelmach thanked Representative Smith for his report.

Johnson thanked Representative Smith for his report and encouraged him to speak with the City of Plymouth regarding its salt conservation program. He requested Representative Smith look into the State Vehicle Registration system and noted the current system was faulty. He asked if the State would be making any tax changes given the recent changes at the federal level. Representative Smith noted the tax system was very complicated and would have to be investigated to ensure it does not impact the State's budget. He provided further comment on the State's MNLAR program that was used for the State Vehicle Registration system and understood there were issues that still needed to be addressed. He indicated he would reach out to the City of Plymouth to learn more about its salt conservation program.

Poppe requested further information regarding the proposed Real ID. Representative Smith explained the Real ID program would roll out in October 2018 and enrollment would continue through October 2020. He indicated the State would now be offering three different types of IDs. He noted standard IDs would be sufficient in order to board a commercial flight.

Representative Smith thanked the Council for its time and invited all Osseo residents to tour the newly renovated Capitol building.

B. ACCEPT DONATIONS (Resolution)

City Planner Nancy Abts stated the City has received the following donations:

Donor	Amount/Item	Designated Fund
Osseo Fire Relief Association	\$52,000	Fire Apparatus Fund
Ronald & Nancy Roden	\$ 100	Beautification/Flower Fund
Harold E. & Gayle Johnson	\$ 300	Beautification/Flower Fund
<i>(in memory of Gerald Krois, Ingrid Nobbe, & Lawrence Trombley)</i>		

Staff recommends the Council accept the donations.

A motion was made by Stelmach, seconded by Schulz, to adopt Resolution No. 2018-6 accepting donations from the Osseo Fire Relief Association, Ronald & Nancy Roden, and Harold E. & Gayle Johnson. The motion carried 5-0.

8. PUBLIC HEARINGS – None.
9. OLD BUSINESS – None.

10. NEW BUSINESS

A. APPROVE POSTING FOR PUBLIC HEALTH/PLANNING INTERN POSITION

Abts stated City staff is recommending the hire of an intern. The intern will provide seasonal staffing help with grant-funded public health tasks and general planning work. The position lasts 6 months during spring and summer 2018. The internship would be for 10 hours a week during the school year, and 24 hours a week during the summer. It is designed to provide 400 hours of work. That length meets the minimum requirements for an internship for the University of Minnesota's Humphrey School of Public Affairs. To accommodate student schedules, some of the work during the spring can be completed remotely. The anticipated timeline for hiring an intern is:

January 23	Post position opening
February 20	Deadline to receive applications
February 21-23	Review applications
Week of February 26	Interviews with selected candidates
March 12	Council approves final hire
Mid-March	Internship starts
August 31	Internship ends

Abts noted the City would be responsible for paying one-third of the expense for the intern and should not exceed \$2,500. The remainder of the intern's wages would be covered by a grant.

Stelmach supported the idea of the City having another intern.

Johnson asked if the intern would be able to work more than the 400 hours. Abts reported the City did not have funds available to cover more than the proposed 400 hours.

Schulz stated he would like more information on how staff intends to supervise an intern that would be working remotely. Abts explained there were specific tasks staff had in mind that could be done remotely.

A motion was made by Zelenak, seconded by Johnson, to approve posting for the Public Health/Planning Intern Position, contingent upon staff identifying how the intern will work remotely and at a cost not to exceed \$2,500. The motion carried 5-0.

B. APPROVE TERMINATION OF RENTAL LEASE AT 25 4TH STREET NE

Abts stated current tenant Phillip Goebel has asked the City to consider approving an early termination of the current rental lease at 25 4th Street NE. Mr. Goebel signed the original lease in December of 2015. Prior to the end of the original lease period, Mr. Goebel signed a 12-month lease extension with the City starting in July 2017. Per the current lease, Mr. Goebel is responsible for rental payments through June 2018.

Abts explained the current lease does not contain a clause specifically about early termination. The lease has an abandonment clause which allows the City to relet the premises for "the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term...".

Abts indicated the lease also contains an “Intent to Vacate” clause: “Tenant must provide Renters Warehouse, as Landlord’s agent, at least 60 days written notice of its intent to terminate the Lease upon expiration of the Lease term. Any notice provided under this Section does not imply permission on behalf of the Landlord of Renters Waterhouse to vacate the Premises early, unless approved by Landlord or Renters Warehouse...”.

Abts stated the City Council could elect to allow the tenant to move out early and seek a new tenant. Based on the lease, the tenant does not have a right to do so. And if the tenant chooses to leave the property, without the City’s approval, the City could hold the tenant responsible for the remaining rent for the unexpired term. The Council can elect to approve the early termination of the lease and not require the tenant to pay the remaining monthly rental fees, or approve the early termination but require the tenant to pay the remaining monthly rental fees through the end of the current lease (which expires at the end of June 2018). The tenant has been an excellent renter for the City, and has never been late on rent payment.

Stelmach asked if Renter’s Warehouse would still pursue payments from the City if the tenant were to leave. Abts stated staff would have to investigate the City’s contract with Renter’s Warehouse further.

Schulz appreciated Mr. Goebel for coming forward and addressing this matter with the City. He explained he supported the early lease termination given the fact Mr. Goebel was a renter in good standing. He anticipated the payments to Renter’s Warehouse would end when the lease on this property was terminated.

Johnson asked if the modification fee of \$150 should be charged to Mr. Goebel. Abts believed it would be reasonable to charge this fee to Mr. Goebel given the fact he was proposing to modify the termination date on the lease. She noted the City Attorney had reviewed this matter.

Schulz supported this item being tabled until the first meeting in February to allow staff more time to research the contract with Renter’s Warehouse and to investigate the modification fee.

Poppe agreed noting Mr. Goebel was proposing to modify the lease so it would terminate at the end of February.

Zelenak suggested the item move forward and that further information be provided to the Council regarding the Renter’s Warehouse contract via email.

Johnson supported this suggestion. Abts asked if the Council would support the motion going forward with a condition the City would have no further financial obligations from Renter’s Warehouse for this property or the tenant agrees to cover these expenses.

Stelmach stated he would like to know what these expenses would be.

Poppe explained at this time City Council doesn’t even know what the expenses may be. He commented on the tenant’s intent to vacate, which was actually breaking the lease term.

Schulz and Stelmach expressed frustration with staff for putting the Council in a difficult position by not providing adequate information on this item. Abts encouraged the Council to contact staff with questions prior to any meeting.

Johnson asked if the City had collected a damage deposit from Mr. Goebel. Abts reported the City had collected a security deposit and typically this amounts to one month's rent.

Poppe stated he could support this item going forward with the understanding staff would be sending an email with further information on the Renter's Warehouse contract and modification fee.

A motion was made by Schulz, seconded by Stelmach, to table action on the early lease termination to the February 12, 2018, City Council meeting directing staff to provide the Council with additional feedback regarding the Renter's Warehouse contract and the modification fee. The motion carried 5-0.

C. APPROVE CITIZEN APPOINTMENT (Resolution)

Abts commented there are two positions yet to fill on the Public Safety Advisory Commission. Both are business appointments, one for a two-year term and a vacancy for a one-year term. Gary Current has offered to serve the two-year appointment.

A motion was made by Schulz, seconded by Stelmach, to adopt Resolution No. 2018-7 appointing Gary Current to the Public Safety Advisory Commission to serve a two-year term. The motion carried 5-0.

D. APPROVE ACCOUNTS PAYABLE

Abts reviewed the Accounts Payable with the Council.

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

11. ADMINISTRATOR REPORT – None.

12. COUNCIL AND ATTORNEY REPORTS

Johnson discussed the fish conservation efforts that occurred on Twin Lakes, noting many pounds of carp and bullhead were removed.

Stelmach welcomed Gary Current to the Public Safety Advisory Commission. He welcomed Firefighter John Hegstrand and Police Reserve Officer Michael Kampsen to the City as well.

Schulz encouraged residents to remove their cars from the street due to the current snow emergency.

Poppe reported the City has a need for a few Committee and Commission members. Those interested in serving in this capacity were encouraged to visit the City's website or contact City Hall for further information.

Poppe stated the Fire Relief Association Annual Dance would be held at the Osseo Legion on Friday, February 9, from 8 p.m. to midnight.

13. ADJOURNMENT

A motion was made by Schulz, seconded by Zelenak, to adjourn the City Council meeting at 7:49 p.m. The motion carried 5-0.

Respectfully submitted,

Heidi Guenther
TimeSaver Off Site Secretarial, Inc.

2018 Osseo Building Report

PID	Date	Permit Number	Estimated Value	Owner or Applicant	Address	Type	Project	SAC	Permit Amount	Surcharge	Plan Review	Total
1311922110095	1/8/2018	2018-1	\$ 9,500	Sean Robillard	601 3rd Ave NW	R	reroof	\$0	\$ 100.00	\$ 1.00	\$ -	\$ 101.00
1811921340034	1/8/2018	2018-2	\$ 900	Jennifer Bohler Penney	332 6th Ave SE	R	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1811921210039	1/8/2018	2018-3E	\$ -	Mike Mack	425 6th Ave NE	E	electrical	\$0	\$ 80.00	\$ 1.00	\$ -	\$ 81.00
1311922410032	1/8/2018	2018-4E	\$ -	Ryan Companies	108 Broadway St W	C	electrical	\$0	\$ 160.00	\$ 1.00	\$ -	\$ 161.00
1811921230171	1/9/2018	2018-5E	\$ -	Eric Hopfner	125 3rd Ave NE	R	electrical	\$0	\$ 40.00	\$ 1.00	\$ -	\$ 41.00
1811921240104	1/10/2018	2018-6E	\$ -	Dan Spanier	208 4th Ave NE	R	electrical	\$0	\$ 40.00	\$ 1.00	\$ -	\$ 41.00
1811921230171	1/10/2018	2018-7	\$ 3,925	Eric Hopfner	125 3rd Ave NE	R	furnace	\$0	\$ 75.00	\$ 1.00	\$ -	\$ 76.00
1811921240041	1/11/2018	2018-8E	\$ -	David Ditlefsen	208 6th Ave NE	R	electrical	\$0	\$ 40.00	\$ 1.00	\$ -	\$ 41.00
1811921240078	1/16/2018	2018-9	\$ 3,500	Tom Hartkopf	225 8th Ave NE	R	plumbing alterations	\$0	\$ 75.00	\$ 1.00	\$ -	\$ 76.00
1811921130004	1/16/2018	2018-10	\$ 800	Lonnie Glover	817 3rd St NE	R	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1811921230190	1/22/2018	2018-11	\$ 1,000	Jackie Fair	208 3rd Ave NE	R	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1811921240041	1/23/2018	2018-12	\$ 1,000	David Ditlefsen	208 6th Ave NE	R	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1811921240067	1/24/2018	2018-13	\$ 1,250	Todd Woods	200 7th Ave NE	R	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1811921210075	1/29/2018	2018-14E	\$ -	QT Commercial	617 No Oaks Dr	C	electrical	\$0	\$ 56.00	\$ 1.00	\$ -	\$ 57.00
1811921240002	1/31/2018	2018-15	\$ 1,000	Caroline Schaefer	117 6th Ave NE	R	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
Totals			\$ 22,875					\$0	\$ 756.00	\$ 15.00	\$ -	\$ 771.00



Osseo Fire Department Relief Association
 Charitable Gambling Operations
 Minnesota Lawful Gambling License # 01851
 415 Central Ave
 Osseo, MN 55369

Osseo Fire Department Relief Association Charitable Gambling Report to the City of Osseo

1. Report for the month of **January 2018**
2. For the conduct of the following types of lawful gambling (as checked):

- | | |
|---|--------------|
| <input checked="" type="checkbox"/> Pull-Tabs | 53 deals |
| <input checked="" type="checkbox"/> Paddlewheel | 44 deals |
| <input checked="" type="checkbox"/> Electronic Pull-Tabs | 31 occasions |
| <input checked="" type="checkbox"/> Electronic Linked Bingo | 31 occasions |
| <input type="checkbox"/> Raffles | |
| <input type="checkbox"/> Tip-Boards | |

3. Receipts

Gross Receipts (G1 10A)	\$328,850.77	
Less Prizes Paid (G1 10B)	- \$286,695.95	
Net Receipts	\$42,154.82	→ \$42,154.82

4. Expenses

Wagering Tax (tax on Schedule C)	\$20,444.88	
Rent (G1A 18)	\$4,659.54	
Gambling Product Costs (G1A 11)	\$3,079.88	
Electronic Pull-Tab Costs (G1A 19)	\$6,424.94	
Compensation & Payroll (G1A 12)	\$9,553.48	
Other (G1A 13-17,20-23)		
(accounting, supplies, etc.)	+ \$934.62	
Total Expenses	\$45,097.34	→ - \$45,097.34

5. Profit **\$-2,942.52**

6. Distribution of Profits (Lawful Purpose Expenditures):

Osseo Fishing Club (Youth Fishing Club)	\$250.00
Osseo Senior High (Weightlifting Club)	\$250.00
Osseo Senior High (Art Program)	\$500.00
City of Osseo (Music & Movies in the Park)	+ \$2,000.00
Total Donations	\$3,000.00

Signed: _____

Michael Phenow, Gambling Manager



City of Osseo City Council Meeting Item

Agenda Item: Water and Waste water training for public works

Meeting Date: February 12, 2018

Prepared by: Rick Hass, Public Works Director

Policy Consideration:

Public Works requests the Council to approve Josh Schillinger to attend the annual MRWA conference.

Background:

The MRWA is having a conference March 6-8 which will allow Josh to add to required training hours for both his water and waste water licenses

Previous Action or Discussion:

None.

Budget or Other Considerations:

The conference is \$230 and will be paid for out of the education and training fund.

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 Josh to go to MRWA conference;
2. Approve Josh to go to MRWA conference with noted changes/as amended;
3. Deny this request;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1. Approve Josh to go to MRWA conference.

CITY OF OSSEO COMMUNITY CENTER



APPLICATION FOR SPECIAL CONSIDERATION FOR (MARK ONE):

☒ Rental Fee Waiver ☐ Weekly Use ☐ Bi-Weekly Use

Applications for fee waivers and regular weekly or bi-weekly meetings must be reviewed by the City Council. Fee waivers cover rental fees only; the applicant is still required to provide a rental deposit. The Council meets on the second & fourth Monday of each month; requests must be received by the Wednesday before a meeting to be considered. Submit questions and return your application to Osseo City Hall, 415 Central Avenue, Osseo, MN 55369 or fax at 763-425-2624 or via email at cityhall@ci.osseo.mn.us.

Name of Applicant:	Hennepin County Library - Osseo		
Address:	415 Central Av Osseo, MN 55369		
Name of Contact Person: (if different than applicant)	Rose Ryan		
Contact Phone: (daytime)	612-543-6458	Email address:	rryan@hclib.org
Special Consideration Requested	Rental Fee Waiver	Weekly/Bi-Weekly Use/Event	
Description of event or purpose for which City facilities will be used:	Library sponsored Master Gardeners program		
Desired date(s)/days of month	Jun 7, 2018 and Jun 14, 2018		
Desired time(s)	Both 9-10:30 a.m.		
COMMUNITY BENEFITS			
How many Osseo residents will benefit from your event? How will they benefit?	Approx. 10 Learn about best practices for pollination; socialize with others		
NEED			
Why is it necessary to hold this event at a City facility?	Library sponsored event.		
Explain why paying the fee would be a hardship.	Osseo library has no Friends of the Library group to fund programs.		
Are you willing to provide commensurate services in lieu of the rental fee? If so, what type?	Long standing relationship with the city to bring library resources to the residents.		
I declare under the penalties of perjury that this application for special consideration has been examined by me and to the best of my knowledge and belief is true, correct and complete.			
Signature:	Rosemarie B Ryan		
Date of application:	2/5/18		
STAFF USE ONLY			
City Council Review:		Approved:	



2017 APPLICATION FOR USE & RENTAL OF THE OSSEO COMMUNITY CENTER

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

Applicant/Contact Person:

Rose Ryan

Street Address, City, State, Zip:

415 Central Av Osseo MN 55369

Phone# (Day and Evening)

612-543-6458

Organization/Business if different from Applicant:

Hennepin County Library - Maple Grove

Mailing Address:

8001 Main St. N., Maple Grove MN 55369

Room(s) Desired:

Room A _____ Room B ☒ Both _____

Use: ☒ Weekday

☐ Weekend

Date(s) of:

Jun 7 and Jun 14, 2018

Time of Use:

From: 9:00 am/pm to: 10:30 am/pm

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

1.5

Purpose of Meeting/Event:

Summer Adult Library program

Number of Participants:

10

Fee charged or donations solicited from participants?

Yes _____ No ☒ If so, how much: _____

Will food or refreshments be served?

Yes _____ No ☒ What type: _____

Will alcohol be served? Must be through an Approved Caterer

Yes _____ No ☒ Events with 50+ attendees & alcohol service must arrange for security with Osseo Police Dept.

Caterer's Name:

Address:

Phone#:

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

Date: 2-5-18

Osseo Library
Name of organization, group, individual or Approved Caterer

Email: rryan@hclib.org

Rosemary B. Ryan
Signature of applicant

This application/request approved/rejected by: Date _____ By _____

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

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

Caterer's permit verification received on: Date _____ Amount _____

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

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

MINNESOTA LAWFUL GAMBLING

5/15
Page 1 of 2**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: NWTF Previous Gambling Permit Number: X-35503

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 58-2300388

Mailing Address: 8552 S. Maplebrook Circle

City: Brooklyn Park State: MN Zip: 55445 County: Hennepin

Name of Chief Executive Officer (CEO): Timothy R. Friesen

Daytime Phone: 612-210-4230 Email: _____

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 American Legion

Address (do not use P.O. box): 260 4th Ave SE

City or Township: Osseo, mn Zip: 55369 County: Hennepin

Date(s) of activity (for raffles, indicate the date of the drawing): march 10, 2018

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

☐ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☒ Raffle (total value of raffle prizes awarded for the calendar year: \$ _____)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number 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 **LIST OF LICENSEES**, or call 651-539-1900.

LG220 Application for Exempt Permit

5/15
Page 2 of 2

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

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ 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).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

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: Timothy R Friesen Date: 2-1-18
(Signature must be CEO's signature; designee may not sign)

Print Name: Timothy R Friesen

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

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.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status, and
- _____ 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**.

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

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-

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.

This form will be made available in alternative format (i.e. large print, braille) upon request.



City of Osseo City Council Meeting Item

Agenda Item: Approve Catering Agreement with Lynde's Catering

Meeting Date: February 12, 2018

Prepared by: Nancy Abts, City Planner

Attachments: Excerpt from November 14, 2016 Council Minutes Agreement

Policy Consideration:

Consider approving an agreement with Lynde's Catering to provide alcohol service at the Osseo Community Center as an Approved Caterer.

Previous Action or Discussion:

The City Council approved changes to the [Community Center Rental and Use Policy](#) in [November of 2016](#). At that time, the "exclusive caterer" system for weekend reservations was discontinued. Instead, an "Approved Caterer" process was established for serving alcohol.

Background:

Under the revised policy, any group is allowed to serve food at the Community Center, as long as public health regulations are followed.

To serve alcohol, a group must be an Approved Caterer. Approved Caterers provide additional insurance information and an additional deposit to the City. If more than 50 guests are consuming alcohol, the group must also contract with the Osseo Police Department for security services.

Businesses that were previously Exclusive Caterers were contacted about the community center policy changes and invited to continue as Approved Caterers. At that time, none were interested. Now, Lynde's has applied to serve as an Approved Caterer.

Budget or Other Considerations:

Community Center users will likely appreciate the option of having an Approved Caterer for alcohol service. Throughout 2017, a handful of users have expressed interest in providing alcohol at their events (typically, weekend/evening parties).

City Goals Met By This Action:

Update City policies

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

Options:

The City Council may choose to:

1. Approve the Catering Agreement with Lynde's Catering.
2. Approve the Catering Agreement with Lynde's Catering with noted changes/as amended;
3. Deny the Catering Agreement with Lynde's Catering;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the Catering Agreement with Lynde's Catering.

Next Step:

Other Approved Caterers may also be considered if the City receives future applications.

OSSEO CITY COUNCIL

REGULAR MEETING MINUTES November 14, 2016

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, November 14, 2016.

2. ROLL CALL

Members present: Councilmembers Harold E. Johnson, Mark Schulz, Larry Stelmach, Anne Zelenak, and Mayor Duane Poppe.

Staff present: City Administrator Riley Grams, City Planner Nancy Abts, and City Attorney Mary Tietjen.

Others present: Breanne Rothstein, Connor Maloney, Karina Erikson, Martin Duffy, Mary Moyle, Dorothy Clarke, Daryl Kirt, and Steve Van Hout.

10. NEW BUSINESS

E. APPROVE COMMUNITY CENTER RENTAL & USE POLICY

Abts stated the City Council considered changes to the Community Center Rental and Use Policy at an August work session. The Parks & Recreation Committee reviewed a revised policy at its October 4 meeting. That Committee recommended the Council approve the revised policy and fee schedule.

Abts explained a few changes have been made since the Parks & Recreation Committee reviewed the policy. The Police Department made specific suggestions for events serving alcohol. Those requirements are: the Osseo Police Department be contracted for 3+ hours for security at events with 50 or more attendees. The City Attorney reviewed the policy after the Parks & Recreation Committee recommendation. After the City Attorney's review, the policy was reformatted. Content was re-organized and redundant information was condensed. Staff reviewed the proposed policy changes in detail with the Council and recommended approval.

Schulz asked how the City defined an approved caterer. Abts stated this definition would need to exist outside of the Community Center policy.

Schulz recommended an approved caterer policy be created by the City. He requested that greater flexibility be written into the scheduling process and did not want to see the rooms blocked off for an entire day for a single event.

Johnson questioned which groups received special consideration for a waiver of fees. He understood that the seniors received a waiver at this time. Grams reported this was correct. Abts reported nonprofit groups may currently use the Community Center at no cost but this would change under the proposed policy.

Johnson believed non-resident nonprofit organizations should be charged a higher fee.

Stelmach understood this point of view, but understood the fee schedule was created to regulate who was able to use the space. He wanted to see the space being used regularly prior to pushing non-resident organizations out of the City.

Grams recommended the Council not charge the Osseo seniors group given the fact this organization was sponsored by the City.

A motion was made by Schulz, seconded by Stelmach, to approve the proposed Community Center policy changes on a trial basis beginning January 2, 2017, amending the hours in Section B1A.

Dorothy Clarke, 16 5th Street NE, asked if the seniors had been addressed regarding the proposed changes. She supported the City Council and believed the proposed changes would be a good thing for the Community Center.

Stelmach questioned if the gambling language should be amended. City Attorney Tietjen advised the language within the policy was sufficient and was not concerned with baby shower games that could occur within the Community Center.

Johnson recommended that the fees charged to the Osseo Lions Club be waived due to the numerous contributions this organization makes to the community. Grams agreed with this recommendation and suggested the Lions make a request to the City to have its rental fees waived.

Johnson inquired why the entrance to the Community Center from Central Avenue was not open for the public. Grams was uncertain and stated this may be an ADA issue. He explained staff could review the use of this door.

City of Osseo, Minnesota

AGREEMENT FOR ALCOHOLIC BEVERAGE CATERING SERVICE

THIS AGREEMENT made and entered into this 25 day of January, 2016, by and between the CITY OF OSSEO, a municipal corporation (hereinafter referred to as "City") and Lynkos Catering (hereinafter referred to as "CATERER").

RECITALS

1. The City owns and operates the Osseo Community Center ("OCC"), located at 415 Central Avenue, Osseo, MN 55369, which includes one large room and a small outside patio. It has large windows with no window treatments. The OCC is dividable into two spaces (by special arrangement), has one small, non-commercial kitchen, and an attached semi-circular paver patio.
2. The OCC is marketed by the City to host meetings, business groups, weddings, special events, team parties, corporate gatherings, and other community activities.
3. The City desires to have CATERER perform alcoholic beverage catering services at the OCC. CATERER is willing and able to provide these services.
4. For purposes of this Agreement, a catered event is defined as an event where a contract for alcoholic beverage catering services is executed between CATERER and a client.

In consideration of the mutual promises set forth herein, it is agreed by and between the City and CATERER as follows:

SECTION 1 REPRESENTATIONS

1. CATERER represents that it is a Minnesota corporation duly organized, validly existing, and in good standing with the State of Minnesota and has full power and authority to enter into this Agreement and to carry out the responsibilities required by the Agreement. CATERER further represents that its agents, representatives, and employees have the necessary education, training, experience, certification, and licensing for purposes of servicing and performing this Agreement.
2. The City represents that it is a municipal corporation and a political subdivision of the State of Minnesota and that it has full power and authority to enter into this Agreement.

SECTION 2 CATERER DUTIES AND RESPONSIBILITIES

1. CATERER shall obtain and maintain at its sole expense all licenses and insurance necessary to permit the sale of liquor, beer, and wine in conjunction with catered events at the OCC.

al

Caterer initials

- a. CATERER shall provide all alcoholic beverages and supplies necessary for a catered event.
 - b. CATERER shall hold a current on-sale liquor license through City or in another Minnesota City, and shall provide City with a copy of such on-sale liquor license from another Minnesota city.
2. CATERER will designate personnel whose responsibilities shall be working with the City in coordinating and implementing this Agreement.
3. CATERER shall perform catering services at the OCC as follows:
- a. CATERER shall provide clients with price lists and menu selections to accommodate their needs for events held at the OCC that require alcoholic beverages.
 - b. CATERER will provide one main contact person who agrees to work with City staff as needed for any catered event at the OCC.
 - c. CATERER agrees to confer with prospective OCC clients to provide information and agree upon menus and fees for particular events. CATERER shall return all prospective client and client phone calls and e-mail within one business day. Once an OCC client schedules an event with CATERER, CATERER shall notify City Staff to confirm the date and time of the event and the facility has been scheduled.
 - d. CATERER shall be solely responsible for the recruitment, training, employment, performance, and compensation of adequate staff to meet the demand of the OCC client at each catered event, including, but not limited to, bartenders, servers, food preparers, and hosts. This includes having a minimum of one catering staff person at the OCC during the entire event and after meal service to guarantee room cleanup and removal of catering supplies unless otherwise approved by City staff.
 - e. CATERER agrees to meet all local, state, and federal health regulations, plus codes, rules, and laws concerning food and beverage service.
 - f. CATERER shall comply with all procedures and policies set by the City pertaining to use of the OCC.
 - g. CATERER shall provide the City with a copy of the current Health Department License and Certified Food Managers License during the term of providing services for the City.
 - h. CATERER shall participate in the sales and marketing of catering services at OCC and shall be responsible for event arrangements as required by the City. **However, all events at the OCC must be booked solely through City staff.**



Caterer initials

- i. CATERER shall provide all food and beverages necessary for a catered event. CATERER shall provide all food preparation equipment that it requires and all necessary serving utensils, including plates, glasses, silverware, pots, pans, and linens at its own expense.
- j. CATERER shall ensure that cleaning of the OCC rooms in connection with catered events is completed in accordance with the Osseo Community Center Policy. CATERER may take responsibility for cleaning or may arrange for outside cleaning assistance with the City's janitorial service, Intact Building Services. All cleaning of OCC rooms must be completed by the end of the rental period for any catered event. The City does not provide cleaning products.
- k. CATERER shall remove all catering equipment from the OCC premises by the end of the rental period for any catered event. Limited storage space at the OCC is available for CATERER use, only with approval from the City on a per-event basis. The City is not responsible for any items left or stored at the OCC by the CATERER.
- l. CATERER shall serve all alcoholic beverages only within designated OCC rooms and attached patio area, and shall prohibit clients and their guests from removing alcoholic beverages from these areas.

SECTION 3 CITY DUTIES AND RESPONSIBILITIES

- 1. The City agrees to provide the following:
 - a. Rooms as they currently exist at the OCC.
 - b. CATERER contact information to all OCC clients needing alcoholic beverage catering.
 - c. Utility and overhead costs for the OCC.
 - d. Tables and chairs as they currently exist.
 - e. Minor maintenance as defined by the City.
- 2. Agreements for catering services will be solely between CATERER and their client. The CATERER will collect all catering charges from any/all catered events. At the time an agreement for catered services at the OCC is made, a CATERER representative will document the details of services required and contact City staff to confirm the booking has been made.
- 3. The City agrees to restrict the alcoholic beverage catering services provided at the OCC to the CATERER and other selected Approved Caterers for all events held at the OCC.



Caterer initials

**SECTION 4
PAYMENT**

1. Payment for room rental fees shall be made by the applicant named on the OCC rental and reservation form. The CATERER shall pay the City for any/all rental fees when the CATERER serves as the applicant and responsible party for the event; the CATERER may also require that clients serve as the applicant and responsible party for the event.
2. The CATERER agrees to maintain a \$500 deposit with the City. Funds from the deposit will be used to cover costs of damages related to the CATERER'S use of the facility and costs for curing violations of this agreement or the OCC Policy.

**SECTION 5
STATUS OF CATERER**

1. This Agreement calls for the performance of catering services by CATERER as an independent contractor, and CATERER, its employees, agents, or representatives will not be considered employees of the City for any purposes. All persons employed by CATERER shall be the sole and exclusive employees of CATERER and shall be paid by CATERER. With respect to such employees, CATERER shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation, or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, including, but not limited to, minimum wages, social security, unemployment insurance, and workers' compensation. Certificates evidencing compliance with the foregoing shall be submitted to the City as reasonably requested by the City.
2. CATERER represents that it is a fair and equal opportunity employer and that its employees, representatives, and agents have had training in sexual harassment, gender sensitivity, and cultural diversity.

**SECTION 6
INTEREST OF CATERER**

CATERER covenants that CATERER has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with the its performance of services required by this Agreement.

**SECTION 7
NON-ASSIGNABILITY**

The CATERER shall not be transfer, assign, or subcontract the services required under this Agreement.


Caterer initials

SECTION 8
INSURANCE AND LICENSES

1. **Prior to performance of catering services under this Agreement**, CATERER agrees to provide the City with copies of all Certificates of Insurance for its catering operation. CATERER shall, at its cost and expense, procure and maintain, throughout the term of this Agreement, insurance against any damage, loss, or liability arising or claimed to have arisen out of its use, occupancy, or operations of the OCC building as follows:

- a. CATERER shall maintain a commercial general liability("CGL") policy in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from personal injury, advertising injury, broad form property damage, premises, contingent, operations/products-completed, fire damage, medical expenses, and contractual liability that extends coverage to assume the responsibilities arising from this Agreement.

These requirements may be met through any combination of primary and umbrella or excess insurance.

- b. CATERER shall maintain a business automobile policy including owned, non-owned, rented, or hired vehicles used in connection with their activities relating to its operations for the City. The business automobile policy or policies shall have limit of liability in an amount of at least \$1,000,000, combined single limit.
- c. CATERER shall purchase and maintain workers' compensation insurance in accordance with Chapter 176 of the Minnesota Statutes covering all persons employed by CATERER at or in connection with CATERER at or in connection with the OCC. The limits of coverage for the employer's liability portion of the workers' compensation policy of this policy shall be at least:

\$500,000	Bodily Injury by Accident, Each Accident
\$500,000	Bodily Injury by Disease, Policy Limit
\$500,000	Bodily Injury by Disease, Each Employee

- d. CATERER shall purchase and maintain liquor liability insurance with minimum limits of liability as follows:

\$1,000,000	Bodily Injury, Each Person
\$2,000,000	Bodily Injury, Each Common Cause
\$1,000,000	Property Damage, Each Common Cause
\$1,000,000	Loss of Means of Support, Each Person
\$1,000,000	Loss of Means of Support, Each Common Cause
\$2,000,000	Annual Aggregate

 Caterer initials

2. The foregoing levels of insurance coverage shall be maintained by the CATERER for the benefit of the City exclusively. The City makes no representation or warranty as to the sufficiency of the minimum insurance coverage set forth above, and CATERER shall conduct an independent examination to determine the necessary insurance coverage at the OCC.
3. **The City shall be named as an additional insured on all insurance policies (except workers' compensation) procured by CATERER in connection with the OCC.**
4. The insurance policies required to be procured and maintained by CATERER herein shall be placed with an insurance company or companies listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a rating of at least "A-V." CATERER shall provide certificates of insurance to the City evidencing the insurance policies required under this Agreement and shall present such policies for review by the City upon demand.
5. The insurance policies required herein shall contain clauses substantially in the following words:
 - a. Notwithstanding any other provision in this policy, to the extent of CATERER's obligations pursuant to the Agreement between CATERER and City of OSSEO, the insurance afforded hereunder to the City shall be primary as to any other insurance or reinsurance covering the City, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded hereunder is exhausted.
 - b. This policy may not be cancelled or materially changed until 30 days after receipt by the City of written notice of such cancellation or change in coverage as evidenced by receipt of a certified letter.
6. The City may adjust the amount of coverage required and types of policies required to be furnished by CATERER hereunder to comply with applicable laws and regulations of the State of Minnesota or in a manner consistent with the coverages and policies which are typically provided by similar situated CATERERS for similar facilities.

SECTION 9 INDEMNITY

CATERER agrees to defend, indemnify, and hold harmless the City, its officials, employees, agents, and contractors, from and against any and all claims, losses, liabilities, damages, costs, and expenses (including costs of defense, settlement, and reasonable attorneys' fees by reason of liability imposed by law upon the City) arising out of CATERER'S negligence or Caterer's performance or failure to perform its obligations under this Agreement. CATERER'S indemnification obligation shall apply to anyone directly or indirectly employed or hired by CATERER, or anyone for whose acts CATERER may be liable. This indemnification provision shall survive the expiration or earlier termination of this Agreement.



Caterer initials

Nothing in this Agreement shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

SECTION 10

TERM

1. This Agreement shall commence on Feb. 13, 201¹⁸~~6~~, and remain in force until December 31, 201¹⁸~~9~~, unless terminated earlier by either party. The parties may mutually agree to renew the Agreement. If the agreement is not renewed, CATERER shall remain responsible for providing services to the rentals booked for which it had committed before contract termination.

Either party may terminate this agreement by providing the other party with a 30- day written notification.

2. The City may, based on its sole and absolute discretion terminate this Agreement without 30 days written notice to CATERER if there are service, performance, health, or safety issues that are impeding the success of reserved events, including, but not limited to, lack of a license and bonding by the State of Minnesota or lack of required insurance coverage.

SECTION 12

MISCELLANEOUS

1. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein and any alterations or variations of the terms of this Agreement shall be invalid unless made in writing and signed by the parties. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
2. Severability. If any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be effected or impaired thereby.
3. Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or sent by a reputable private commercial courier service or sent by United States registered or certified mail, postage pre-paid, return receipt requested, to the parties at the following addresses until such time as written notice of a change of address is delivered to the other party:

If to the City:

CITY OF OSSEO
ATTN CITY ADMINISTRATOR
415 CENTRAL AVENUE
OSSEO MN 55369



Caterer initials

If to CATERER:

Lyndes
209 Co. Rd 81
Osseo, MN 55369

4. Governing Law. This Agreement is governed by and is to be interpreted pursuant to the laws of the State of Minnesota. The City and CATERER each consent to the personal jurisdiction of the District Court of Hennepin County, Minnesota, in any action, suit, or proceeding arising under this Agreement and agree that any such action, suit, or proceeding shall be venued in such court and agree to waive any objection based on forum non convenes to the bringing of any action in such court.
5. No Third-Party Rights. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third parties are intended to or shall have any rights hereunder.
6. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.
7. CATERER understands and agrees that all of the data created, collected, received, stored, used, maintained, or disseminated by CATERER in performing its obligations under this Agreement is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, and that CATERER must comply with the requirements thereof as if it were a government entity. CATERER further understands and agrees that the remedies set forth in Minnesota Statutes Section 13.08 apply to CATERER in connection with such requirements.
11. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both parties and approved by the Osseo City Council.
12. Dispute Resolution. The parties agree to cooperate and use best efforts to ensure that the provisions of this Agreement are fulfilled and to act in good faith in attempting to resolve disputes. If a dispute cannot be resolved informally by the parties, the parties may resort to other legal remedies available to them.



Caterer initials

Attachments to this agreement are a part of the agreement as follows: Osseo Community Center Policy ("OCC Policy")

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

CATERER

By: _____

(Signature)

Its: _____

Date: _____

CITY OF OSSEO

By: _____

Duane Poppe, Mayor

By: _____

LeAnn Larson, City Clerk

Date: _____

 Caterer initials



STATE OF MINNESOTA
Minnesota Department of Public Safety
Alcohol and Gambling Enforcement

HAS BEEN ISSUED THIS LICENSE/PERMIT BY THE STATE OF MINNESOTA PURSUANT TO MINNESOTA
STATUTES CHAPTER 340A AND RELATED REGULATIONS

ALCOHOL CATERER'S PERMIT

Lynde's Inn Inc.

Lynde's Restaurant & Catering

209 Co Rd 81

Osseo

MN

55369

EXPIRES

02/28/2019

Carla Cincotta

Alcohol & Gambling Enforcement Director

State of Minnesota



County of Hennepin

Human Services and Public Health Department
1011 First Street South Suite 215
Hopkins, MN 55343
Phone: 612-543-5200 Fax: 952-351-5222

Owner Name: **MARK LYNDE**

Regulated Est: **LYNDE'S INN
207 COUNTY ROAD 81
OSSEO, MN 55369**

Est ID: 159
Issued: 03/27/2017

Permit #	Description	Location
253	Food High Small Facility Primary	FFR - KITCHEN
255	VEHICLE/CART WITHOUT TEMPERATURE CONTROL	VNR - VEHICLE/CART WITHOUT TEMP CONTROL - 3 UNITS
427261	Food Low Additional	FOS - LOW BAR

Permits to operate and annual fee permits are **NOT TRANSFERABLE**.
Those references above are valid **ONLY** for this owner: **MARK LYNDE**
Permits become **VOID** on change of ownership. New owners must apply for new Permit(s) prior to beginning operations.

VALID FROM February 1, 2017 TO January 31, 2018

THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Susan P. [illegible]".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2018

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 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 City-Country Agency 317 CENTRAL AVENUE P.O. BOX 437 OSSEO MN 55369	CONTACT NAME: PHONE (A/C, No, Ext): (763) 425-4151 E-MAIL: ADDRESS: FAX (A/C, No): (763) 425-6650
INSURED Lynde's Inn Inc, DBA: Lyndes Restaurant & Catering 209 County Road 81 Osseo MN 55369	INSURER(S) AFFORDING COVERAGE INSURER A: AUTO OWNERS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1713100270

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		08916244	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		49-916244-00	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		49-916244-01	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
A	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 <input type="checkbox"/> N/A	08256682	7/1/2017	7/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability		08916244	7/1/2017	7/1/2018	1,000,000/1,000,000

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

The liquor liability limits apply per location and are not subject to any self insurance retention or deductible. Off premises coverage is included.

CERTIFICATE HOLDER

CANCELLATION

City of Osseo

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



City of Osseo City Council Meeting Item

Agenda Item: Hire Nathaniel R. Dahl as Paid on Call Fire Fighters

Meeting Date: 02/12/2018

Prepared by: Fire Chief Pat McGrane

Attachments: None

Policy Consideration:

I am requesting council approval to hire Nathaniel R. Dahl as a Paid on Call Fire Fighters.

Background:

The applicants have been interviewed, background checked, and is ready to start with the Osseo Fire Department.

Budget or Other Considerations:

This hirer will fill a vacancy within our department.

City Goals Met By This Action:

Develop renewed team work and team spirit among City's leadership team.

Options:

The City Council may choose to:

1. Approve hiring Nathaniel R. Dahl as a Paid on Call Fire Fighter.
2. Deny hiring Nathaniel R. Dahl as a Paid on Call Fire Fighter.

Recommendation/Action Requested:

1. Staff recommends the City Council choose option 1 Approve hiring Nathaniel R. Dahl as a Paid on Call Fire Fighter.

Next Step:

If approved I will offer Nathaniel R. Dahl a position with the Osseo Fire Department.



City of Osseo City Council Work Session Meeting Item

Agenda Item: Update from Senator Warren Limmer

Meeting Date: February 12, 2018

Prepared by: Riley Grams, City Administrator

Attachments: None

Minnesota Senator Warren Limmer will be on hand to provide an early update for the City Council and for the residents of Osseo.



City of Osseo City Council Meeting Item

Agenda Item: Approve Draft Comprehensive Plan

Meeting Date: February 12, 2018

Prepared by: Nancy Abts, City Planner

Attachments: Link to Draft Comprehensive Plan
Executive Summary Presentation

Policy Consideration:

Consider approving the draft Comprehensive Plan before it is distributed to adjacent communities and affected jurisdictions for review.

Previous Action or Discussion:

At their [November 20](#) meeting, the Planning Commission held a public hearing on the Comprehensive Plan. Following the public hearing, the Commission recommended approving the draft plan.

The Comprehensive Plan steering committee met regularly throughout 2017 to help develop the draft plan. The committee reviewed the plan in October.

Background:

Each community in the 7-county Metro region must update its Comprehensive Plan every 10 years. Osseo is on track complete its update by early 2018 to meet the Met Council's deadlines. These deadlines are required for grant funding the city has received.

As the name suggests, the Comprehensive Plan addresses many topics. The Plan guides future development and helps the community get from 'where we are' to 'where we want to be'. The plan covers topics including:

- Land use
- Redevelopment
- Housing quality
- Park and recreation systems
- Community facilities
- Commercial and economic development
- Community infrastructure systems
- Surface water management, and
- Transit and transportation.

The Comprehensive Plan serves as the framework for many city policies. This includes the city's including zoning and land use as well as other priorities.

This update to the plan also highlights components that influence public health. These parts of the plan were funded through a grant from the Minnesota Department of Health, administered through Active Living Hennepin County.

Budget or Other Considerations:

Costs associated with the Comprehensive Plan update have been budgeted for through grants from the Metropolitan Council and Active Living Hennepin County, as well as the city's General Fund.

City Goals Met By This Action:

- 4) Improve the City's aging and deteriorating infrastructure
- 10) Develop and implement the Comprehensive Plan Update
- 12) Increase communication with citizens and encourage citizen engagement
- 16) Plan and provide for safe and quality housing options
- 17) Adapt to changing demographics of the community

Options:

The City Council may choose to:

- 1. Approve the draft Comprehensive Plan Update as presented;
- 2. Approve the draft Comprehensive Plan Update with noted changes;
- 3. Deny the draft Comprehensive Plan Update; or
- 4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the Banner Contest.

Next Steps:

The Comprehensive Plan will undergo a review and comment period by adjacent communities and affected jurisdictions before it can be formally adopted by the City. This period lasts up to 6 months, but can be shorter if all comments are received before the deadline.

The Draft 2040 Comprehensive Plan Update is too large to be included in this packet. You can download the document from www.discoverosseo.com/comp-plan or by using the following link:

[http://www.discoverosseo.com/files/5715/1086/8145/Osseo Comprehensive Plan revisions DRAFT4.pdf](http://www.discoverosseo.com/files/5715/1086/8145/Osseo%20Comprehensive%20Plan%20revisions%20DRAFT4.pdf)



Comprehensive Plan Update

Executive Summary

Vision:

Osseo is an accommodating, business friendly and connected city that promotes community vitality and housing diversity while supporting the safety and well-being of all who live, work, and visit here.

**Six Vision
Themes:**

Accommodating

**Community
Vitality**

**Business
Friendly**

**Safety and
Wellbeing**

**Housing
Diversity**

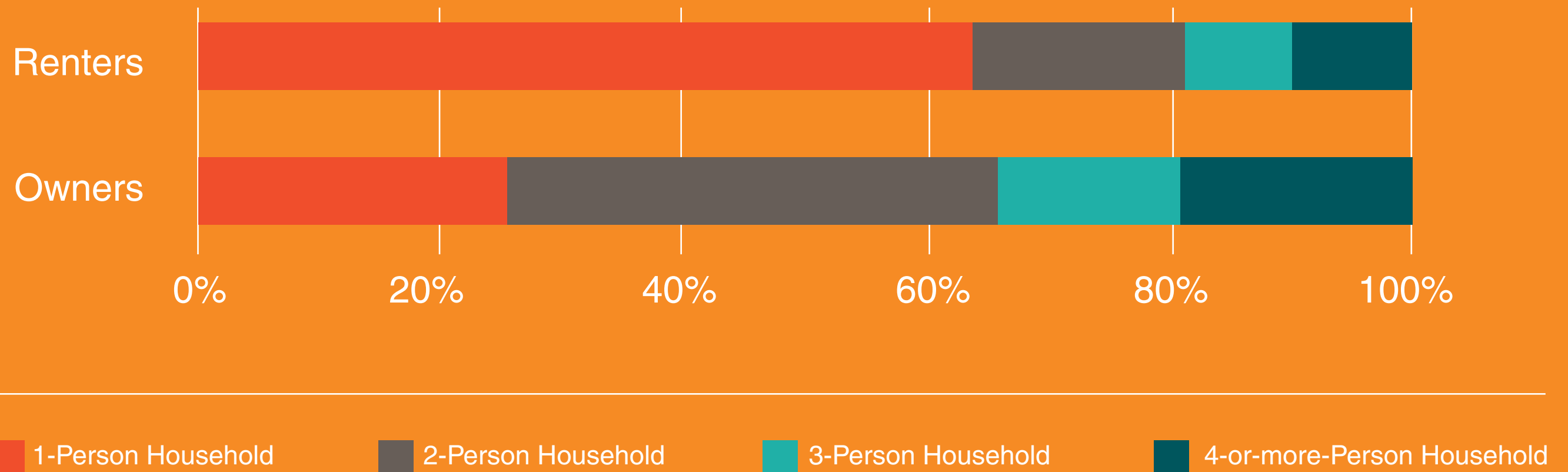
Connected

Accommodating

Osseo strives for spaces, places, and services that cater to people of all stages of life.

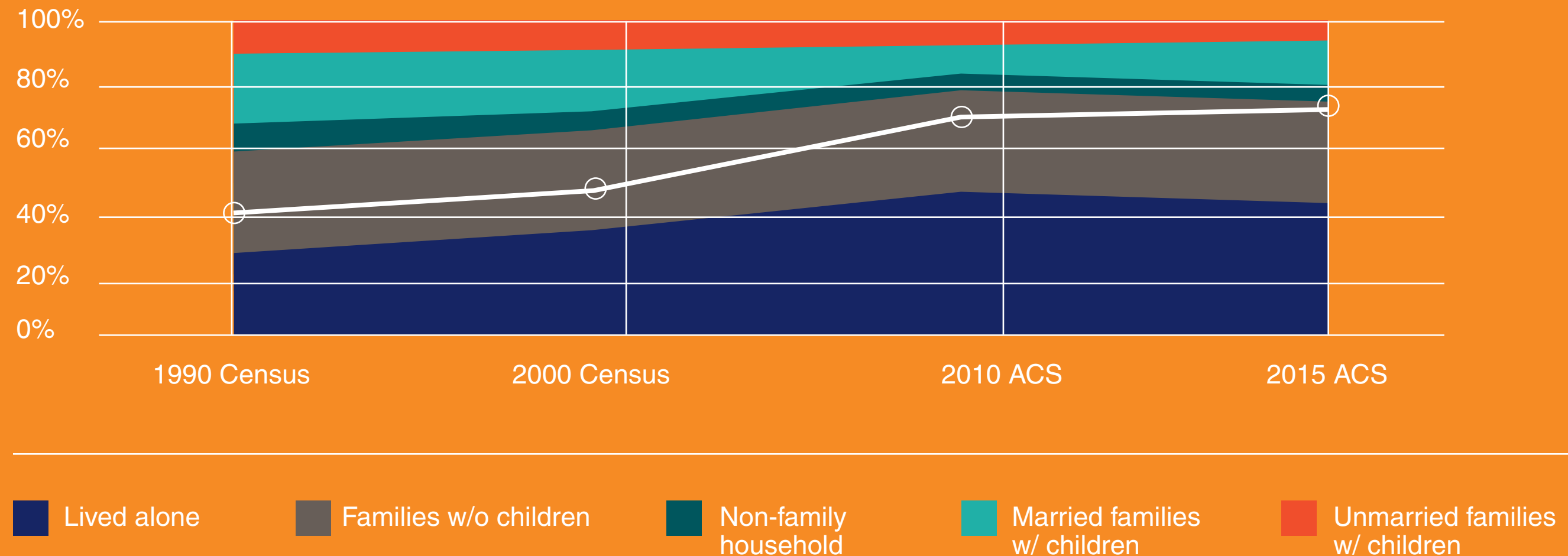
Osseo is experiencing regional trends at the local level.

Smaller households make up an increasing share of the population.



Osseo is experiencing regional trends at the local level.

Over time, the share of family households has shrunk.



Osseo is a community that is expected to grow and add new households over the next 25 years.

Source	Year	Population	Households
Census	1990	2,704	995
Census	2000	2,434	1,035
Census	2010	2,430	1,128
Met Council est.	2016	2,717	1,284
Met Council Forecasts	2020	2,730	1,300
	2030	2,940	1,400
	2040	3,170	1,500

Community Vitality

Osseo Continues to be a lively community that attracts visitors and new residents and families.

An “urban”
community in
a suburban
environment, with
small town values.



Community Vitality strategies

- Create a downtown area that provides a healthy and compatible mix of uses
- Attract new residents and younger households to the community by focusing on maintaining the quality of the existing housing stock
- Consider the redesign of downtown edge streets as “complete streets” with green amenities
- Promote and support including all-ages-and-abilities design and facilities in the community’s parks, open spaces, and plazas

Business Friendly

Osseo encourages businesses to locate and flourish in the city.

A community with
a strong downtown,
building on nostalgia.



BUSINESS-FRIENDLY STRATEGIES

- Support investments in community gateways that seek to present a strong image and identity for Osseo.
- Evaluate solutions to enhance access to Broadway Street West and the businesses located along it.
- Encourage redevelopment that brings more residents and activity to downtown.
- Encourage connectivity between commercial business districts and residential areas to encourage walkability and business patronage.

Safety and Wellbeing

Osseo is a safe and healthy community for all families and individuals who live, work, and visit here.

Osseo is a community that embraces all aspects of health and wellbeing.



Access to
healthy food



Physical activity/
Active living



Community
safety



Social health
and equity



Healthy natural
and built
environment





Health and Safety Strategies

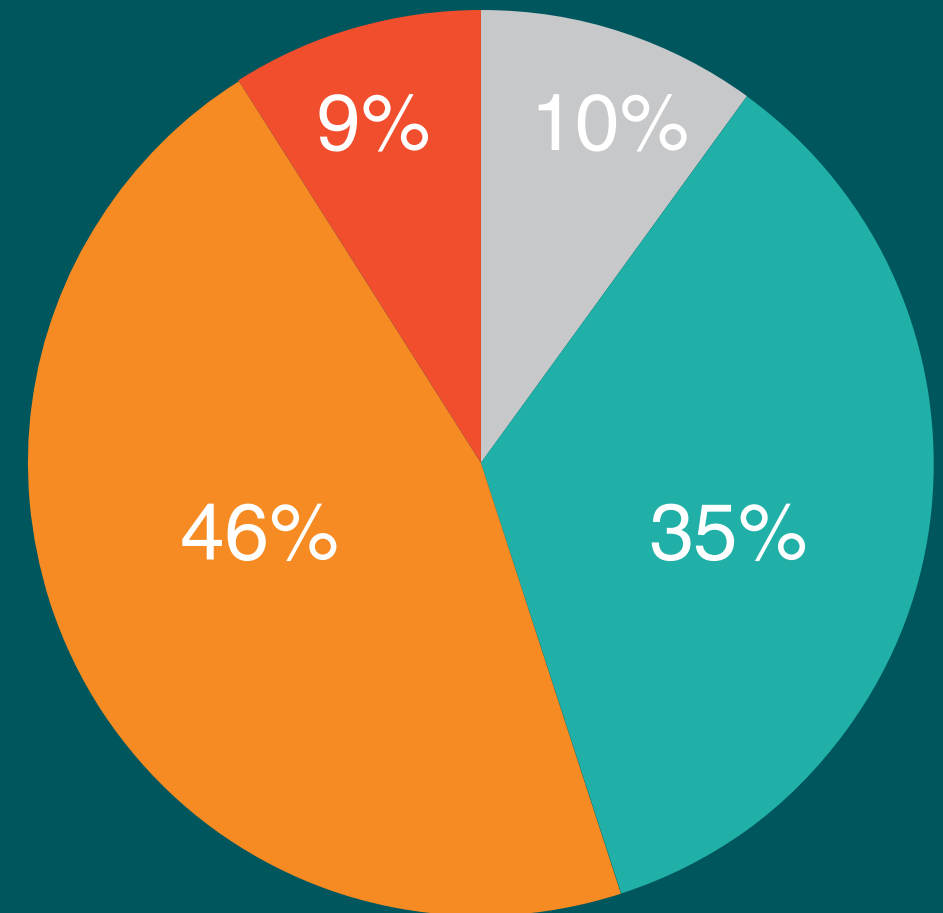
- Utilize innovative storm water retention techniques
- Provide streetscaping elements that enhance bicyclist and pedestrian activity
- Complete gaps in City trail and sidewalk systems
- Refrain from practices and policies that negatively affect pollinators
- Promote and support including all-ages-and-abilities design
- Maintain and expand Public Safety Departments and facilities (Police and Fire) as needed to improve public safety.
- Promote the development of a wide range of new housing types

Housing Diversity

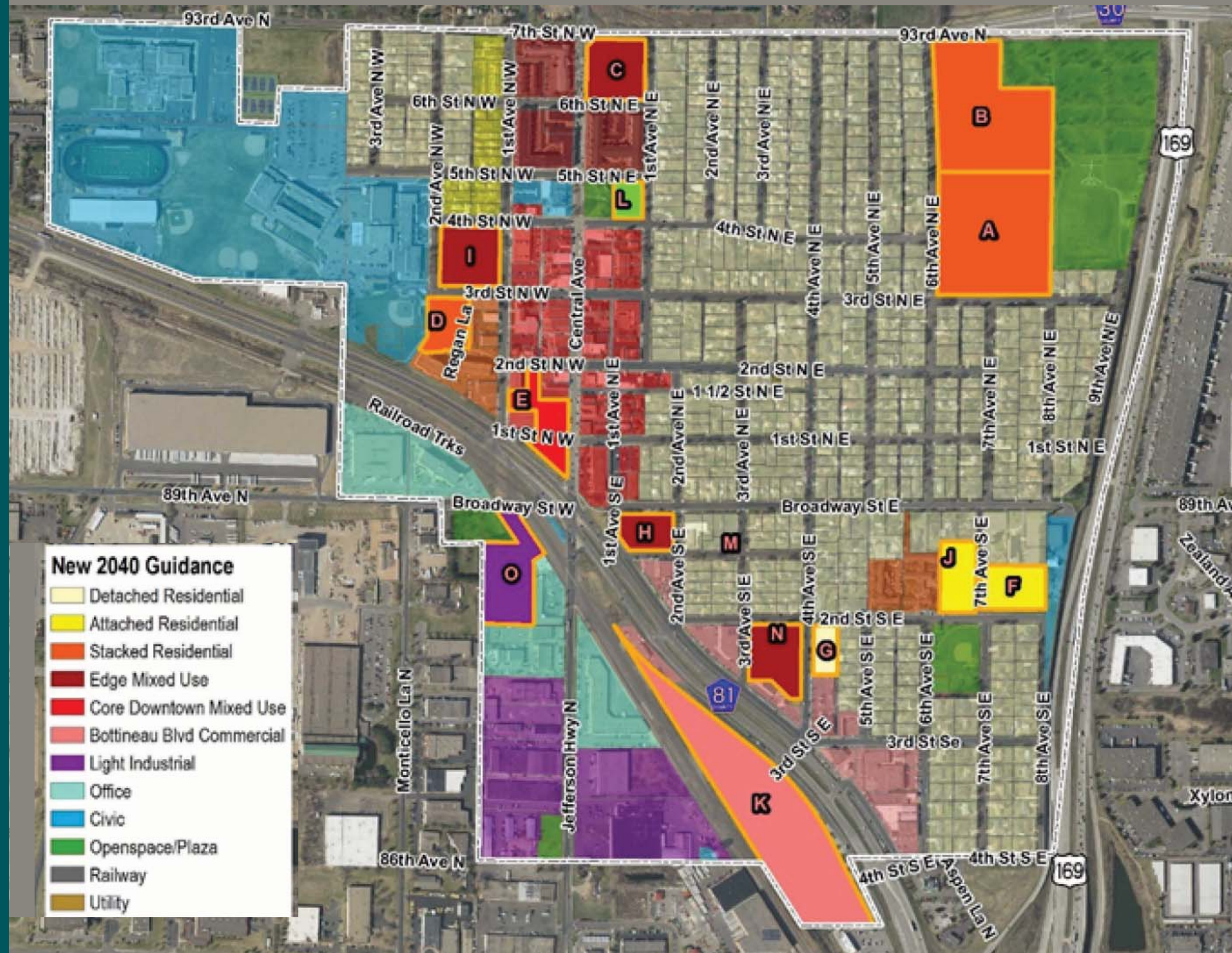
Osseo supports a wide spectrum of housing types and options that meet the needs of the community at all stages and income levels.

Nearly all housing in Osseo is considered affordable at some level.

-  Affordable to very low income households
(or: to households making less than \$26,000)
-  Affordable to low income households
(or: to households making \$26,000 - \$43,000)
-  Affordable to low-moderate income households
(or: to households making \$43,000 - \$69,000)
-  Not affordable to low-moderate income households
(or: to households making more than \$69,000)



Redevelopment
opportunity
sites create
potential for
new housing



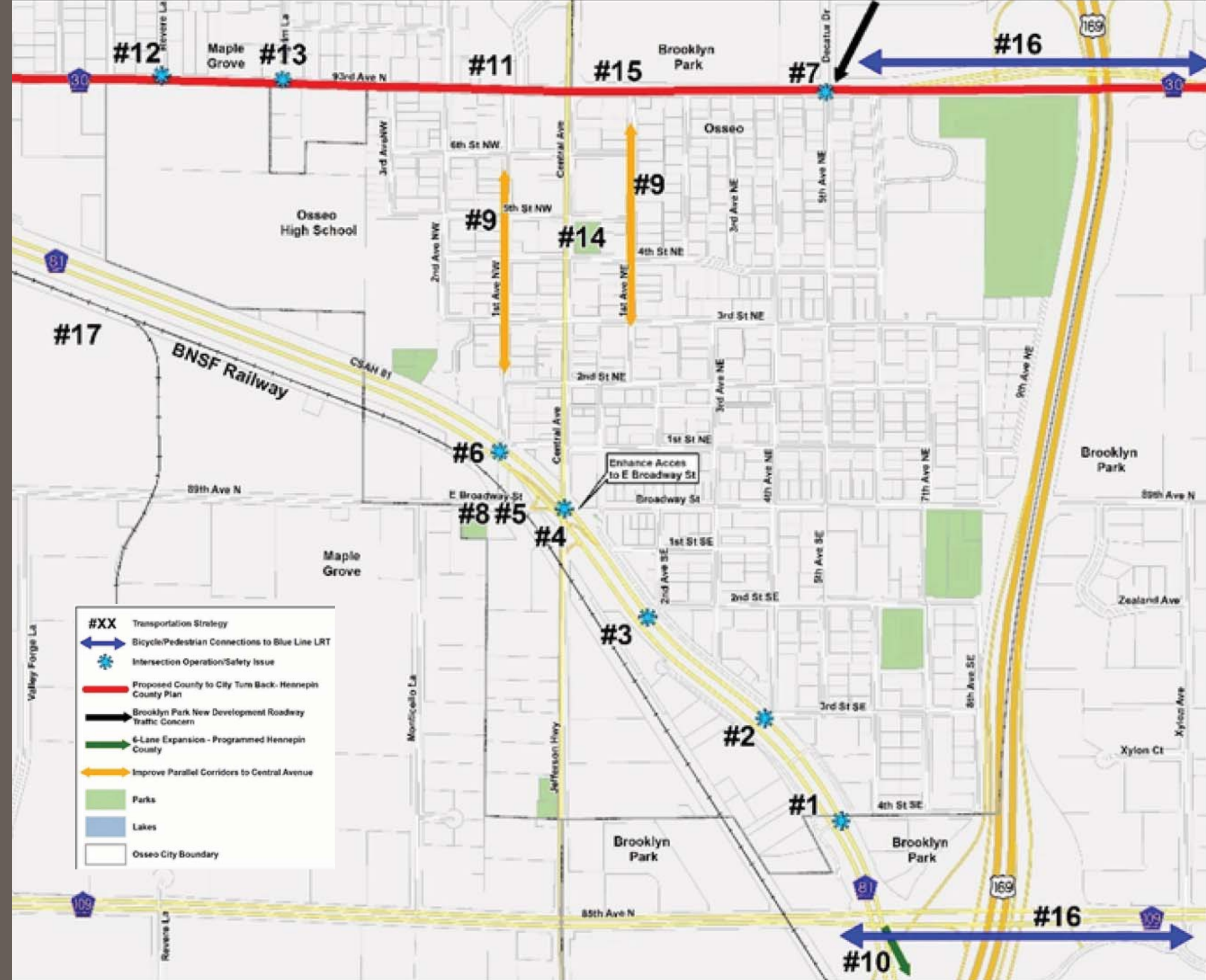
Connected

Osseo supports excellent access to services and key destinations both inside and outside the city.

**A well-connected
community:**



Transportation concerns are addressed in this plan.



Transportation Strategies

- Establish street and streetscape design standards
- Monitor for potential future safety and traffic operations needs at key problematic intersections, including school crossings and Highway 81
- Explore opportunities for 1st Avenue NW and 1st Avenue NE to serve as supporting parallel roadways supporting to Central Avenue and Downtown Osseo
- Promote the importance of safe and accessible bicycle/ pedestrian connections to the planned Blue Line LRT Extension

Resolution No. 2018-x**RESOLUTION ACCEPTING DONATIONS TO CITY OF OSSEO**

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

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

WHEREAS, the following have proposed these contributions to the City of Osseo and the donations be used for specific purposes as indicated below:

<u>Donor</u>	<u>Amount/Item</u>	<u>Designated Fund</u>
Northwest Area Jaycees	\$ 500	Music/Movies in the Park
Fire Relief Association	\$2,000	Music/Movies in the Park
Harold E. & Gayle Johnson	\$ 200	Fire Fund
Duffy's Bar & Grill	\$1,000	Police Equipment Fund
Harold E. & Gayle Johnson	\$ 500	Beautification/Flower Fund
<i>(in memory of Bob Krois, Arthur Kvamme, Richard Potvin, Roman Schommer & Thomas Spartz)</i>		

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Osseo, Hennepin County, Minnesota, hereby acknowledges and accepts said donations to designated funds on behalf of the citizens of Osseo.



City of Osseo City Council Meeting Item

Agenda Item: Approve Termination of Rental Lease at 25 4th Street NE

Meeting Date: February 12, 2018

Prepared by: Riley Grams, City Administrator

Attachments: Minutes from January 22, 2018
Lease Termination Request
Rental Lease

Policy Consideration:

Consider approving the early termination of the rental lease at 25 4th Street NE.

Background:

Current tenant Phillip Goebel has asked the City to consider approving an early termination of the current rental lease at 25 4th Street NE. Mr. Goebel signed the original lease in December of 2015. Prior to the end of the original lease period, Mr. Goebel signed a 12-month lease extension with the City starting in July 2017. Per the current lease, Mr. Goebel is responsible for rental payments through June 2018.

Council discussed the early termination of the lease at the January 22, 2018 Council meeting. Council tabled action at that meeting to allow Staff additional time to review the existing agreement with Renters Warehouse to determine what fees, if any, would the City and/or the tenant be liable for if proceeding with the early termination.

Per the agreement with Renters Warehouse, the tenant would be responsible for a \$150 lease modification fee, which includes terminating the lease early. The \$150 fee would come directly from Renters Warehouse to the tenant. Additionally, the City could pass on any legal expenses incurred as a result of researching and providing legal advice on this item. The amount would be tabulated once the end-of-the-month hourly allocation spreadsheet is received from the City Attorney's firm. This amount would be invoiced to the tenant directly from the City.

The monthly fee (\$89) from Renters Warehouse is only invoiced if the landlord (the City) is receiving rental payments from a tenant. If the Council approved the early termination of the lease for February 28, 2018, the monthly payments to Renters Warehouse would end on that date as well. The City also collected the standard one-month's rent for a damage deposit. When any tenant moves out, the City examines the property for any damage, and if any is found, uses the damage deposit funds to pay for those expenses. Any remaining balance is then returned to the tenant.

Mr. Goebel has asked the City to terminate the lease on February 28. Mr. Goebel has been an excellent tenant and has never been late on rent payments. If the Council approves his request, he will be responsible for the \$150 lease modification fee (from Renters Warehouse) and any City-incurred legal fees as a result of this process.

Previous Action or Discussion:

The City Council reviewed this information at the January 22, 2018 Council meeting and tabled action to the February 12, 2018 Council meeting.

Options:

The City Council may choose to:

1. Approve the early termination of the rental lease at 25 4th Street NE subject to any fees or City-incurred costs;
2. Approve...with noted changes/as amended;
3. Deny approval of the early termination of the rental lease at 25 4th Street NE;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the early termination of the rental lease at 25 4th Street NE subject to any fees or City-incurred costs.

Next Step:

If approved, Staff will coordinate the early termination of the lease with Renters Warehouse, and will invoice the tenant for any legal expenses.

10. NEW BUSINESS

A. APPROVE POSTING FOR PUBLIC HEALTH/PLANNING INTERN POSITION

Abts stated City staff is recommending the hire of an intern. The intern will provide seasonal staffing help with grant-funded public health tasks and general planning work. The position lasts 6 months during spring and summer 2018. The internship would be for 10 hours a week during the school year, and 24 hours a week during the summer. It is designed to provide 400 hours of work. That length meets the minimum requirements for an internship for the University of Minnesota's Humphrey School of Public Affairs. To accommodate student schedules, some of the work during the spring can be completed remotely. The anticipated timeline for hiring an intern is:

January 23	Post position opening
February 20	Deadline to receive applications
February 21-23	Review applications
Week of February 26	Interviews with selected candidates
March 12	Council approves final hire
Mid-March	Internship starts
August 31	Internship ends

Abts noted the City would be responsible for paying one-third of the expense for the intern and should not exceed \$2,500. The remainder of the intern's wages would be covered by a grant.

Stelmach supported the idea of the City having another intern.

Johnson asked if the intern would be able to work more than the 400 hours. Abts reported the City did not have funds available to cover more than the proposed 400 hours.

Schulz stated he would like more information on how staff intends to supervise an intern that would be working remotely. Abts explained there were specific tasks staff had in mind that could be done remotely.

A motion was made by Zelenak, seconded by Johnson, to approve posting for the Public Health/Planning Intern Position, contingent upon staff identifying how the intern will work remotely and at a cost not to exceed \$2,500. The motion carried 5-0.

B. APPROVE TERMINATION OF RENTAL LEASE AT 25 4TH STREET NE

Abts stated current tenant Phillip Goebel has asked the City to consider approving an early termination of the current rental lease at 25 4th Street NE. Mr. Goebel signed the original lease in December of 2015. Prior to the end of the original lease period, Mr. Goebel signed a 12-month lease extension with the City starting in July 2017. Per the current lease, Mr. Goebel is responsible for rental payments through June 2018.

Abts explained the current lease does not contain a clause specifically about early termination. The lease has an abandonment clause which allows the City to relet the premises for "the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term..."

Abts indicated the lease also contains an "Intent to Vacate" clause: "Tenant must provide Renters Warehouse, as Landlord's agent, at least 60 days written notice of its intent to terminate the Lease upon expiration of the Lease term. Any notice provided under this Section does not imply permission on behalf of the Landlord of Renters Warehouse to vacate the Premises early, unless approved by Landlord or Renters Warehouse...".

Abts stated the City Council could elect to allow the tenant to move out early and seek a new tenant. Based on the lease, the tenant does not have a right to do so. And if the tenant chooses to leave the property, without the City's approval, the City could hold the tenant responsible for the remaining rent for the unexpired term. The Council can elect to approve the early termination of the lease and not require the tenant to pay the remaining monthly rental fees, or approve the early termination but require the tenant to pay the remaining monthly rental fees through the end of the current lease (which expires at the end of June 2018). The tenant has been an excellent renter for the City, and has never been late on rent payment.

Stelmach asked if Renter's Warehouse would still pursue payments from the City if the tenant were to leave. Abts stated staff would have to investigate the City's contract with Renter's Warehouse further.

Schulz appreciated Mr. Goebel for coming forward and addressing this matter with the City. He explained he supported the early lease termination given the fact Mr. Goebel was a renter in good standing. He anticipated the payments to Renter's Warehouse would end when the lease on this property was terminated.

Johnson asked if the modification fee of \$150 should be charged to Mr. Goebel. Abts believed it would be reasonable to charge this fee to Mr. Goebel given the fact he was proposing to modify the termination date on the lease. She noted the City Attorney had reviewed this matter.

Schulz supported this item being tabled until the first meeting in February to allow staff more time to research the contract with Renter's Warehouse and to investigate the modification fee.

Poppe agreed noting Mr. Goebel was proposing to modify the lease so it would terminate at the end of February.

Zelenak suggested the item move forward and that further information be provided to the Council regarding the Renter's Warehouse contract via email.

Johnson supported this suggestion. Abts asked if the Council would support the motion going forward with a condition the City would have no further financial obligations from Renter's Warehouse for this property or the tenant agrees to cover these expenses.

Stelmach stated he would like to know what these expenses would be.

Poppe explained at this time City Council doesn't even know what the expenses may be. He commented on the tenant's intent to vacate, which was actually breaking the lease term.

Schulz and Stelmach expressed frustration with staff for putting the Council in a difficult position by not providing adequate information on this item. Abts encouraged the Council to contact staff with questions prior to any meeting.

Johnson asked if the City had collected a damage deposit from Mr. Goebel. Abts reported the City had collected a security deposit and typically this amounts to one month's rent.

Poppe stated he could support this item going forward with the understanding staff would be sending an email with further information on the Renter's Warehouse contract and modification fee.

A motion was made by Schulz, seconded by Stelmach, to table action on the early lease termination to the February 12, 2018, City Council meeting directing staff to provide the Council with additional feedback regarding the Renter's Warehouse contract and the modification fee. The motion carried 5-0.

C. APPROVE CITIZEN APPOINTMENT (Resolution)

Abts commented there are two positions yet to fill on the Public Safety Advisory Commission. Both are business appointments, one for a two-year term and a vacancy for a one-year term. Gary Current has offered to serve the two-year appointment.

A motion was made by Schulz, seconded by Stelmach, to adopt Resolution No. 2018-7 appointing Gary Current to the Public Safety Advisory Commission to serve a two-year term. The motion carried 5-0.

D. APPROVE ACCOUNTS PAYABLE

Abts reviewed the Accounts Payable with the Council.

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

11. ADMINISTRATOR REPORT – None.

12. COUNCIL AND ATTORNEY REPORTS

Johnson discussed the fish conservation efforts that occurred on Twin Lakes, noting many pounds of carp and bullhead were removed.

Stelmach welcomed Gary Current to the Public Safety Advisory Commission. He welcomed Firefighter John Hegstrand and Police Reserve Officer Michael Kampsen to the City as well.

Schulz encouraged residents to remove their cars from the street due to the current snow emergency.

Poppe reported the City has a need for a few Committee and Commission members. Those interested in serving in this capacity were encouraged to visit the City's website or contact City Hall for further information.

Poppe stated the Fire Relief Association Annual Dance would be held at the Osseo Legion on Friday, February 9, from 8 p.m. to midnight.

From: Phillip Goebel
Sent: Tuesday, January 02, 2018 9:37 AM
To: Christopher Wanker; Karen Broden
Subject: 25 4th Street, Osseo Lease

Hello,

Due to a change in my circumstances I would like to discuss early termination of the lease agreement. Will the city consider modifying the Lease to expire on Feb 28?

Thank you,
Phillip Goebel
25 4th Street

24. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold, and enjoy said Premises for the term hereof.
25. INDEMNIFICATION. Neither Landlord nor Renters Warehouse shall be liable for damage or injury of or to Tenant, Occupant, or Tenant's guests, invitees, or agents, or to any person entering the Premises or the building of which the Premises are a part, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature except those arising from the intentional misconduct or gross negligence of Landlord or Renters Warehouse.
26. DEFAULT. If Tenant fails to comply with any of the provisions of this Lease, other than the covenant to pay Rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord and of which Tenant has been notified, or if Tenant materially fails to comply with any duties imposed on Tenant under Minnesota law, within 7 days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Lease. Renters Warehouse is authorized to institute on behalf of Landlord, all legal actions or proceedings for the enforcement of any Lease term, for the collection of Rent or other income for the Premises or for the eviction of Tenant or Occupants from the Premises. Renters Warehouse is authorized to sign and serve such notices on behalf of Landlord as it deems necessary for enforcement of the Lease and Tenant will accept such notice from Renters Warehouse as equivalent to receiving the same notice from Landlord.
27. LATE FEE. In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "Late Fee" equal to \$50, an amount not to exceed 8% of the monthly Rent payment. Failure to impose or collect such Late Fee by Landlord does not mean that Landlord has accepted payment as timely. Failure to impose or collect such Late Fee does not imply that Landlord or Renters Warehouse accepts late payments, nor does it change the date Rent is due hereunder. In the event any payments or fees are not paid when due, Tenant may be subject to any and all available legal remedies, including but not limited to eviction, collection, and/or damages.
28. ABANDONMENT. If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all Rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired

term, if this Lease had continued in force, and the net Rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may store and dispose of all such personal property subject to requirements imposed by Minn. Stat. § 504B.271.

29. RENTERS WAREHOUSE NOT LANDLORD. Tenant acknowledges and agrees that Renters Warehouse is not and shall not in any event be deemed to be the "Landlord" of the Premises within the meaning of Minn. Stat. § 504B.001. Renters Warehouse is merely the facilitator of Landlord for purposes of managing the Premises and rental relationship between Landlord and Tenant.
30. ATTORNEYS' FEES. The court shall award reasonable attorneys' fees and costs to any party who prevails in a proceeding to enforce one or more terms of this Lease, whether or not such party pursued such enforcement through a court order or judgment.
31. RECORDING OF LEASE. Tenant shall not record this Lease in the public records in any city or county office. In the event that Tenant records this Lease, this Lease shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
32. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through, and under the laws of the State of Minnesota.
33. SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
34. BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
35. HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Landlord or Tenant.
36. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
37. NO WAIVER. If Landlord elects not to exercise any right or remedy under this Lease on any one or more occasions, Landlord shall not be deemed to have waived its right to enforce all rights and remedies it may have under this Lease or otherwise pursuant to Minnesota law. If Landlord should waive any breach of, or event of default under, any provision of this Lease by Tenant, Landlord shall not be deemed to have given a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Lease

38. **MODIFICATION.** The Parties hereby agree that this Lease contains the entire agreement between the Parties and this Lease shall not be modified, changed, altered or amended in any way except through the use of a written amendment signed by all of the Parties hereto. Any additions, deletions, or other modifications requested by Tenant shall be subject to a \$150.00 fee paid to Landlord.
39. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:
- If to Tenant:
- Phillip Goebel
25 4th St NE, Osseo, Mn 55369**
- If to Renters Warehouse:
- 6101 Baker Road, Suite 200
Minnetonka, MN 55345**
- Tenant and Renters Warehouse shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.
40. **ELECTRONIC SIGNATURES AND DELIVERY.** The Parties agree that the electronic signature of any Party on any document related to this transaction shall constitute a valid, binding signature of such Party. The Parties further agree that electronic delivery of this Lease or any addenda thereto through e-mail or similar electronic means shall constitute sufficient delivery to the other Party.
41. **INTENT TO VACATE:** Tenant must provide Renters Warehouse, as Landlord's agent, at least (60) sixty days written notice of its intent to terminate the Lease upon the expiration of the Lease term. Any notice provided under this Section does not imply permission on behalf of the Landlord or Renters Warehouse to vacate the Premises early, unless approved by Landlord or Renters Warehouse. Failure to provide notice of intent to terminate the Lease may require Tenant to be responsible for additional Rent charges, Late Fees and/or damages for any additional costs or expenses incurred by Landlord and/or Renters Warehouse.
42. **RENEWAL TERM:** Tenant and Landlord shall have the right to negotiate and agree to any renewal/extension of the Lease term, upon such Rent terms agreeable to both Parties. Landlord reserves the right to withhold its consent to or deny any renewal or extension of this Lease that may be requested by Tenant. If Tenant desires to preserve the right to extend/renew the Lease term for a Renewal Term, Tenant shall give Landlord notice of its intent no later than 60 days prior to the end of the Lease term.



City of Osseo City Council Meeting Item

Agenda Item: Confirm EDA Actions of February 12, 2018

Meeting Date: February 12, 2018

Prepared by: Riley Grams, City Administrator

Attachments: None

The EDA took the following actions at their regular meeting on February 12, 2018:

- 1) Discussed the North Central Redevelopment proposals
- 2) Discussed a letter of intent to purchase a redevelopment property
- 3) Discussed the 2018 Osseo Spring Opener plans
- 4) Approved EDA accounts payable

Options:

The City Council may choose to:

1. Approve the EDA actions of February 12, 2018;
2. Deny the EDA actions of February 12, 2018;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the EDA actions of February 12, 2018.



Agenda Item: Items pertaining to the 2018 Street Reconstruction Project

Meeting Date: February 12, 2018

Prepared by: Lee Gustafson, City Engineer

Attachments: Resolution, maps and preliminary assessment roll

Policy Consideration:

Request to approve the following:

1. Resolution approving plans and specifications, and authorizing the advertisement of bids.

Background:

The 2018 street reconstruction project consists of reconstructing portions of 4th Avenue NE, 4th Street NE and 6th Avenue NE including repairing or minimal reconstruction of the storm and sanitary sewer, replacement of curb and gutter as needed, and repair and installation of new sidewalk. See location map.

The existing roadway width will be maintained to the greatest extent possible, and minimal impacts will be made outside of the curb with the exception for impacts related to utility work, curb replacement, and sidewalk repair and installation.

As part of the City's initiative to increase walkability around the City, sidewalk installation is being proposed for certain portions of 4th Avenue NE, and in front of one property on 4th Street NE. In determining the benefit of adding sidewalk with this project, these streets were evaluated for potential impacts, connectivity to existing walk, and overall benefit to adjacent properties. Based on this evaluation, new sidewalk is proposed for the west side 4th Avenue NE. A neighborhood meeting was held on December 5 for the residents along 4th Avenue NE to discuss the proposed sidewalk installation on the west side of the street. Meeting attendance was light, and there were some residents that did not favor the proposed sidewalk installation.

Storm and sanitary sewer televising, and geotechnical evaluation was performed as a part of preparing the feasibility report to help calculate pavement design and recommended utility repairs. Sanitary pipes within the project area are proposed to be cleaned and lined as part of a future maintenance project. Watermain valves and hydrants will be replaced or relocated as needed.

Drainage issues currently exist on 4th Avenue and 4th Street. Limitations in the existing storm sewer system and street grades unfortunately do not allow for a complete fix option. However, the plans call for some drainage improvements that will help relieve some of the problems. On 4th Avenue, the existing catch basins are being improved and the curb will be replaced. On 4th Street, street grades are being adjusted to push water to new catch basins. These new catch basins will route water through a new pipe that is being installed in the alley north of 4th Street between 5th and 6th Avenues. See attached map.

Funding/Financing:

The total project cost is estimated at \$678,000.00, and includes all proposed street, utility, sidewalk, and storm sewer improvements as well as all engineering, legal, financing, and administrative costs. Detailed cost estimates can be found within the feasibility report. The opinion of probable cost is based on projected construction costs for 2018 and includes a 10% contingency and 25% indirect costs. The indirect costs include engineering, legal, and administrative costs associated with the project. No right-of-way acquisition is expected as a part of this project.

Financing the 2018 Street Reconstruction Project will be based on the City's special assessment policy which calls for 50% of the proposed improvements to be specially assessed including all administrative costs. The remaining 50% and 100% of the storm and utility costs will be financed by the City through street and enterprise funds. The proposed assessment roll is attached, along with an assessment map highlighting the benefiting properties and the assessment calculations for benefiting property owners.

Schedule:

If council approves the attached resolution, the next step for this project is to go out for bids and continue with the assessment process.

WSB is proposing to bid out both 2018 alley reconstruction projects with the 2018 street reconstruction project.

Previous Action or Discussion:

Council held the improvement hearing on December 11, 2017, and ordered preparation of plans and specifications.

Budget or Other Considerations:

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

Options:

The City Council may choose to:

1. Adopt resolution approving the Plans & Specifications and Authorizing the Advertisement for bids for the 2018 Street Reconstruction Project;
2. Adopt resolution approving the Plans & Specifications and Authorizing the Advertisement for bids for the 2018 Street Reconstruction Project with noted changes or as amended;
3. Deny the project;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option (1): Adopt resolution approving the Plans & Specifications and Authorizing the Advertisement for bids for the 2018 Street Reconstruction Project.

Next Step:

Advertise for bids.

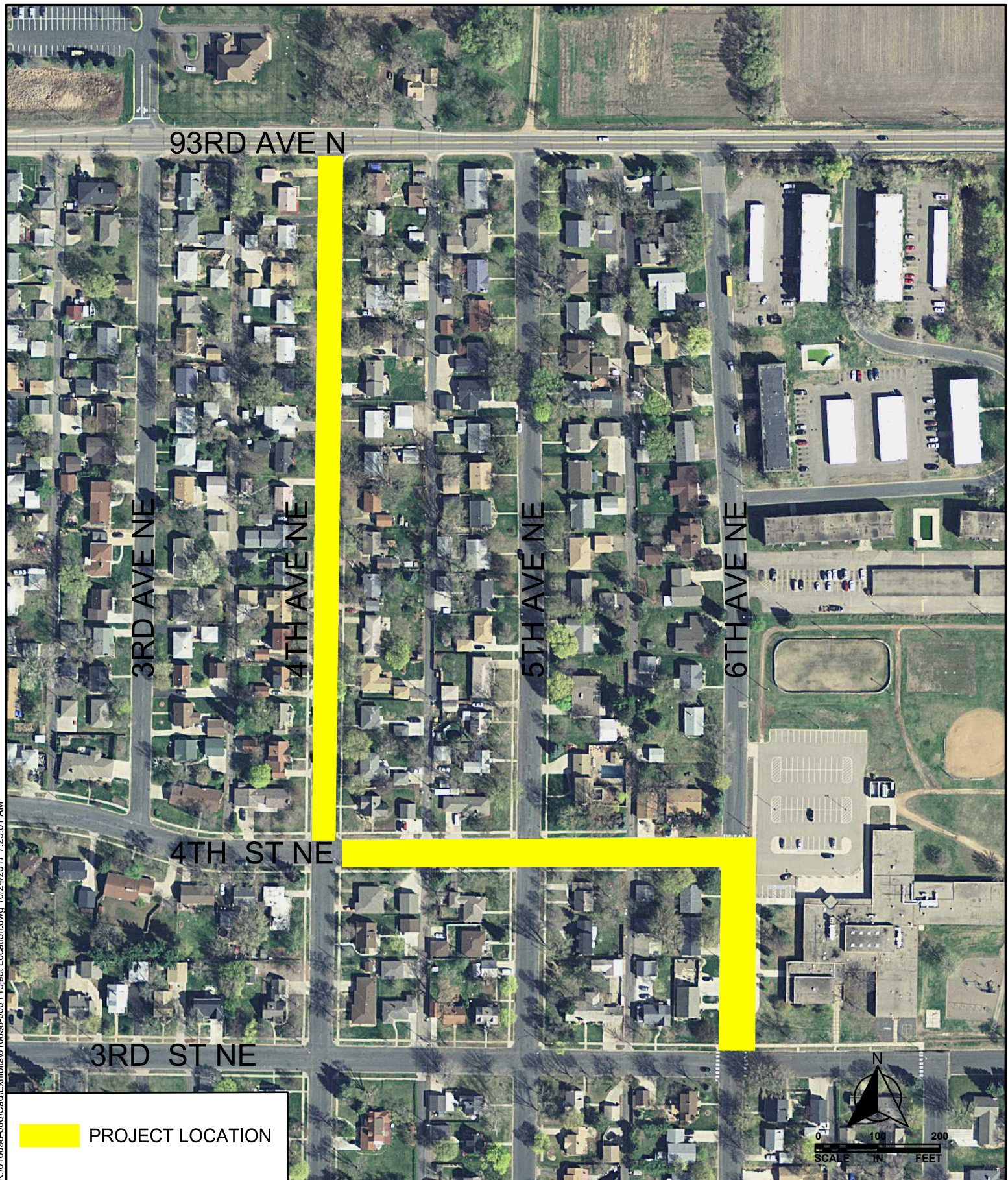
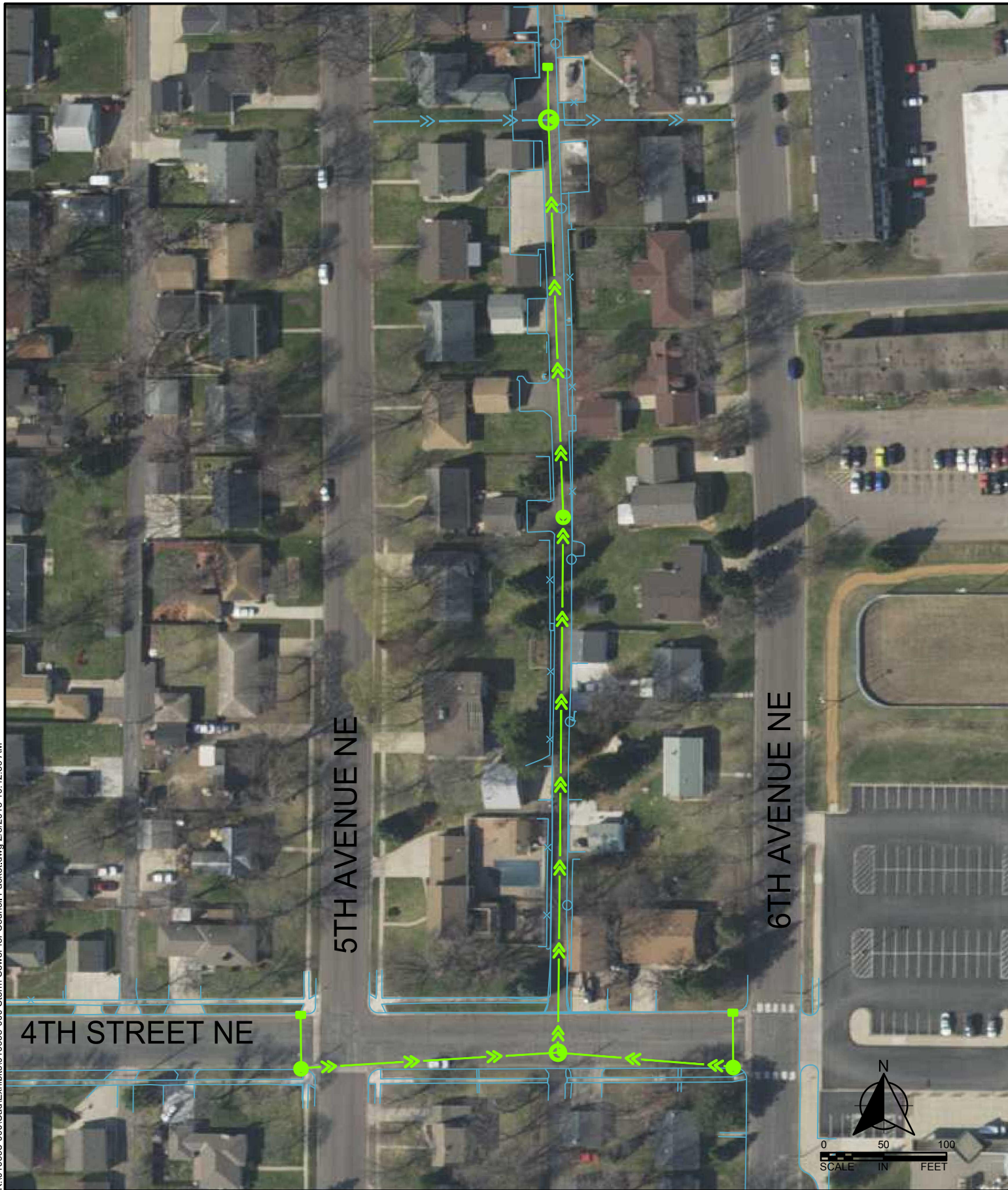


Figure 1 - Project Location Map
2018 Street Reconstruction Project
City of Osseo, MN

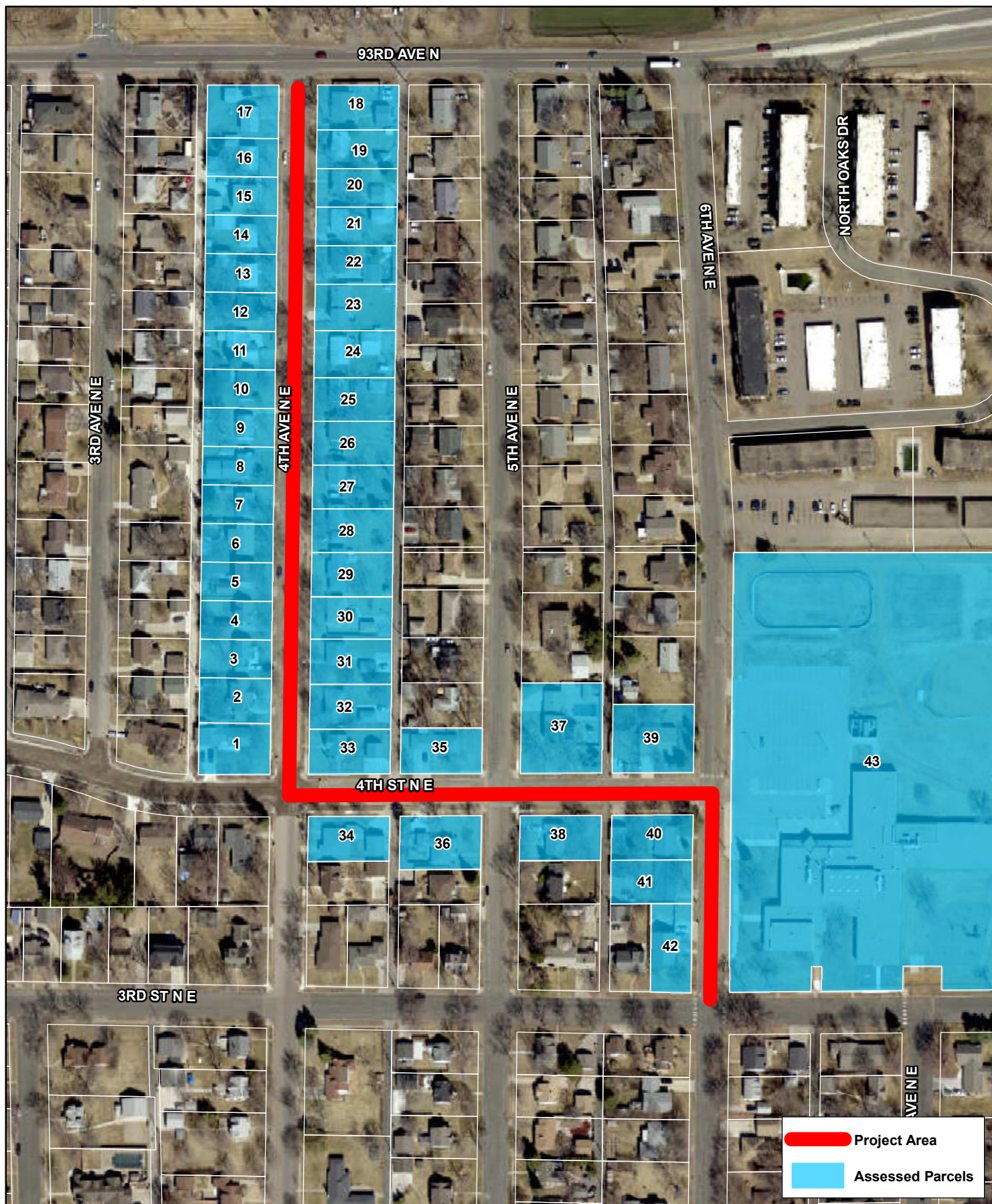
K:\101698-000\Cad\Exhibits\101698-000 Storm Sewer for Council Packet.dwg 2/8/2018 10:42:36 AM



WSB PROJECT NO.:
010698-000

Proposed 4th Street NE Storm Sewer
2018 Street Reconstruction Project
City of Osseo, MN





Project Area Map

2018 Street Reconstruction Project
Osseo, MN



0 200
Feet
1 inch = 200 feet



<p align="center"> <i>CITY OF OSSEO</i> <i>2018 STREET RECONSTRUCTION PROJECT</i> <i>PRELIMINARY ASSESSMENT ROLL</i> </p>									
---	--	--	--	--	--	--	--	--	--

Date: 2/12/2018 Rate

WSB Project No.: 010698-000 Complete Reconstruction Residential Single-Family Per Unit Assessment: \$6,540.00

Rate

\$6,540.00

\$77.00

\$77.00

MAP ID	PID	FEE OWNER	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	USE DESCRIPTION	UNITS	UNIT ASSESSMENT RATE	FRONT FOOTAGE (LF)	FOOTAGE ASSESSMENT RATE	PROPOSED ASSESSMENT
1	1811921220039	RICHARD & E NESETH	333 4TH ST NE	OSSEO, MN 55369	333 4TH ST NE	RESIDENTIAL	0.5	\$6,540.00			\$3,270.00
2	1811921220038	JANET L BUDLONG	P O BOX 142	CHETEK, WI 54728	409 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
3	1811921220037	LORENCE & KATHLEEN STELMACH	417 4TH AVE NE	OSSEO, MN 55369	417 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
4	1811921220036	DARRIN DALE BEEKMAN & GRACE LOUISE BEEKMAN	425 4TH AVE NE	OSSEO, MN 55369	425 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
5	1811921220035	RYAN COPLAN	433 4TH AVE NE	OSSEO, MN 55369	433 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
6	1811921220034	MICHAEL P FORSBERG	501 4TH AVE NE	OSSEO, MN 55369	501 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
7	1811921220033	JOY M BANDEL	509 4TH AVE NE	OSSEO, MN 55369	509 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
8	1811921220032	COLLETTE L & PHILIP A WINN JR	517 4TH AVE NE	OSSEO, MN 55369	517 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
9	1811921220031	SHARON BOESE-FORMATO	525 4TH AVE NE	OSSEO, MN 55369	525 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
10	1811921220030	TINA M DURANT	533 4TH AVE NE	OSSEO, MN 55369	533 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
11	1811921220029	LESLIE L PETERSON	541 4TH AVE NE	OSSEO, MN 55369	541 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
12	1811921220028	SHERILYN K MILLER	601 4TH AVE NE	OSSEO, MN 55369	601 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
13	1811921220027	ERIC E & SUSAN MOTTINGER	16192 84TH AVE N	MAPLE GROVE, MN 55311	609 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
14	1811921220026	SHIRLEY BEIER	617 4TH AVE NE	OSSEO, MN 55369	617 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
15	1811921220025	MATTHEW RYAN GRIFFITH	625 4TH AVE NE	OSSEO, MN 55369	625 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
16	1811921220024	JOSEPH M BELL	633 4TH AVE NE	OSSEO, MN 55369	633 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
17	1811921220023	WAYNE & KELLY WIEGAND	4621 56TH ST SW	WAVERLY, MN 55390	641 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
18	1811921210003	PATRICIA L BERRY	640 4TH AVE NE	OSSEO, MN 55369	640 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
19	1811921210004	JOHN KLOBUCAR	14778 312TH LANE NE	CAMBRIDGE, MN 55008	632 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
20	1811921210005	RICHARD L MCGLYNN	624 4TH AVE NE	OSSEO, MN 55369	624 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
21	1811921210006	THOMAS D TISCHNER	616 4TH AVE NE	OSSEO, MN 55369	616 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
22	1811921210007	ZACHARY SMETANA	608 4TH AVE NE	OSSEO, MN 55369	608 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
23	1811921210008	JAMES R SCHROEDER	6941 137TH LA NW	ANOKA, MN 55303	600 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
24	1811921210009	TODD JOHNSON	5225 E TWIN LAKE BLVD	BROOKLYN CENTER, MN 55429	540 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
25	1811921210010	TODD A & JULIE A BURKSTRAND	532 4TH AVE NE	OSSEO, MN 55369	532 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
26	1811921210011	WILLIAM J TISCHNER	524 4TH AVE NE	OSSEO, MN 55369	524 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
27	1811921210012	TIMOTHY R GORHAM	516 4TH AVE NE	OSSEO, MN 55369	516 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
28	1811921210013	RICKY C & NANCY J TAYLOR	508 4TH AVE NE	OSSEO, MN 55369	508 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
29	1811921210064	ADAM T RISLAND & KATHERINE M PUTNAM	432 4TH AVE NE	OSSEO, MN 55369	432 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
30	1811921210063	NICHOLAS Y LECTKA	424 4TH AVE NE	OSSEO, MN 55369	424 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
31	1811921210062	MARK A BLASKOWSKI	416 4TH AVE NE	OSSEO, MN 55369	416 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
32	1811921210061	MARK R JOHNSON	408 4TH AVE NE	OSSEO, MN 55369	408 4TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
33	1811921210060	THOMAS B HOOD	400 4TH AVE NE	OSSEO, MN 55369	400 4TH AVE NE	RESIDENTIAL	1.5	\$6,540.00			\$9,810.00
34	1811921210054	RICHARD T WEBER	332 4TH AVE NE	OSSEO, MN 55369	332 4TH AVE NE	RESIDENTIAL	0.5	\$6,540.00			\$3,270.00
35	1811921210059	MILO E DAHN & MARY K DWINELL	417 4TH ST NE	OSSEO, MN 55369	417 4TH ST NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
36	1811921210051	ROGER L MAAS	325 5TH AVE NE	OSSEO, MN 55369	325 5TH AVE NE	RESIDENTIAL	0.5	\$6,540.00			\$3,270.00
37	1811921210043	DUANE E & AMY L POPPE	408 5TH AVE NE	OSSEO, MN 55369	408 5TH AVE NE	RESIDENTIAL	0.5	\$6,540.00			\$3,270.00
38	1811921210050	2015-2 IH2 BORROWER L P, C/O INVITATION HOMES	901 MAIN ST #4700	DALLAS, TX 75202	332 5TH AVE NE	RESIDENTIAL	0.5	\$6,540.00			\$3,270.00
39	1811921210087	CAROL B EMMANS	401 6TH AVE NE	OSSEO, MN 55369	401 6TH AVE NE	RESIDENTIAL	0.5	\$6,540.00			\$3,270.00
40	1811921210047	BARBRA J PLZAK	333 6TH AVE NE	OSSEO, MN 55369	333 6TH AVE NE	RESIDENTIAL	1.5	\$6,540.00			\$9,810.00
41	1811921210048	KATHERINE D GUSTAFSON	325 6TH AVE NE	OSSEO, MN 55369	325 6TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
42	1811921240097	TAYLOR NELSON & TYLER NELSON	309 6TH AVE NE	OSSEO, MN 55369	309 6TH AVE NE	RESIDENTIAL	1	\$6,540.00			\$6,540.00
43	1811921210001	OSSEO SCHOOL DISTRICT NO 279	11200 93RD AVE N	MAPLE GROVE, MN 55369	324 6TH AVE NE	COMMERCIAL			310.45	\$77.00	\$23,904.65

\$285,504.65

Resolution No. 2018-xx

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND
AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE
2018 STREET RECONSTRUCTION PROJECT**

WHEREAS, pursuant to motion passed by the City Council on August 28, 2017, the City Engineer was directed to prepare a Feasibility Report for the 2018 Street Reconstruction Project; and

WHEREAS, such feasibility report was received by the City Council at the November 13, 2017, regular City Council meeting; and

WHEREAS, pursuant to City Council authorization on December 11, 2017, the city engineer has prepared plans and specifications for the 2018 Street Reconstruction Project and has presented such plans and specifications to the council for approval;

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

1. The plans and specifications, copies of which are on file at city hall, are hereby accepted upon recommendation of the city engineer.
2. The city clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids for the making of such improvements under such approved plans and specs. The advertisement shall specify the work to be done, and shall state that bids will be opened on Thursday March 8, 2018, at 9:00 a.m. Central Standard Time in the council chambers of the city hall, Osseo, MN. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the clerk for 5% of the amount of such bid.



Agenda Item: Items pertaining to the 2018 Alley Reconstruction Project

Meeting Date: February 12, 2018

Prepared by: Lee Gustafson, City Engineer

Attachments: Resolution, maps and preliminary assessment roll

Policy Consideration:

Request to approve the following:

1. Resolution approving plans and specifications, and authorizing the advertisement of bids.

Background:

The 2018 alley project consists of reconstructing two alleys:

Alley #1. This alley is between 5th and 6th Avenues NE from 4th Street NE to 93rd Avenue North, and was originally scheduled for reconstruction in 2017. Construction was postponed due to the high bids that were received last spring. Reconstruction work also includes repairing or minimal reconstruction of the storm sewer. It is proposed to maintain the existing alley width and that all work will be within the existing alley right of way. A new 12-foot wide, 6-inch thick concrete pavement will replace the old bituminous pavement. Storm sewer televising and geotechnical evaluation was performed to help calculate pavement design and recommended storm sewer repairs.

The total project cost for this alley is estimated at \$246,500, and includes all proposed surface and storm sewer improvements as well as all engineering, legal, financing, and administrative costs. Detailed cost estimates can be found within the feasibility report. The opinions of cost incorporate estimated 2018 construction costs and include a 10% contingency factor. Administrative costs are projected at 25% of the construction cost and include engineering, legal, financing, and administrative costs.

Alley #2. This alley is between 2nd and 3rd Avenues NE from 4th Street NE to 93rd Avenue North. Work includes repairing or minimal reconstruction of the storm sewer. It is proposed to maintain the existing alley width and that all work will be within the existing alley right of way. A new 12-foot wide, 6-inch thick concrete pavement will replace the old bituminous pavement. Storm sewer televising and geotechnical evaluation was performed to help calculate pavement design and recommended storm sewer repairs.

The total project cost for this alley is estimated at \$232,700, and includes all proposed surface and storm sewer improvements as well as all engineering, legal, financing, and administrative costs. Detailed cost estimates can be found within the feasibility report. The opinions of cost incorporate estimated 2018 construction costs and include a 10% contingency factor. Administrative costs are projected at 25% of the construction cost and include engineering, legal, financing, and administrative costs.

Financing the 2018 Alley Reconstruction Project will be based on the City's special assessment policy which calls for 80% of the proposed improvements to be specially assessed. The remaining 20% and 100% of the storm sewer costs will be financed by the City. Assessments for this project were calculated by dividing 80% of the total cost of the project equally among adjoining residents. For alley #1 there are a total of 27 properties benefiting from the improvements equating to a cost of \$6,580 per parcel. For alley #2 there are a total of 28 properties benefiting from the improvements equating to a cost of \$5,970 per parcel. The proposed assessment roll for both alleys are attached, along with an assessment map highlighting the benefiting properties and the assessment calculations for benefiting property owners.

Schedule:

If council approves the attached resolution, the next step for this project is to go out for bids and continue with the assessment process.

WSB is proposing to bid out both 2018 alley reconstruction projects with the 2018 street reconstruction project.

Previous Action or Discussion:

Council held the improvement hearing on December 11, 2017, and ordered preparation of plans and specifications.

Budget or Other Considerations:

Project will be funded in accordance with the City's special assessment policy for alley reconstruction.

Options:

The City Council may choose to:

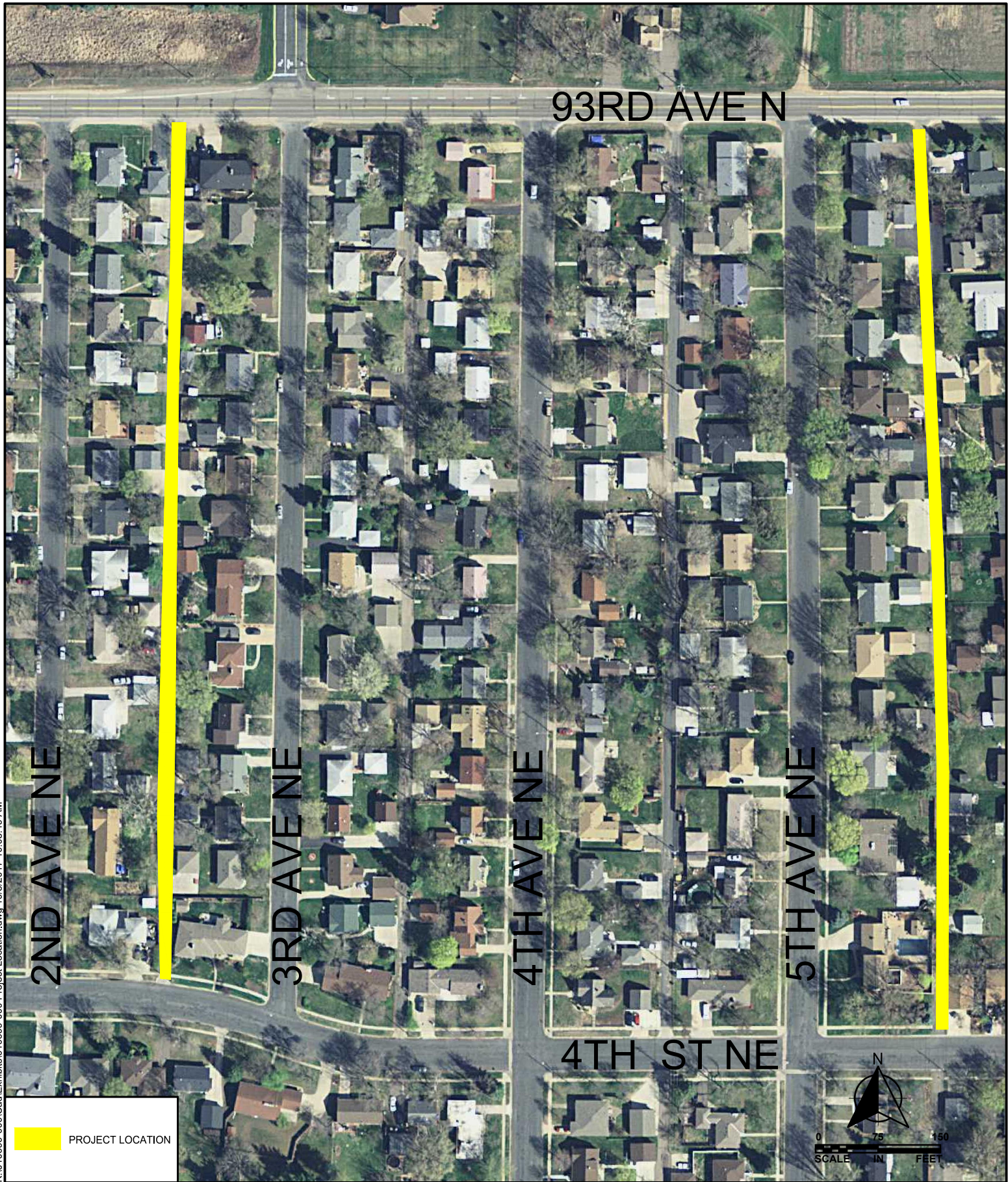
1. Adopt resolution approving the Plans & Specifications and Authorizing the Advertisement for bids for the 2018 Alley Reconstruction Project;
2. Adopt resolution approving the Plans & Specifications and Authorizing the Advertisement for bids for the 2018 Alley Reconstruction Project with noted changes or as amended;
3. Deny the project;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option (1): Adopt resolution approving the Plans & Specifications and Authorizing the Advertisement for bids for the 2018 Alley Reconstruction Project.

Next Step:

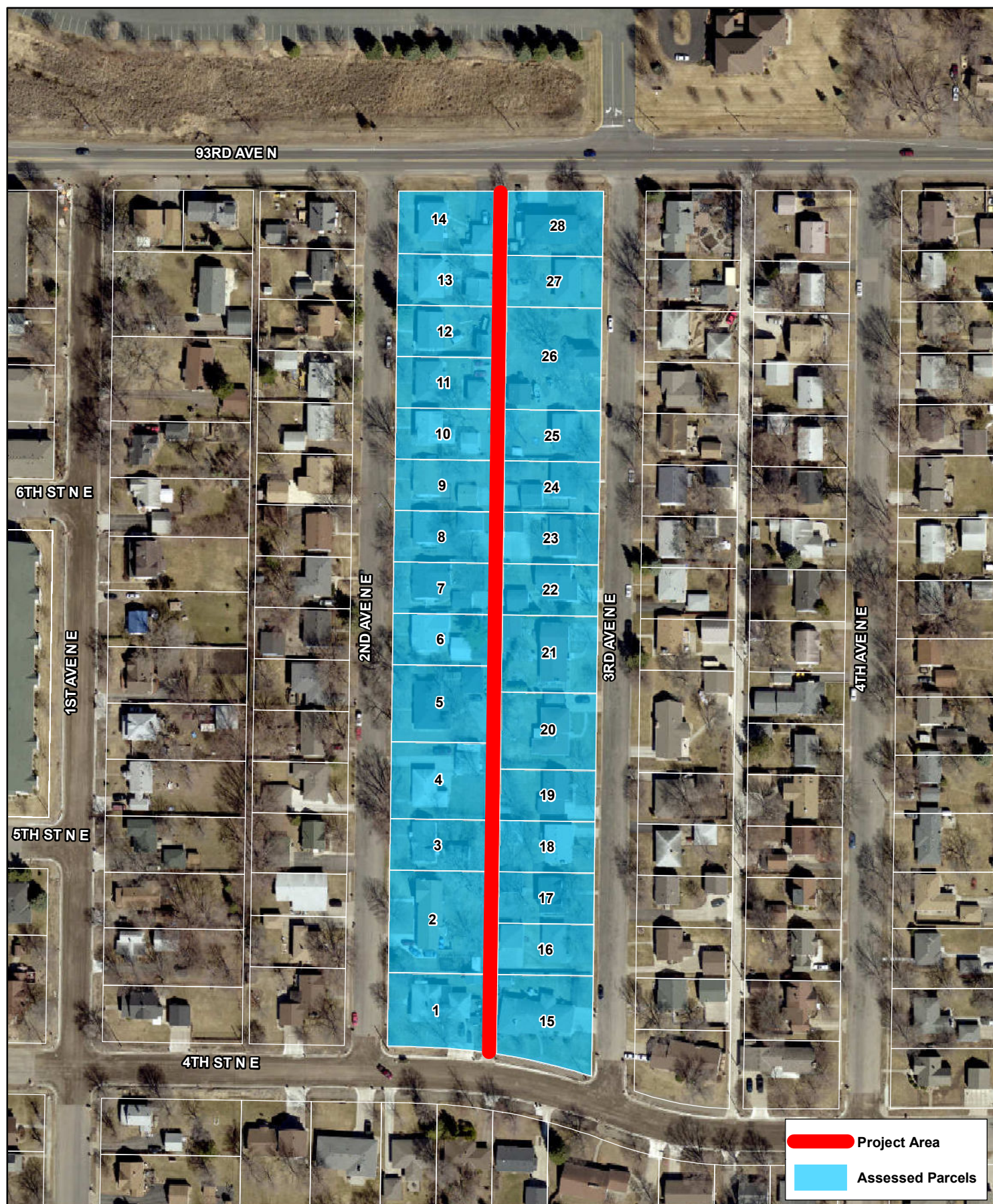
Advertise for bids.



Project Location Map
2018 Alley Reconstruction Project
City of Osseo, MN



WSB PROJECT NO.:
10699-000



Project Area Map

2018 Alley Reconstruction Project
Osseo, MN



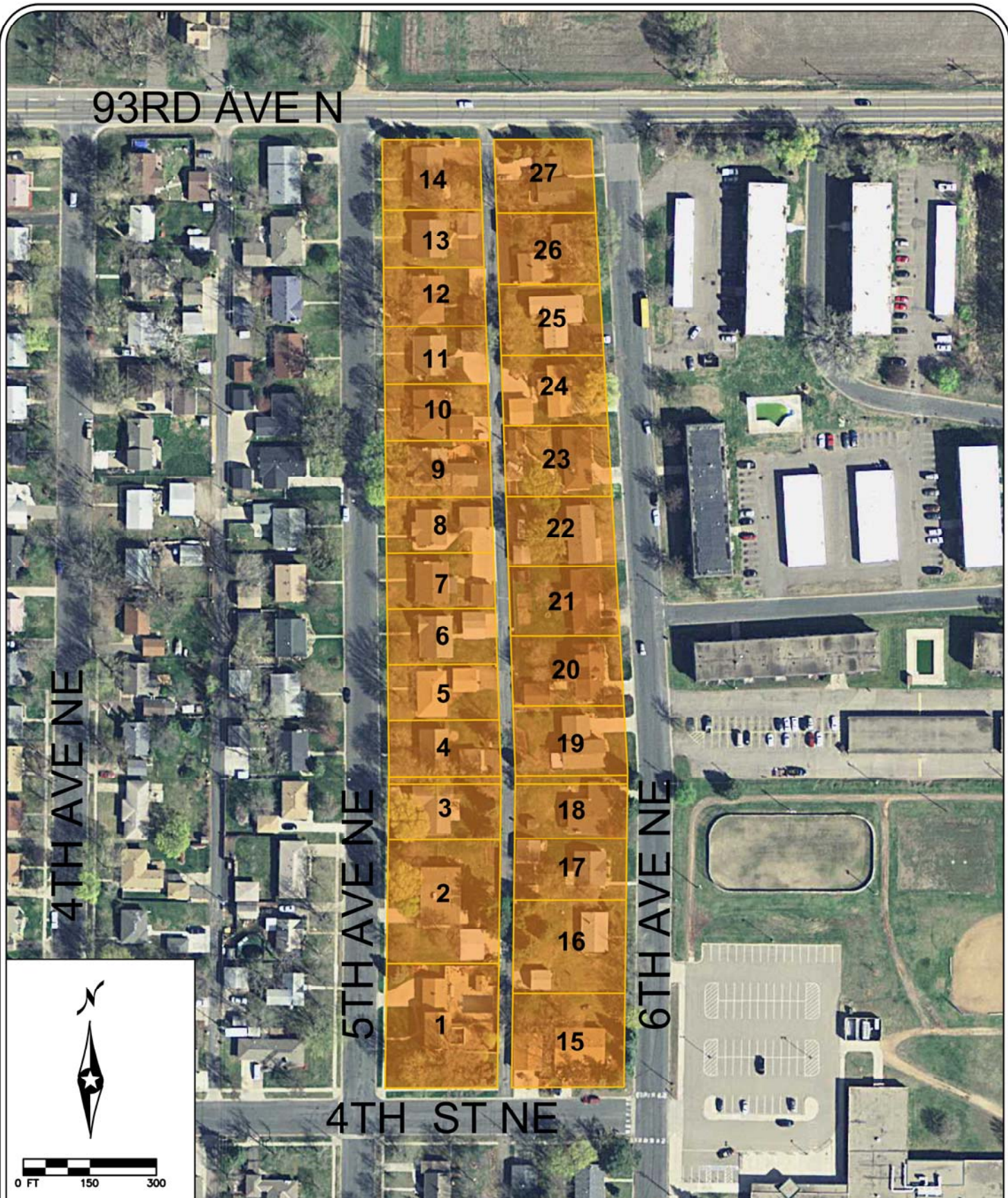
0 150
Feet
1 inch = 150 feet



CITY OF OSSEO
2018 ALLEY RECONSTRUCTION PROJECT
PRELIMINARY ASSESSMENT ROLL

<i>Date:</i> 2/12/2018		<u><i>Rate</i></u>
WSB Project No.: 010699-000	Complete Reconstruction Residential Single-Family Per Unit Assessment:	\$5,970.00

MAP ID	PID	FEE OWNER	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	USE DESCRIPTION	UNITS	UNIT ASSESSMENT RATE	PROPOSED ASSESSMENT
1	1811921220071	RUSSELL JAMES NIELSEN	400 2ND AVE NE	OSSEO MN 55369	400 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
2	1811921220072	MARY ABBEY	416 2ND AVE NE	OSSEO MN 55369	416 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
3	1811921220073	HELEN B NELSON	424 2ND AVE NE	OSSEO MN 55369	424 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
4	1811921220074	LEANN C ADAMS	432 2ND AVE NE	OSSEO MN 55369	432 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
5	1811921220143	EMILY M LITTLE	440 2ND AVE NE	OSSEO MN 55369	440 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
6	1811921220077	AMANDA LITTLE	516 2ND AVE NE	OSSEO MN 55369	516 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
7	1811921220078	SARAH BROWN, ROBERT BROWN & LINDA BROWN	524 2ND AVE NE	OSSEO MN 55369	524 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
8	1811921220079	CRAIG CLOTHIER & KATHLEEN MOEN	532 2ND AVE NE	OSSEO MN 55369	532 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
9	1811921220080	LYNDA PELLETIER	7349 VARIOLITE DR NW	ZIMMERMAN MN 55398	540 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
10	1811921220081	WILLIAM A KELLY	608 2ND AVE NE	OSSEO MN 55369	608 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
11	1811921220082	PAUL FERRY & BONITA FERRY	616 2ND AVE NE	OSSEO MN 55369	616 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
12	1811921220083	LAURA KROFT	624 2ND AVE NE	OSSEO MN 55369	624 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
13	1811921220084	ANDREW R OLSON	632 2ND AVE NE	OSSEO MN 55369	632 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
14	1811921220085	ED BERTHIAUME & SHIRLEY BERTHIAUME	644 2ND AVE NE	OSSEO MN 55369	644 2ND AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
15	1811921220070	LAWRENCE J TRAUT	217 4TH ST NE	OSSEO MN 55369	217 4TH ST NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
16	1811921220069	GERALD KROIS	417 3RD AVE NE	OSSEO MN 55369	417 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
17	1811921220068	JOHN P & JODY K HALLIDAY	425 3RD AVE NE	OSSEO MN 55369	425 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
18	1811921220067	TEDDY KOPREN	433 3RD AVE NE	OSSEO MN 55369	433 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
19	1811921220066	DAVID A ANDREWS	501 3RD AVE NE	OSSEO MN 55369	501 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
20	1811921220065	SARITA R CASTRO & KENNY J NELSON	509 3RD AVE NE	OSSEO MN 55369	509 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
21	1811921220064	RICHARD & JESSICA PECHACEK	519 3RD AVE NE	OSSEO MN 55369	519 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
22	1811921220063	RANDALL D DALLUGE	525 3RD AVE NE	OSSEO MN 55369	525 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
23	1811921220062	SHAWN M FISH	533 3RD AVE NE	OSSEO MN 55369	533 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
24	1811921220061	SHAWN HANSEN & ALYSSA HASTINGS	541 3RD AVE NE	OSSEO MN 55369	541 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
25	1811921220060	ANN BISTODEAU & BRYAN AHNER	601 3RD AVE NE	OSSEO MN 55369	601 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
26	1811921220144	C MARIE BAUER	609 3RD AVE NE	OSSEO MN 55369	609 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
27	1811921220057	THOMAS R WICK	625 3RD AVE NE	OSSEO MN 55369	625 3RD AVE NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
28	1811921220056	ADAM J HOUTKOOPER & CINDI M HOUTKOOPER	224 7TH ST NE	OSSEO MN 55369	224 7TH ST NE	RESIDENTIAL	1	\$5,970.00	\$5,970.00
GRAND TOTAL - PRELIMINARY PROJECT ASSESSMENT:									\$167,160.00



701 Xenia Avenue South, Suite 300
Minneapolis, MN 55416
www.ws beng.com

763-541-4800 - Fax 763-541-1700
INFRASTRUCTURE ■ ENGINEERING ■ PLANNING ■ CONSTRUCTION

2018 ALLEY RECONSTRUCTION PROJECT OSSEO, MN

12/8/2016

PRELIMINARY
ASSESSMENT MAP

***CITY OF OSSEO
2018 ALLEY RECONSTRUCTION PROJECT
PRELIMINARY ASSESSMENT ROLL***

Date: 2/12/2018 Rate

WSB Project No.: 03429-070 Complete Reconstruction Residential Single-Family Per Unit Assessment: \$6,580.00

WSB Project No.: 03429-070 Complete Reconstruction Residential Single-Family Per Unit Assessment: \$6,580.00

Date: 2/12/2018 Rate

WSB Project No.: 03429-070 Complete Reconstruction Residential Single-Family Per Unit Assessment: \$6,580.00

MAP ID	PID	FEE OWNER	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	USE DESCRIPTION	UNIT ASSESSMENT RATE	PROPOSED ASSESSMENT
1	1811921210043	DUANE E & AMY L POPPE	408 5TH AVE N E	OSSEO MN 55369	408 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
2	1811921210085	KENNETH J FELBER	424 5TH AVE N E	OSSEO MN 55369	424 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
3	1811921210046	SUZANNE M PACE	432 5TH AV NE	OSSEO MN 55369	432 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
4	1811921210035	STACY L & TIMOTHY M POLICH	500 5TH AVE N E	OSSEO MN 55369	500 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
5	1811921210034	KATHARINE ELIZABETH METHUM	508 5TH AVE N E	OSSEO MN 55369	508 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
6	1811921210033	DIANA L LAHD	516 5TH AVE N E	OSSEO MN 55369	516 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
7	1811921210032	LEE RITTER & SUE RITTER	524 5TH AVE N E	OSSEO MN 55369	524 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
8	1811921210031	ROBERT & BETTY ROBIDEAU	532 5TH AVE N E	OSSEO MN 55369	532 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
9	1811921210030	SALLY M HEIN	600 5TH AVE N E	OSSEO MN 55369	600 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
10	1811921210029	BRADLEY J ROSCH	608 5TH AVE N E	OSSEO MN 55369	608 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
11	1811921210028	LESLIE J EIDEN	616 5TH AVE N E	OSSEO MN 55369	616 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
12	1811921210027	TODD W & DAWN L TESSMAN	624 5TH AVE N E	OSSEO MN 55369	624 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
13	1811921210026	LISA A PETERSON	632 5TH AVE N E	OSSEO MN 55369	632 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
14	1811921210025	ALAN & KATHERINE KOWALCHYK	25061 BAY CEDER DRIVE	BONITA SPRINGS, FL 34134	640 5TH AVE NE	RESIDENTIAL	1	\$6,580.00
15	1811921210087	CAROL EMMANS	401 6TH AVE N E	OSSEO MN 55369	401 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
16	1811921210086	ERIN M HENTE	417 6TH AVE N E	OSSEO MN 55369	417 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
17	1811921210039	MICHAEL W MACK	425 6TH AVE N E	OSSEO MN 55369	425 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
18	1811921210038	MOLLY BURNS	433 6TH AVE N E	OSSEO MN 55369	433 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
19	1811921210073	MAYNARD R EDER	501 6TH AVE N E	OSSEO MN 55369	501 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
20	1811921210072	TIMOTHY J PASKE	509 6TH AVE NE	OSSEO MN 55369	509 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
21	1811921210071	MARK R & LUJEAN K RUEL	517 6TH AVE N E	OSSEO MN 55369	517 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
22	1811921210070	RAYMOND/PAMELA MC DONALD JR	601 6TH AVE N	OSSEO MN 55369	601 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
23	1811921210069	BRUCE J DAHLHEIMER	609 6TH AV NE	OSSEO MN 55369	609 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
24	1811921210068	PAUL F FERGUSON	617 6TH AVE N E	OSSEO MN 55369	617 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
25	1811921210067	RHONDA SCHLEGEL	19705 CTY RD 30	CORCORAN MN 55340	625 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
26	1811921210066	KAREN L KELLAR TRUSTEE	633 6TH AVE N E	OSSEO MN 55369	633 6TH AVE NE	RESIDENTIAL	1	\$6,580.00
27	1811921210065	CHRIST F & JOYCE M JENSEN	22275 CO RD NO 117	ROGERS MN 55374	641 6TH AVE NE	RESIDENTIAL	1	\$6,580.00

GRAND TOTAL - PRELIMINARY PROJECT ASSESSMENT:		\$177,660.00
---	--	--------------

Resolution No. 2018-xx

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND
AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE
2018 ALLEY RECONSTRUCTION PROJECT**

WHEREAS, pursuant to motions of the City Council adopted October 24, 2016, and August 28, 2017, reports have been prepared by the city engineer with reference to the following proposed alley improvements:

- Alley from 4th Street NE to 93rd Avenue North, between 5th and 6th Avenues NE
- Alley from 4th Street NE to 93rd Avenue North, between 2nd and 3rd Avenues NE

WHEREAS, such feasibility reports were received by the City Council at the November 13, 2017, regular City Council meeting; and

WHEREAS, pursuant to City Council authorization on December 11, 2017, the city engineer has prepared plans and specifications for the 2018 Alley Reconstruction Project and has presented such plans and specifications to the council for approval;

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

1. The plans and specifications, copies of which are on file at city hall, are hereby accepted upon recommendation of the city engineer.
2. The city clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids for the making of such improvements under such approved plans and specs. The advertisement shall specify the work to be done, and shall state that bids will be opened on Thursday March 8, 2018, at 9:00 a.m. Central Standard Time in the council chambers of the city hall, Osseo, MN. No bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the clerk for 5% of the amount of such bid.



City of Osseo City Council Meeting Item

Agenda Item:	New Cleaning Service for Civic Campus
Meeting Date:	February 12, 2018
Prepared by:	LeAnn Larson, City Clerk
Attachments:	Quotes for Cleaning (sent by separate email) Contractor Info from Coverall Agreement for Cleaning Services

Policy Consideration:

The City is seeking a new cleaning service for the Civic Campus Building (Administration, Fire Department Meeting Room, Police, Library, and Community Center).

Background:

A 90-day termination notice was received from the current cleaning company (Intact Building Services) at the end of December 2017. The City prepared a Request for Proposal and it was approved by the City Council at the January 8 Council meeting. The RFP was sent to 16 cleaning companies and posted on City website, along with an ad in The Press. We received several proposals. The lowest quote was from Coverall Cleaning System, a national company with a regional branch in Bloomington, MN.

City Attorney Mary Tietjen has prepared an agreement that is currently being reviewed by Coverall staff. Upon approval by the City Council, the agreement will be signed by Coverall and the Mayor and City Clerk. An approximate start date for the new cleaners is March 1.

Budget or Other Considerations:

The proposed cost by Coverall is about \$225 more each month than what is currently budgeted for cleaning services in 2018. That equates to an increase in the budget line item of \$2,250 (10 months). The next lowest proposed monthly cost was \$550 per month more than what we are currently paying.

Staff has reached out to the three references listed by Coverall: the cities of Brooklyn Center, Coon Rapids, and St. Louis Park. Two cities reported great results with Coverall cleaners and the other reported O.K. results.

City Goals Met By This Action:

Maintain as low a tax rate as possible.

Options:

The City Council may choose to:

1. Authorize staff to enter into an Agreement with Coverall Cleaning System at the proposed rates presented in the Request for Proposal;
2. Authorize staff to enter into an Agreement with another vendor for cleaning services;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1, authorize Mayor and staff to enter into an Agreement with Coverall Cleaning System at the proposed rates presented in the Request for Proposal.

Next Step:

Make arrangements to meet with Coverall representatives to discuss supplies/equipment needed and commencement of agreed cleaning services.



How General and Professional Offices are Cleaned

Your office environment is home to unseen germs and bacteria that can be harmful to your staff. Cleaning for appearance isn't enough anymore. Consider the five germiest places in your workplace:

- ❖ Telephones. 25,000 germs per square inch
- ❖ Elevator buttons. The "one" or first floor button harbors the most bacteria and germs.
- ❖ Water fountains. 2.7 million bacteria per square inch on the spigot
- ❖ Keyboards. More than 200 times as many bacteria as a toilet seat.
(Desks have 400x more than a toilet seat.)
- ❖ Bathrooms. One of the germiest places of all with fecal toxins on nearly every surface

Office environments require careful dusting and wiping, floor care, thorough restroom cleaning and trash removal. One-size-fits-all cleaning does not work. Some offices have lobbies and conference rooms that are frequently used by customers and visitors; areas that are rarely used, such as unoccupied office space; call centers with hundreds of cubicles and phones; glass that needs to be cleaned monthly; or special equipment that needs care.

On behalf of its Franchised Businesses, Coverall will customize a cleaning schedule based on your workspace, current business needs and budget. We will ask good questions to understand what is most important to you so that the cleaning consistently meets your expectations.

The Coverall® Program:

- ❖ Helps improve indoor air quality by removing 99.97% of bacteria, allergens and dust (to .3 microns)
- ❖ Prevents the spread of bacteria from one area to another
- ❖ Uses the most efficient tools and techniques available
- ❖ Is environmentally responsible and recognizably "green"
- ❖ Is delivered consistently and is priced competitively

Services are delivered by trained and certified Coverall Franchised Business Owners and their employees who get to know you, your cleaning needs and your facility.

For more information or to request a customized cleaning quote contact us today at 952.814.1010.

**CITY OF OSSEO, MINNESOTA
CLEANING SERVICES AGREEMENT**

This Cleaning Services Agreement (“Agreement”) is made this _____ day of _____, 2018, by and between _____. (the “Contractor”) and the City of Osseo, a Minnesota municipal corporation (the “City”).

RECITALS

WHEREAS, the City is in need of cleaning services for its Civic Campus building; and

WHEREAS, the Contractor has agreed to perform these cleaning services for the City; and

WHEREAS, the City has been authorized by the City Council to enter into an agreement for cleaning services with the Contractor; and

NOW, THEREFORE, the City and the Contractor agree as follows:

TERMS

1.0 SCOPE OF SERVICES.

1.01 The Contractor shall perform cleaning services for the City in the Civic Campus building, located at 415 Central Avenue, Osseo, Minnesota. The building includes administrative space, the council chamber, library, fire department meeting room, police department, and a community center. “Cleaning Services” shall include, but not be limited to, the schedule of services listed in Exhibit A, along with any additional items requested by the City.

1.02 Cleaning Services shall be performed in the Civic Campus building as outlined in the schedule of services listed in Exhibit A. The City and the Contractor may mutually agree to change the number of days and days of the week when the Cleaning Services are to be performed.

1.03 The Contractor shall provide the City with the names of the Contractor’s representatives that are issued keys/access cards. Contractor’s representatives must submit to background investigation and fingerprinting, and view a brief class in security training.

1.04 The Contractor shall ensure that all cleaning schedules contained herein are observed. For those areas where there is no time specified for services to be completed, Contractor shall ensure that fulfilment of the services in this Agreement do not interfere with the ordinary course of City business.

2.0. TERM. This Agreement shall commence on March 1, 2018. This Agreement shall terminate on March 1, 2019. The City may elect, in its sole discretion, to exercise an option to renew this Agreement for up to two additional one-year terms. Should the City choose to exercise its option, it

shall notify Contractor in writing at least 30 days before expiration of the current term. Either party may terminate this Agreement at any time and for any reason by providing 90 days written notice to the other party. The Agreement may be terminated on less than 90 days written notice by either party, with or without cause, by mutual agreement or substantial failure to perform in accordance with the terms set forth in the Contract. The Contractor shall immediately return all City keys/access cards upon termination of this Agreement.

3.0 COMPENSATION. The City shall pay the Contractor a flat monthly fee of \$_____, which includes the cleaning services in the Civic Campus building as outlined in Exhibit A. If the City elects to exercise the option to renew this Agreement, the flat monthly fee in year two shall be \$_____ and in year three shall be \$_____. 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 particular month. The City shall pay the Contractor no later than the last day of the month. A one percent late fee may be assessed by the Contractor for each invoice that is past due.

4.0 INDEPENDENT CONTRACTOR.

4.01 Both the Contractor and the City acknowledge and agree that the Contractor and its employees, contractors, agents and subcontractors are independent contractors and not employees of the City. Any employee, subcontractor or agent who may perform services for the Contractor in connection with this Agreement is also not an employee of the City. The Contractor is free to contract with other entities as provided herein. The Contractor shall be responsible for selecting the means and methods of performing the work. The City shall furnish any and all supplies, tools, equipment, materials and incidentals necessary for the Contractor's performance under this Agreement. The City and the Contractor agree that the Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's agents or employees are in any manner agents or employees of the City. The Contractor understands that the City will not provide any benefits of any type in connection with this Agreement including but not limited to health or medical insurance, workers' compensation insurance and unemployment insurance, nor will the City withhold any state or federal taxes, including income or payroll taxes, which may be payable by the Contractor, and the Contractor shall be exclusively responsible under this Agreement for the Contractor's own FICA payments, workers' compensation insurance, unemployment compensation insurance, withholding amounts, or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

4.02 All cleaning supplies including but not limited to paper cleaning products (such as paper towels, toilet paper, and hand towels), chemicals, trash bags, and hand soaps, shall be provided by the City.

4.03 The Contractor acknowledges that any general instruction it receives from the City has no effect on its status as an independent contractor.

5.0 INSURANCE. The Contractor must maintain insurance, in an amount of not less than \$1.5 million, to protect itself and the City from claims and liability for injury or damage to persons or property for all work performed by the Contractor and its respective employees or agents under this Agreement. The Contractor must name the City as an “additional insured” under its commercial general liability policy in limits acceptable to the City. Prior to performing any services under this Agreement, the Contractor must provide evidence to the City that acceptable insurance coverage is effective. The Contractor must notify the City of any changes to its insurance policies.

6.0 WORKERS’ COMPENSATION.

6.01 The Contractor must comply with the provisions of the Minnesota workers’ compensation statute as an independent contractor before commencing work under this Agreement.

6.02 The Contractor must provide its own workers’ compensation insurance and shall provide evidence to the City of such coverage before commencing work under this Agreement. The Contractor must notify the City of any changes to its workers’ compensation insurance policies.

7.0 INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City, its officials, employees, agents and contractors harmless from any liability, claims, damages, costs, judgments, or expenses, including defense, settlement, and reasonable attorneys’ fees, resulting directly or indirectly from an act or omission (including without limitation professional errors or omissions) of the Contractor, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of the Contractor fully to perform, in any respect, all obligations under this Agreement.

8.0 BACKGROUND CHECKS. The City, through its Police Department, shall perform background checks, in accordance with state law, on all of Contractor’s employees, agents or subcontractors who provide services to the City and who will provide cleaning services in the Civic Campus building. Contractor will pay for its personnel to provide fingerprints to the Police Department for purposes of background checks. Only those persons who have successfully passed a background check conducted by the Police Department shall be allowed into the Civic Campus buildings for the purpose of fulfilling the duties in this contract. All employees or agents of the Contractor who will provide cleaning services under this contract must also attend a security training class with the City.

9.0 CONFIDENTIALITY/DATA PRACTICES. This contract is governed by Minnesota Statutes Section 13.05, subdivisions 6 and 11, the provisions of which are incorporated by reference into this contract. The City agrees to give the Contractor access to data collected or maintained by the City as necessary to perform the Contractor’s obligations under this Agreement. The Contractor agrees to maintain all data created, collected, received, stored, used, maintained or disseminated by the Contractor consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Sections 13.02, et seq. (the “Act”). The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. The Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted

against the City as a result of the Contractor's failure to comply with the requirements of this paragraph; provided that the Contractor shall have no duty to defend or indemnify where the Contractor has acted in conformance with the City's written directions.

10.0 RECORDS ACCESS. The Contractor shall provide the City access to any books, documents, papers, and records which are directly pertinent to the Agreement, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this Agreement are closed.

11.0 APPLICABLE LAW. The execution, interpretation, and performance of this Agreement will, in all respects, be controlled and governed by the laws of Minnesota.

12.0 MATERIAL SAFETY. Contractor shall be responsible for complying with all state and federal laws related to the safe use of chemical agents. City shall provide any necessary Safety Data Sheets ("SDS") or any other materials required by law for use by Contractor.

13.0 ASSIGNMENT. The Contractor may not assign this Agreement or procure the services of another individual or company to provide services under this Agreement without first obtaining the express written consent of the City.

14.0 ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire Agreement between the parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both parties.

15.0 NO WAIVER BY CITY. By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.

16.0 DAMAGES. The Contractor shall report to the City Administrator any damaged facilities and/or broken items that need to be replaced immediately upon discovery. Failure to report these items may result in the Contractor being charged for repair or replacement. Any costs associated with repair or replacement of broken items or damaged facilities may be withheld from payment by the City. Upon withholding any portion of payment in accordance with this section, the City shall notify the Contractor within ten days of the reasons for and amount of the withholding.

[The remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

CITY OF OSSEO

By: _____
Duane Poppe
Its: Mayor

By: _____
LeAnn Larson
Its: City Clerk

City of Osseo
415 Central Avenue
Osseo, MN 55369

CONTRACTOR

By: _____
Its: _____

[insert Contractor name & address]



City of Osseo City Council Meeting Item

Agenda Item: Approve Downtown Banner Contest

Meeting Date: February 12, 2018
Prepared by: Nancy Abts, City Planner

Attachments: Call for Artists

Policy Consideration:

Consider approving a contest for downtown banners.

Previous Action or Discussion:

At their [February 5](#) meeting, the Parks and Recreation Committee recommended approving this contest.

Background:

The City currently has two designs for the Central Avenue Banners. Red and green banners are displayed in the winter, and orange and blue banners are used in the summer. There are approximately 70 banners in each design. These banners have been used for approximately 5 years and are beginning to show their age.

The Parks and Recreation Committee discussed the need for new banners and recommended holding a contest to solicit ideas for new designs.

The following schedule is proposed:

Feb. 12	City Council approves contest; materials distributed
March 22	Entries Due, 4 pm
April 3	Parks & Recreation Committee reviews entries; makes recommendation
April 9	City Council announces winners and awards contract for banner printing
Week of May 7	Summer banners up in time for Intermarque Vintage Foreign Car Show
Fall 2018	Winter banners up

The contest will be promoted through the city's website and social media channels. A notice can also be sent to The Press and area high school art departments.

Budget or Other Considerations:

Contest winners will be compensated by seeing their banners displayed in Osseo. No other prizes are proposed.

City Goals Met By This Action:

Increase communication with citizens and encourage citizen engagement

Options:

The City Council may choose to:

1. Approve the Banner Contest;
2. Approve the Banner Contest with noted changes/as amended;
3. Deny the Banner Contest;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the Banner Contest.

Call for Artists

Downtown Banners in the City of Osseo, MN



DEADLINE FOR APPLICATIONS: THURSDAY, MARCH 22, 2018 AT 4 P.M.

1. Project Background

The City of Osseo is seeking banner artwork to apply to City-owned light poles as a public art and beautification project.

2. Banner Information

- This project's focus is creating banner art for downtown light pole banners in the City of Osseo.
- The finished banners are 17.5 x 37.5 inches and hang vertically.
- The banners are changed seasonally. The "Summer" banners are displayed from late spring to fall, and the "Winter" banners are displayed from fall until spring.
- Selected artwork will be professionally printed digitally on a high-quality vinyl. This vinyl product comprises the banners.
- The designs should accommodate variability in the banner manufacturing process and may require modifications.
- The City will contract with a vendor to print the banners at the City's expense. City staff will install the banners.

3. Images Submitted for Consideration

- Submitted artworks may include:
 - Digital versions of existing artwork
 - Artworks that are created digitally (e.g. photographs)
 - Digital images of three-dimensional artworks (sculptures, furniture, etc.) that can be converted to two-dimensional
- We are seeking designs that the public will perceive in a positive manner.
- We encourage artists to consider images that play with Osseo's unique, historic downtown context.
- Images may include original text and poetry, or the artist may obtain the rights to use text or poetry from another source.
- No advertising, branding, or commercial images allowed.
- Works containing controversial images that are offensive in nature will not be accepted.

4. Responsibilities of Selected Artist(s)

- Submitted artworks may include:
- Artists may submit up to four (4) designs. JPG or PDF formats are preferred for submissions.
- Once selected, the artist must submit the final, high-quality image to the City.
- Selected artists are responsible for all costs related to providing the image in a quality format (see below) that can be resized and manipulated by the selected vendor for individual boxes. These artists' costs may include, but are not limited to, photography, scanning, and graphic design expenses.
 - Image format(s) for selected entries:
 - Photoshop and Illustrator CS5 or below preferred; high-quality PDF are also acceptable
 - All raster files (either print files or linked files) must be 100-120 pixels per inch at 100%
 - Fonts must be converted to outlines. If fonts are not converted to outlines, please provide Macintosh or TrueType fonts.
 - All files are printed as CMYK; please create files in CMYK, not RGB

- Artists will be involved with City staff and vendors in the approval of a semi-final layout of their image on banner.
- If images of real living people are included, the artist must obtain a release from these people for the images to be used in this way. The artist must also obtain all releases necessary for text or poetry.
- Selected artists shall sign the cover sheet for this scope of services that includes the Intellectual Property terms outlined in Section 10.

5. Schedule

- February 13, 2018 –Call for Artists Released
- March 22, 2018 4:00 p.m. – Submission Due Date
- April 3, 2018 – Parks and Recreation Committee meeting to review submissions
- April 10, 2018 onward – Work with selected artist(s) on final design for fabrication
- May 2018 – Summer Banners installed
- Late fall 2018—Winter Banners installed

6. Proposal Due Date and Location

Proposals must be received no later than Thursday, March 22, 2018 at 4 P.M. Submission materials must be labeled Banner Proposal and delivered, in person or by e-mail, to:

Karen Broden, Administrative Assistant
City of Osseo
415 Central Avenue
Osseo, MN 55369

E-mail: kbroden@ci.osseo.mn.us

All questions regarding this RFP must be submitted **in writing** to the above address/e-mail.

7. Proposal Format and Submission Materials

Send one (1) copy of written materials or electronic PDF files that include, in this order:

- A. Cover Sheet
 - Completed copy of the attached cover sheet, signed by the artist.
- B. Digital Image Submissions
 - Up to four (4) designs per artist.
 - Image guidelines: Each image must be a separate file, labeled with the applicant(s) name and a number. Do not include explanatory text in the image file. Printed photographs, brochures, slides, or web sites should not be submitted and will not be reviewed by the selection panel.
 - Submitted image size: Images should be in a rectangular format, with a ratio of 1 wide to 2.14 tall. If your image is not rectangular, please mask your image to bring it to the appropriate size. JPG or PDF files are preferred.
- C. Signed Permission Statements and Release Forms
 - If works contain a text, a signed statement stating that: 1) You, the artist, own the copyright, or 2) the text is in the public domain, or 3) that you have contacted the copyright holder and they have given you a written agreement that you have permission to use the text; the written agreement must be provided along with the submission.
 - Signed release forms and contact information must be included if works contain models, specific persons, or portraits of individuals.

8. Selection Process and Criteria

The City of Osseo Parks and Recreation Committee will review all proposals received by the deadline, and make a recommendation to the City Council regarding final selection. The Committee and Council reserve the right to reject any and all submissions.

The following criteria will be used for evaluating and selecting designs:

- Stimulate excellence in urban design and public arts:
 - Is the image engaging and high quality in concept?
 - Is the image interesting and unique?
 - Does the image work within or play with the city's unique, historic context?
- Enhance community identity and place:
 - Is the image meaningful to the city and its residents?
 - Is the image consistent with the existing Downtown Osseo context?
- Contribute to community vitality
 - Does the image draw in the viewer and provoke positive community ideals?
 - Does the image celebrate the city?
- Involve a broad range of people/communities:
 - Will a broad range of people connect with the image?

9. General Information and Design Suggestions

- Artists are encouraged to submit designs for both "Summer" and "Winter" banners. The City reserves the right to select individual banner designs and does not guarantee multiple designs will be selected from one applicant.
- The City of Osseo logo may be used in banner designs.
 - Fonts used in the city's logo and other City signage include *LHF Hensler 2* and *ITC Giovanni Std Book*. These fonts, or similar fonts, may be incorporated in designs; however, this is not a requirement. The City reserves the right to substitute fonts or logo in final designs.
 - Digital copies of the Osseo logo may be downloaded from <https://drive.google.com/drive/folders/1OpTDRNLhPms-NnLGzAAj3VEW2xXznHys?usp=sharing>

10. Terms and Conditions

The City of Osseo shall possess and own the final Public Artwork design to be provided by the Artist. The Artist retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Artist shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Artist grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork without the written permission of the City of Osseo.

The Artist grants to the City of Osseo and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-commercial publications.

The Public Artwork wrap and designs developed under this contract shall be the exclusive property of the City of Osseo and will be surrendered to Artist upon the completion of the Public Artwork, or upon the cancellation, termination, or expiration of this contract.

If the Public Artwork prepared under this contract is work or service provided by the Artist using a proprietary system for which the Artist has proprietary rights, then the City of Osseo will not own or claim the Public Artwork as the City of Osseo's exclusive property. The Artist represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

2018 CALL FOR ARTISTS – DOWNTOWN LIGHT POLE BANNERS

CITY OF OSSEO, MN

DEADLINE FOR APPLICATIONS: THURSDAY, MARCH 22, 2018 AT 4 P.M.

COVER SHEET

Name: _____

Address: _____

City/State/Zip: _____

Phone (day): _____

Phone (evening): _____

E-mail Address: _____

Website: _____

APPLICATION CHECKLIST

Enclosed/attached are the following submission materials (see Section 7 for details):

_____ A. Cover Sheet

_____ B. Digital Images (up to 4)

_____ C. Signed Permission Statements and Release Forms (if applicable)

Waiver

I understand that the materials we submit are public information under the Minnesota Government Data Practices Act and may be shared by the City of Osseo with members of the public or the media for information purposes or as otherwise required by the Data Practices Act. Accordingly, I/we hereby grant a non-exclusive license to the City of Osseo to make and distribute a limited number of copies of the submitted materials for the purposes of information and/or evaluation of the artwork related to this RFP and the related Public Arts Projects, or as required by the Data Practices Act.

Signature of Artist

Date

Signature of Artist's Parent/Guardian, if Artist is under 18

Date



City of Osseo City Council Meeting Item

Agenda Item: Approve Youth Sports Recreation Classes

Meeting Date: February 12, 2018
Prepared by: Nancy Abts, City Planner

Attachments: Extension of Agreement for Services
 2017 Agreement for Services

Policy Consideration:

The City Council should consider a proposal for 2018 youth sports recreation classes for 2018.

Previous Action or Discussion:

The Parks and Recreation Committee discussed 2018 youth sports programs at their February 5 meeting. The Parks and Recreation Committee plans to continue discussing possible Day Camp programs. (Day Camps would be scheduled later in the summer.) The Committee recommended approving the sports classes so that they can be promoted this spring.

Background:

In 2017, the City of Osseo contracted with Revolutionary Sports to provide youth sports programs. The programs were well received, and the provider was easy to work with. Staff recommend continuing to work with this provider for 2018.

The Parks and Recreation Committee agreed with recommendations from Revolutionary Sports. The group suggested to consolidating programming to one night a week, offering additional sports, and adding a fall session. The expanded programming includes some of RevSports' most popular programs: soccer, baseball/t-ball, flag football, lacrosse, and a Ninja Warrior obstacle course program.

For most sports, a change of venue from Sipe Park to the fields at the Osseo Education Center (former Elementary School) is proposed. With the new picnic shelter, there is limited space at Sipe Park. RevSports appreciates the opportunity to have a dedicated space with no user conflicts. Especially if two programs are offered at the same time, it is helpful to be able to spread out. According to the school district, no other groups reserve the fields there and there is no charge for using the facilities. The City has a general agreement in place with ISD 279 to allow the outdoor rinks and warming house to operate on school property. These programs would be offered in a similar vein.

Otherwise, most of the details of the program will remain similar to last year. Enrollment minimums and prices are unchanged. RevSports will provide coaches, and the City will manage registration and enrollment processes.

Programs are offered for ages 2-12. Parents participate alongside younger children. Each session will last 6 weeks. RevSports recommends sticking to one night a week for programming, so Mondays are proposed.

Budget or Other Considerations:

The Parks and Recreation Committee recommends continuing to offer a 30% registration subsidy for Osseo residents, up to a total amount of \$6,500. Approximately \$1,000 was used for this purpose in 2017; \$8,000 was budgeted for Youth Recreation programming in 2018.

City Goals Met By This Action:

Promote a healthy and high quality standard of living

Adapt to changing demographics of the community

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

Options:

The City Council may choose to:

1. Approve the Extension of Agreement for Services;
2. Approve the Extension of Agreement for Services with noted changes/as amended;
3. Deny the Extension of Agreement for Services;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the Extension of Agreement for Services.

Next Step:

If approved, staff will begin promoting the sports classes. They can be included in the Spring newsletter, which will be delivered in early March.

EXTENSION OF AGREEMENT FOR SERVICES

For good value, this Extension of Agreement for Services is made by and between the City of Osseo, a Minnesota municipal corporation (“City”) and Revolutionary Sports, LLC (“Provider”).

WHEREAS, a certain Agreement between the parties was effective April 25, 2017 through December 31, 2017, and the parties want to extend and continue said Agreement; it is agreed that said Agreement is extended for an additional term commencing upon the expiration of the original term and shall now expire on December 31, 2018.

This extension shall be on all other terms and conditions as stated in the original Agreement, except that APPENDIX A is modified as attached.

This extension Agreement shall be binding upon the parties, their successors, and personal representatives.

IN WITNESS WHEREOF, City and the Provider have executed this Extension of Agreement for Services, effective as of this 12th day of February, 2018.

CITY OF OSSEO

Dated: _____

By: _____
Its: Mayor

Dated: _____

By : _____
Its: City Clerk

PROVIDER

Dated: _____

EXTENSION OF AGREEMENT FOR SERVICES

For good value, this Extension of Agreement for Services is made by and between the City of Osseo, a Minnesota municipal corporation ("City") and Revolutionary Sports, LLC ("Provider").

WHEREAS, a certain Agreement between the parties was effective April 25, 2017 through December 31, 2017, and the parties want to extend and continue said Agreement; it is agreed that said Agreement is extended for an additional term commencing upon the expiration of the original term and shall now expire on December 31, 2018.

This extension shall be on all other terms and conditions as stated in the original Agreement, except that APPENDIX A is modified as attached.

This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives.

IN WITNESS WHEREOF, City and the Provider have executed this Extension of Agreement for Services, effective as of this 12th day of February, 2018.

CITY OF OSSEO

Dated: _____

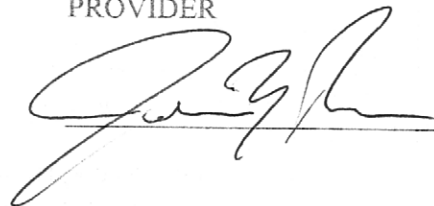
By: _____
Its: Mayor

Dated: _____

By: _____
Its: City Clerk

PROVIDER

Dated: 2/8/18

 _____

APPENDIX A-2: CLASSES

The City retains the right to cancel any Services without cost fourteen (14) days prior to the first date of the Services.

Season	Dates	Time	Option 1	Option 2	Option 3	Option 4
Summer #1: Mondays	June 4, 11, 18, 25; July 9, 16 *No class July 2		Soccer	Baseball	Lacrosse	Ninja Warrior Obstacle Course
		5:30-6:00 pm	TotStars (ages 2-3, parent-child)	TotStars T-Ball (ages 2-3, parent-child)	PreStars (ages 3-5, parent-child)	--
		6:00-6:45 pm	PreStars (ages 3-5, parent-child)	KinderStars T-Ball (ages 3-5, parent-child)	MiniStars (ages 5-8)	PreStars (ages 3-5, parent-child)
		6:45-7:30 pm	MiniStars (ages 5-8)	KinderStars Coach Pitch (ages 4-6)	SkillStars (ages 8-12)	MiniStars (ages 5-8)
Summer #2: Mondays	July 23, 30; August 6, 13, 20, 27		Soccer	Baseball	Flag Football	Ninja Warrior Obstacle Course
		5:30-6:00 pm	TotStars (ages 2-3, parent-child)	TotStars T-Ball (ages 2-3, parent-child)	PreStars (ages 3-5, parent-child)	--
		6:00-6:45 pm	PreStars (ages 3-5, parent-child)	KinderStars T-Ball (ages 3-5, parent-child)	MiniStars (ages 5-8)	PreStars (ages 3-5, parent-child)
		6:45-7:30 pm	MiniStars (ages 5-8)	KinderStars Coach Pitch (ages 4-6)	SkillStars (ages 8-12)	MiniStars (ages 5-8)
Fall: Mondays	September 10, 17, 24; October 1, 8, 15		Soccer	Basketball	Flag Football	Ninja Warrior Obstacle Course
		5:30-6:00 pm	TotStars (ages 2-3, parent-child)	TotStars (ages 2-3, parent-child)	PreStars (ages 3-5, parent-child)	--
		6:00-6:45 pm	PreStars (ages 3-5, parent-child)	KinderStars (ages 4-6, parent involved)	MiniStars (ages 5-8)	PreStars (ages 3-5, parent-child)
		6:45-7:30 pm	MiniStars (ages 5-8)	MightyStars (ages 6-9)	SkillStars (ages 8-12)	MiniStars (ages 5-8)

original
Sports
2017

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement for Services") is made, effective as of this 25th day of April, 2017, by and between the City of Osseo, a Minnesota municipal corporation ("City") and Revolutionary Sports, LLC ("Provider").

WITNESSETH:

WHEREAS, the City wishes to permit the Provider to provide recreational programs to the City's youth in connection with the parks and recreation activities of the City; and

WHEREAS, the Provider has expressed its willingness to provide such services;

NOW, THEREFORE, the parties agree as set forth below:

A. Services. The Provider shall provide recreational programs in the form of a series of youth sports activities on dates and times described in APPENDIX A ("Services"), except that the City may remove Services from APPENDIX A at no cost prior to fourteen (14) days before the start of the individual Service. The Provider may choose the precise format of the Services offered, but content and format should substantially match the details provided in APPENDIX A. Any content presented through the Services shall not contain any of the following: political references, sexually explicit material, or profanity. The Provider shall provide the City with a written report and evaluation of the summer program within one month of the final date of Services. The report may contain recommendations for improving future events.

B. City Responsibilities. In support of the Services, the City shall process registrations and receive registration fees for participants benefiting from the Services. The City shall issue reimbursements for cancellation due to low enrollment for registrations the City has received. The City will furnish the Provider with a list of registered participants at least fourteen days prior to the activity start date.

C. Facility and Equipment. The City grants the Provider a license to use Sipe Park and the fields and courts it contains for the Services. For any Services offered requiring an alternate location, the City will also make available a rain location for the Services for use in the event of inclement weather. The Provider shall be responsible for providing all other supplies, additional Providers and personnel, and any other equipment that is necessary for the Services. The City shall not be obligated to provide any other additional Providers, equipment, supplies, or other facilities for the Provider.

D. Compensation. In consideration for the Services, the City shall pay the Provider an agreed-upon per-participant, per-class, or per-camp amount as specified in APPENDIX B. The Provider shall invoice the City for costs incurred. The City shall pay the Provider promptly following City Council approval of the received invoice.

E. Promotion. The City shall be entitled to advertise and promote the Services. Provider

acknowledges that the City will rely on the terms hereof in all such promotions and advertising setting for the names, dates, and times of the Services. Provider agrees that the City may use their name, photograph(s), likeness, and other promotional materials in such promotions, advertising, or other activities used to increase participation in the Services.

F. Background Checks. Provider affirms that Provider and all personnel are eligible to work with children. Before starting services under this Agreement, Provider must provide proof to the City that all of its personnel (both paid and unpaid) that works directly with children under the age of 18 have undergone background checks as required by state law. Such proof must be acceptable to the City's Police Chief before Provider may start any services under this Agreement.

G. Independent Contractor Status. All services provided by the Provider and any of its personnel pursuant to this Agreement shall be provided by the Provider and its personnel as independent contractors and not as employees of the City for any purpose, including but not limited to:

1. Income tax withholding;
2. Workers' compensation;
3. Unemployment compensation;
4. FICA taxes;
5. Liability for torts; and
6. Eligibility for employee benefits.

H. Insurance. Provider and any subcontractors of Provider shall provide a Certificate of Insurance showing proof of the following insurance to the City:

1. Commercial General Liability insurance with limits of at least \$1,500,000 per occurrence. Such policy must be endorsed to add the City as an additional insured and must be in force and effect throughout the term of this Agreement.
2. Worker's compensation insurance at statutory requirements.

Provider's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Provider's service under this Agreement.

Provider's policies must contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

The City reserves the right to immediately terminate this Agreement if the Provider is not in compliance with the insurance requirements.

I. Hold Harmless; Indemnification. The Provider and its personnel shall defend, indemnify, and hold harmless the City, its elected officials, employees, agents, and contractors, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation resulting directly or indirectly on account of the Services, including the use of the Sipe Park and any other facilities or equipment that is provided by the City. Nothing in this paragraph shall be deemed to be a waiver by the City of any limitations on or immunities from liability set forth in Minnesota Statutes, Chapter 466, or otherwise.

J. Term. This Agreement shall be effective on April 11, 2017 and shall terminate on December 31, 2017. This Agreement may be renegotiated or otherwise amended at any time by mutual written agreement of the parties. Either party may terminate this Agreement with or without cause upon thirty (30) days' written notice to the other party, except that if Provider fails to fulfill its obligations under this Agreement in a professional and timely manner or otherwise violates the terms of this Agreement in the sole discretion of the City, the City shall have the right to immediately terminate this Agreement.

K. Force majeure - Excuse of Obligations. City and Provider shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other legitimate condition or occurrence beyond their respective control.

L. Data Practices Act Compliance. Provider acknowledges that the City is subject to the Minnesota Government Data Practices Act, (Minn. Stat. Chapter 13, "the Act") and that the data and information provided under this Agreement shall be maintained and administered in accordance with the Act. Provider agrees to comply with the Act and all other applicable state and federal laws relating to data privacy or confidentiality. Provider will immediately report to the City any requests from third parties for information relating to this Agreement or to the services being provided. Provider agrees to hold the City, its officers, elected officials and employees harmless from any claims resulting from Provider's unlawful disclosure or use of data protected by law.

M. Entire Agreement. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between City and the Provider, and supersedes and revokes any other prior written or oral agreements between City and the Performer. This Agreement can only be modified in writing signed by City and the Provider.

N. Execution in Counterparts. This Agreement may be executed in counterparts by the parties.

O. No Third Party Rights. Nothing in this Agreement shall be construed to create any right in any person or entity not a party hereto.

P. Assignment. The rights and obligations of the Provider pursuant to this Agreement are not to be assigned absent the written consent of the City.

Q. No Joint Venture or Partnership Created. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto.

R. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

S. Authority. The undersigned individuals warrant and represent that they are authorized to execute this Agreement and, if applicable, that all necessary corporate actions have been taken to authorize execution of this Agreement.

IN WITNESS WHEREOF, City and the Provider have executed this Agreement the day and year first above written.

CITY OF OSSEO

Dated: 4-27-17

By:

Its: Mayor

Dated: 4-28-17

By :

Its: City Clerk

PROVIDER

Dated: _____

Q. No Joint Venture or Partnership Created. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto.

R. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

S. Authority. The undersigned individuals warrant and represent that they are authorized to execute this Agreement and, if applicable, that all necessary corporate actions have been taken to authorize execution of this Agreement.

IN WITNESS WHEREOF, City and the Provider have executed this Agreement the day and year first above written.

CITY OF OSSEO

Dated: _____

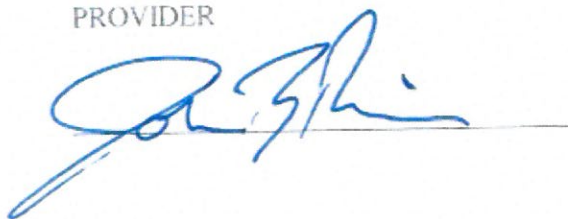
By: _____
Its: Mayor

Dated: _____

By : _____
Its: City Clerk

PROVIDER

Dated: 9/26/17



APPENDIX A: CLASS & CAMP SESSIONS

The City retains the right to cancel any Services without cost fourteen (14) days prior to the first date of the Services.

Mondays			
	Time	Sport 1	Sport 2
Season 1: June 5, 12, 19, 26, July 3, 10	5:30-6:00 pm	Soccer TotStars (ages 2-3, parent child)	Tennis KinderStars (ages 4-6, parent child)
	6:00-6:45 pm	Soccer KinderStars (ages 4-6, parent involved)	Tennis MightyStars (ages 6-9)
	6:45-7:30 pm	Soccer MightyStars (ages 6-9)	Tennis SkillStars (ages 8-12)
Season 2: July 17, 24, 31, August 7, 14, 21	5:30-6:00 pm	Soccer TotStars (ages 2-3, parent child)	Flag Football KinderStars (ages 4-6, parent child)
	6:00-6:45 pm	Soccer KinderStars (ages 4-6, parent involved)	Flag Football MightyStars (ages 6-9)
	6:45-7:30 pm	Soccer MightyStars (ages 6-9)	Flag Football SkillStars (ages 8-12)
Wednesdays			
	Time	Sport 1	Sport 2
Season 1: June 7, 14, 21, 28, July 5, 12	5:30-6:00 pm	Baseball TotStars T-ball (ages 2-3, parent child)	---
	6:00-6:45 pm	Baseball PreStars T-ball (ages 3-5, parent child)	Soccer PreStars (ages 3-5, parent child)
	6:45-7:30 pm	Baseball KinderStars Coach Pitch (ages 4-6, parent involved)	Soccer MiniStars (ages 5-8)
Season 2: July 19, 26, August 2, 9, 16, 23	5:30-6:00 pm	Baseball TotStars (ages 2-3, parent child)	---
	6:00-6:45 pm	Baseball PreStars (ages 3-5, parent child)	Soccer PreStars (ages 3-5, parent child)
	6:45-7:30 pm	Baseball KinderStars (ages 4-6, parent involved)	Soccer MiniStars (ages 5-8)
Day Camps			
	Time		
Camp 1: June 12, 13, 14, 15	1 hr early	Early Drop Off	
	9:00 – 11:30 am	Morning Session	
	12:30 – 3:30 pm	Afternoon Session	
	1 hr late	Late Pick Up	
Camp 2: July 3, 5, 6, 7	1 hr early	Early Drop Off	
	9:00 – 11:30 am	Morning Session	
Camp 3: Aug. 21, 22, 23, 24	1 hr early	Early Drop Off	
	9:00 – 11:30 am	Morning Session	
	12:30 – 3:30 pm	Afternoon Session	
	1 hr late	Late Pick Up	

APPENDIX B: FEE SCHEDULE FOR REIMBURSEMENT

	Minimum Enrollment	Bill amount for event @ Minimum Enrollment	Bill amount for each additional kid	Maximum Enrollment
Evening Class	6 / age group; 2 age groups	\$600 @ 2 age groups \$720 @ 3 age groups	\$ 40.00	12 / coach12 s
Full Day Camp (programming only)	8	\$300 / day	\$44 / 1 day \$156 / 5 days	10 students – 1 staff after 12 students
Half Day Camp (programming only)	8	\$150 / day	\$20 / 1 day \$76 / 5 days	
Early/Late pickup for Camp (per hour)		\$25		



City of Osseo City Council Meeting Item

Agenda Item: Approve Resolutions of Support for Grant Applications

Meeting Date: February 12, 2018

Prepared by: Nancy Smebak Abts, City Planner

Attachments: Resolutions

Policy Consideration:

Consider approving two resolutions of support for applications to the 2018 Hennepin County Transit-Oriented Development (TOD) Program and Suburban Hennepin County Community Development Block Grant (CDBG) Program.

Background:

Hennepin County offers grants to cities for a wide range of activities. The TOD program supports development that promotes a mixture of housing, retail, services, jobs and open space within walking distance of transit. Projects located within ¼ mile an express bus route are eligible for TOD funding. Because Osseo is served by an express bus line, TOD funding can be used for property acquisition.

The CDBG fund is a subgrant of federal funds intended to be used in a conjunction with Hennepin County's missions, with a specific focus on efforts to serve low- to moderate-income populations. CDBG funds can be used to acquire property to be used for future housing development. Osseo has access to CDBG funds through a "consolidated pool" of smaller suburban Hennepin County cities that do not receive a direct federal allocation of CDBG monies.

Staff have requested funding to assist the Osseo EDA with purchasing properties for redevelopment as part of the "North Central" redevelopment area. The attached resolutions indicate the City's support for these applications.

Previous Action or Discussion:

No previous discussion for this grant period.

City Goals Met By This Action:

Foster and promote economic development in the City
Increase inter-governmental cooperation and the sharing of City services
Plan and provide for safe and quality housing options

Options:

The City Council may choose to:

1. Approve the attached resolutions supporting applications for the 2018 Hennepin County TOD and Suburban Hennepin County CDBG Programs;
2. Decline to approve the attached resolution approving the application for the 2018 Urban Hennepin County Community Development Block Grant (CDBG) Program.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the attached resolutions supporting applications for the 2018 Hennepin County TOD and Suburban Hennepin County CDBG Programs

Next Step:

Funding decisions will by the County Board are expected sometime in May or June of 2018.

Resolution No. 2018-xx

**SUPPORTING GRANT SUBMITTAL TO HENNEPIN COUNTY FOR TOD GRANT FOR
PROPERTY ACQUISITION FOR THE “NORTH CENTRAL” REDEVELOPMENT
PROJECT**

BE IT RESOLVED that the City Council of the City of Osseo, Hennepin County, Minnesota, supports the “North Central” Redevelopment Project, entailing future residential redevelopment, for which a Transit Oriented Development (TOD) application is being submitted to Hennepin County on or before February 8, 2018, by Osseo City Planner Nancy Abts.

Adopted by the Osseo City Council this 12th day of February, 2018.

The motion for the adoption of the foregoing resolution was made by Council member ____, seconded by Council member ____, and upon vote being duly taken thereon, the following voted in favor thereof: Council members ____.

and the following voted against the same: ____,

and the following was absent: ____,

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.
CITY OF OSSEO)

We, the undersigned, being the duly qualified Mayor and Clerk of the City of Osseo, Hennepin County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution No. 2018-xx is a true and correct copy of the Resolution as adopted by the City Council the 12th day of February, 2018.

Duane E. Poppe, Mayor

LeAnn Larson, City Clerk

Resolution No. 2018-xx

**RESOLUTION APPROVING PROPOSED APPLICATION FOR 2018 URBAN HENNEPIN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS AND
AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH
URBAN HENNEPIN COUNTY AND ANY THIRD PARTY AGREEMENTS**

WHEREAS, the city of Osseo, through execution of a Joint Cooperation Agreement with Hennepin County, is cooperating in the Urban Hennepin County Community Development Block Grant Program; and

WHEREAS, the city of Osseo has developed a proposal for the use of 2018 Urban Hennepin County Community Development Block Grant funds;

BE IT RESOLVED, that the City Council of the City of Osseo, Hennepin County, Minnesota approves the following project(s) for funding from the 2018 Urban Hennepin County Community Development Block Grant Program and authorizes submittal of the proposal to Hennepin County.

<u>Activity</u>	<u>Budget</u>
<i>Property Acquisition for "North Central" Project</i>	<i>\$100,000</i>

BE IT FURTHER RESOLVED, that the City Council hereby authorizes and directs the Mayor and its' City Clerk to execute the Subrecipient Agreement and any required Third Party Agreement on behalf of the City to implement the 2018 Community Development Block Grant Program.

BE IT FURTHER RESOLVED, that should the actual amount of FY2018 CDBG available to the city be different from the preliminary amount provided to the city, the City Council hereby authorizes the city manager/administrator to adjust activity budget(s) to reflect the actual amount of funding available.

Adopted by the Osseo City Council this 12th day of February, 2018.

The motion for the adoption of the foregoing resolution was made by Council member ____, seconded by Council member ____, and upon vote being duly taken thereon, the following voted in favor thereof: Council members ____.

and the following voted against the same: ____,

and the following was absent: ____,

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.
CITY OF OSSEO)

We, the undersigned, being the duly qualified Mayor and Clerk of the City of Osseo, Hennepin County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing $\neg\neg$ Resolution No. 2018-xx is a true and correct copy of the Resolution as adopted by the City Council the 12th day of February, 2018.

Duane E. Poppe, Mayor

LeAnn Larson, City Clerk



City of Osseo City Council Meeting Item

Agenda Item: Approve Job Description for Public Works Director and Posting of Position

Meeting Date: February 12, 2018

Prepared by: Riley Grams, City Administrator

Attachments: Updated Public Works Director Position Description
Public Works Director Position Posting

Policy Consideration:

Consider approving changes to the Public Works Director position description and re-posting for the open position.

Background:

The City recently posted for the upcoming opening for the Public Works Director position. Of the twelve applications received, seven did not meet the minimum educational requirement (an Associates or Technical degree). Because this narrowed the available candidates greatly, Staff would like to change the minimum requirements for the position and re-post the position opening to allow additional qualified applicants the opportunity to apply.

Under the Education and Experience section, the Public Works Director position description would read:

“Associates/Technical degree in a public works related field or five plus years experience in public works maintenance and repair (including supervisory experience).”

This would allow those applicants who may not have an Associates or Technical degree, but have years of experience working in this field, the necessary qualifications to be considered for the Director position.

Because we would be changing the minimum requirements for the position, the City will need to re-post the position to allow any and all qualified applicants the opportunity to apply. If approved, the position posting would go live on Tuesday, February 13, with the application window ending at 11:00 AM on Friday, February 23. City Staff would then re-score all applications, and invite the top candidates to the first round interview on March 1. From there, the top few candidates would be invited to the second round of interviews on March 5. The Council HR Committee would be a part of the second round of interviews. From there, the selected candidate would go to the Council meeting on March 12 for approval, with the candidate then beginning employment in late March or early April.

Previous Action or Discussion:

The Council initially approved the Public Works Director position description on November 13, 2017, and approved the posting of the Public Works Director position on January 8, 2018.

Options:

The City Council may choose to:

1. Approve the updated Public Works Director position description and authorize Staff to re-post the position opening;
2. Approve the updated Public Works Director position description, with noted changes/as amended, and authorize Staff to re-post the position opening;
3. Deny updating the position description and deny re-posting the position;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the updated Public Works Director position description and authorize Staff to re-post the position opening.

Next Step:

If approved, Staff will update the Public Works Director position description and post the position opening on Tuesday, February 13.



City of Osseo

415 Central Avenue

Osseo, MN 55369-1195

P 763.425.2624 F 763.425.1111

Public Works Director

Position Title:	Public Works Director
Department:	Public Works
Supervisor's Title:	City Administrator
Pay Grade:	13
FLSA Status:	Exempt
Work Status:	Full Time

General Definition of Work:

Performs difficult advanced technical work planning and supervising street maintenance, storm drainage maintenance, solid waste facilities, and equipment maintenance operations, coordinating work with other departments, maintaining records and files, preparing reports, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the City Administrator. Position manages a department, including Maintenance Workers and Seasonal Maintenance Workers.

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:

- Provides supervision, planning, direction, and administration of the Public Works personnel, materials, and equipment.
- Provides seasonal planning and direction of daily operations in transportation, utilities, land and buildings, and vehicle maintenance.
- Reviews engineering and design of public projects and provides inspections to assure projects are constructed and installed according to specifications and City standards.
- Develops operational and major expenditure budgets for Public Works, and maintains fiscal control to stay within adopted budget figures.
- Evaluates the needs for new facilities and equipment, and emphasizes use of cost effective ideas to improve the productivity and performance of the various departments.
- Responds to service requests and complaints of citizens, contractors, developers, and City Officials, and provides them with information and advice.
- Provides and performs services as necessary in emergency situations.
- Maintains an efficient water and waste water system in conformance with state regulations; generates related reports for internal use and external reporting compliance.

- Oversees maintenance and repair of all public roads and streets, as well as municipal buildings; assists in repair work as needed.
 - Coordinates maintenance of all municipal grounds including mowing, grass trimming, tree trimming, snow removal from streets and public spaces, and sidewalk repairs.
 - Assists the City Administrator in annual planning for capital improvements, and anticipates operating expenses including equipment, materials, and supplies for the coming year.
 - Collects and records data and information on the operation and maintenance activities, programs, and equipment, including water and sewer systems maps and water analysis data.
 - In consultation with the City Administrator and City Accountant, facilitates collections for delinquent accounts prior to disconnection.
 - Maintains an inventory of parts, materials, and equipment; makes purchases in accordance with City procedure.
 - Maintains preventative maintenance schedule for department vehicles and equipment; performs minor repairs as needed.
 - Performs tree and weed inspection throughout the City; informs the City Administrator and Police Department of violations of associated city, county and state laws and ordinances.
 - Plans and coordinates maintenance activities and equipment usage with other departments.
 - Develops and maintains the Public Works Department safety program including coordination of monthly safety meetings.
 - Attends Council and other meetings as needed.
-

Knowledge, Skills and Abilities:

Thorough knowledge of the practices of municipal street, drain-way, solid waste facilities, equipment, parks and grounds maintenance, and related activities and services; thorough knowledge of the equipment and tools needed for an efficient and effective street, drainage, solid waste facilities, equipment, and parks and grounds maintenance programs; thorough knowledge of occupational hazards and necessary safety precautions; general knowledge of standard office software and equipment; ability to review and analyze plans and specifications for the construction of public facilities; ability to formulate safe operational policies and procedures; ability to maintain records and prepare technical reports; ability to supervise the work of subordinates; ability to establish and maintain effective working relationships with associates, contractors, and the general public.

Education and Experience:

Associates/Technical degree in a public works related field or five plus years experience in public works maintenance and repair (including supervisory experience).

Special Requirements:

Class D Water License

Class D Waste Water License

Class B CDL license with air brake endorsement (required at time of hire)

Microsoft Office suite: Word, Excel, Outlook, PowerPoint; desktop publishing

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 up to 100 pounds of force; work regularly requires lifting, frequently requires standing, walking, speaking or hearing, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires sitting, 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 small defects and/or small parts, use of measuring devices, assembly or fabrication of parts within arms' length, operating machines, operating motor vehicles or equipment, and observing general surroundings and activities.

Environmental Conditions:

This work regularly requires exposure to outdoor weather conditions, frequently requires working near moving mechanical parts, exposure to vibration and exposure to blood-borne pathogens which may require specialized personal protective equipment, and occasionally requires exposure to wet, humid conditions (non-weather), working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, and exposure to the risk of electrical shock; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

Last Updated: February 2018



City of Osseo

415 Central Avenue
Osseo, MN 55369-1195
P 763.425.2624 F 763.425.1111

JOB ADVERTISEMENT

Public Works Director Position Posting

City of Osseo, MN (pop 2500), is seeking an outstanding candidate for a full time Public Works Director. This position reports to the City Administrator. The position provides supervision, planning, direction, and administration of the Public Works Department including all personnel, materials, and equipment. The position provides planning and direction for the Department as well as the day-to-day operations. The Director operates as a working position who will perform operational duties in the field as well as various administrative functions within an office setting. The Department has a total of three full time employees (including the Director) and several seasonal part time employees. The ideal candidate will have considerable experience in municipal public works areas including streets, snow removal, water, sewer, storm sewer, parks, and maintenance of public buildings. Candidate must be licensed to operate all municipal equipment and in water and sewer maintenance. Minimum requirements include an Associates/Technical degree in a public works related field or five plus years experience in public works maintenance and repair (with supervisory experience).

The position pay falls within Pay Grade 13 (\$75,088.04 - \$95,119.28 annually) and includes all applicable benefits of a full time position within the City. Position description and application can be found at www.discoverosseo.com/about-osseo/employment. Completed application can be emailed to City Clerk LeAnn Larson (llarson@ci.osseo.mn.us) or mailed to City Hall (Attn: LeAnn Larson, City of Osseo, 415 Central Ave, Osseo MN 55369). The deadline for submitting applications is Friday, February 23, 2018 at 11:00 AM.

Required:

Class D Water License
Class D Waste Water License
Class B CDL License with Air Brake Endorsement

Desired:

Additional street and/or utility maintenance; construction experience; experience working in a municipal public works department; machinery; mechanics or related field; history of safe work practices and clean driving record.

Starting Salary Range:

Pay Grade 13 (\$75,088.04 - \$95,119.28 annually) with full benefits package.



CITY OF OSSEO

02/08/18 11:34 AM

Page 1

Payments

Current Period: FEBRUARY 2018

Batch Name	2/12/18	User Dollar Amt	\$69,706.12	
Payments		Computer Dollar Amt	\$69,706.12	
			\$0.00	In Balance
Refer	5501 ACTION FLEET LLC	-		
Cash Payment	E 101-41900-217 VEHICLE REPAIRS/MAI	SQUAD 665 AUTO EJECT REPAIR		\$45.00
Invoice 1190	1/18/2018			
Cash Payment	E 101-42000-250 SNOW MANAGEMENT	BULB FOR STROBE LIGHT ON PLOW		\$18.07
Invoice 1232	2/6/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$63.07
Refer	5502 ADAMS PEST CONTROL INC	-		
Cash Payment	E 101-41700-222 BUILDING REPAIR/MAI	1ST QTR 2018 PEST CONTROL		\$111.24
Invoice 2623654	1/5/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$111.24
Refer	5575 AFFORDABLE SANITATION INC	-		
Cash Payment	E 101-42350-410 LEASES/RENTALS	ICE RINK PORTABLE TOILET		\$120.00
Invoice 1963	2/1/2018			
Transaction Date	2/8/2018	PREMIER CHECKIN 10100	Total	\$120.00
Refer	5562 ASPEN MILLS INC	-		
Cash Payment	E 101-41920-218 UNIFORMS/GEAR	MORACZEWSKI UNIFORM		\$252.95
Invoice 211192	2/1/2018			
Cash Payment	E 101-41920-218 UNIFORMS/GEAR	HEGSTRAND UNIFORM		\$268.95
Invoice 211191	2/1/2018			
Cash Payment	E 101-41920-218 UNIFORMS/GEAR	CHURCHILL UNIFORM		\$252.95
Invoice 211190	2/1/2018			
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total	\$774.85
Refer	5504 BERTHIAUME, JULIE	-		
Cash Payment	G 101-22001 COMMUNITY CENTER DEP	1/27/18 CC DEPOSIT RETURN		\$250.00
Invoice				
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$250.00
Refer	5526 BLASKE, BERNICE	-		
Cash Payment	G 601-20220 UNDISTRIBUTED UTILITY R	UTILITY REFUND 601 5TH AVE NE		\$161.92
Invoice				
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$161.92
Refer	5503 BROWNELLS INC	-		
Cash Payment	E 101-41900-310 OTHER PROFESSIONA	AMMUNITION		\$580.92
Invoice 15050125.01	1/10/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$580.92
Refer	5506 CARGILL INCORPORATED	-		
Cash Payment	E 101-42000-250 SNOW MANAGEMENT	DEICER		\$4,163.69
Invoice 2903895040	1/24/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$4,163.69
Refer	5508 CENTRAL TELEPHONE	-		
Cash Payment	E 101-41700-321 TELECOMMUNICATION	3/1-12/31/18 PHONE SYSTEM		\$242.00
Invoice 118741	1/25/2018			



CITY OF OSSEO

Payments

02/08/18 11:34 AM

Page 2

Current Period: FEBRUARY 2018

Cash Payment	G 101-15500 PREPAID EXPENSE	1/1-2/28/19 PHONE SYSTEM		\$48.00
Invoice	118741	1/25/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$290.00
Refer	5507 CINTAS FIRST AID & SAFETY	-		
Cash Payment	E 101-42000-211 OPERATIONS	1/15/18 STOCK MEDICAL CABINET		\$145.45
Invoice	8403502307	1/19/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$145.45
Refer	5548 COMCAST - SEATTLE	-		
Cash Payment	E 101-41700-321 TELECOMMUNICATION	FEB 2018 SERVICE		\$20.07
Invoice	FEB 2018	1/24/2018		
Cash Payment	E 101-42000-321 TELECOMMUNICATION	FEB 2018 SERVICE		\$177.00
Invoice	FEB 2018	1/24/2018		
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total	\$197.07
Refer	5505 COMCAST BUSINESS	-		
Cash Payment	E 101-41700-321 TELECOMMUNICATION	FEB 2018 TRUNK LINES		\$325.37
Invoice	60642361	1/15/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$325.37
Refer	5509 ECM PUBLISHING	-		
Cash Payment	E 101-42000-355 PERSONNEL/RECRUIT	PUBLIC WORKS DIRECTOR AD		\$220.00
Invoice	566119	1/21/2018		
Cash Payment	E 101-42000-355 PERSONNEL/RECRUIT	PUBLIC WORKS DIRECTOR AD		\$120.00
Invoice	568094	1/28/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$340.00
Refer	5549 EFTPS	Ck# 001559E 2/5/2018		
Cash Payment	G 101-21701 FEDERAL WITHHOLDING	1/31/18 PAYROLL		\$4,309.14
Invoice				
Cash Payment	G 101-21703 FICA WITHHOLDING	1/31/18 PAYROLL		\$4,190.20
Invoice				
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total	\$8,499.34
Refer	5550 FINKEN WATER	-		
Cash Payment	E 101-41110-211 OPERATIONS	1/2/18 WATER DELIVERY		\$22.35
Invoice	17533TH	1/1/2018		
Cash Payment	E 101-41110-410 LEASES/RENTALS	FEB 2018 CH WATER COOLER RENTAL		\$13.00
Invoice	4902842	2/1/2018		
Cash Payment	E 205-42350-221 EQUIP REPAIR/ MAINT	FEB 2018 SOFTENER 417 1ST AVE NE		\$15.00
Invoice	4902852	2/1/2018		
Cash Payment	E 101-41110-211 OPERATIONS	1/30/18 WATER DELIVERY		\$37.25
Invoice	21616TH	1/30/2018		
Cash Payment	E 101-41920-211 OPERATIONS	FD WATER SERVICE		\$3.00
Invoice	4888552	1/1/2018		
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total	\$90.60
Refer	5565 FIRE EQUIPMENT SPECIALTIES IN	-		
Cash Payment	E 120-41920-570 EQUIPMENT	FIRE HOSE		\$2,040.83
Invoice	9932	1/26/2018		
Cash Payment	E 120-41920-570 EQUIPMENT	FIRE ROPE (LIFELINE)		\$521.40
Invoice	9935	1/27/2018		



CITY OF OSSEO

Payments

02/08/18 11:34 AM

Page 3

Current Period: FEBRUARY 2018

Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total	\$2,562.23
Refer	5510 FIRE INSTRUCTION RESCUE EDU	-		
Cash Payment	E 101-41920-261 FIRE TRAINING - REIM	1/18/18 EVOC DRIVING		\$400.00
Invoice	2991	1/15/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$400.00
Refer	5569 GROEN, GARY A.	-		
Cash Payment	E 101-41550-301 ACCOUNTING/AUDITIN	JAN 2018 FINANCIAL CONSULTING		\$1,725.00
Invoice	JAN 2018	1/31/2018		
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total	\$1,725.00
Refer	5511 HEAVENLY HOMES PAINTING	-		
Cash Payment	E 110-41700-520 CAPITAL OUTLAY	CITY HALL PAINTING		\$6,230.00
Invoice		1/25/2018		
Cash Payment	E 110-41700-520 CAPITAL OUTLAY	PD PAINTING		\$3,425.00
Invoice		1/25/2018		
Cash Payment	E 110-41700-520 CAPITAL OUTLAY	RADIATOR PAINT, CEILING/TRIM REPAIR		\$126.00
Invoice		1/25/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$9,781.00
Refer	5512 HOLIDAY COMMERCIAL	-		
Cash Payment	E 101-41900-216 VEHICLE/EQUIP FUEL	SQUAD FUEL 1400 019 023 680		\$792.32
Invoice		1/21/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$792.32
Refer	5517 IACP NET	-		
Cash Payment	E 101-41900-255 DUES/MEMBERSHIP	3/1-12/31/18 NET SERVICES		\$229.00
Invoice	31675	1/14/2018		
Cash Payment	G 101-15500 PREPAID EXPENSE	1/1-2/28/19 NET SERVICES		\$46.00
Invoice	31675	1/14/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$275.00
Refer	5515 ICMA MEMBERSHIP	Ck# 038257 1/22/2018		
Cash Payment	G 101-21705 DEFFERED COMP	VOID		-\$781.00
Invoice				
Cash Payment	G 101-21705 DEFFERED COMP	VOID		-\$903.00
Invoice				
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	-\$1,684.00
Refer	5516 ICMA RETIREMENT CORPORATIO	-		
Cash Payment	G 101-21705 DEFFERED COMP	1/3/18 PAYROLL		\$781.00
Invoice				
Cash Payment	G 101-21705 DEFFERED COMP	1/17/18 PAYROLL		\$903.00
Invoice				
Cash Payment	G 101-21705 DEFFERED COMP	1/31/18 PAYROLL		\$781.00
Invoice				
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$2,465.00
Refer	5519 INNOVATIVE OFFICE SUPPLY	-		
Cash Payment	E 101-41900-211 OPERATIONS	STACKING TRAYS		\$17.06
Invoice	1904116	1/19/2018		
Cash Payment	E 101-41900-211 OPERATIONS	NOTECARDS,PENS,FOLDERS,BINDERS		\$58.22
Invoice	1903349	1/18/2018		



CITY OF OSSEO

02/08/18 11:34 AM

Page 4

Payments

Current Period: FEBRUARY 2018

Cash Payment	E 101-41110-101 FULL TIME WAGES	TONER,FOLDERS,ENVELOPES,SOAP,TAPE, BOOKEND,SIGNHOLDER	\$228.64
Invoice	228.64	2/6/2018	
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$303.92
Refer	5514 INTACT		
Cash Payment	E 101-41700-317 CLEANING SERVICE	JAN 2018 CH CLNG	\$588.61
Invoice	9513	12/27/2017	
Cash Payment	E 101-41800-317 CLEANING SERVICE	JAN 2018 CC CLNG	\$187.53
Invoice	9513	12/27/2017	
Cash Payment	E 101-41700-317 CLEANING SERVICE	JAN 2018 PD CLNG	-\$200.00
Invoice	9513	12/27/2017	
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$576.14
Refer	5568 JAZZERCISE		
Cash Payment	E 101-42300-312 PROGRAMMING	JAN 2018 INSTRUCTION	\$280.00
Invoice	JAN 2018	2/5/2018	
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total \$280.00
Refer	5520 LAW ENFORCE LABOR SERVICE I		
Cash Payment	G 101-21708 UNION DUES	POLICE UNION DUES	\$196.00
Invoice	FEB 2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$196.00
Refer	5522 LEAGUE OF MN CITIES		
Cash Payment	E 101-41900-255 DUES/MEMBERSHIP	2018 PATROL SUBSCRIPTION	\$630.00
Invoice	267655	1/17/2018	
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$630.00
Refer	5547 LEAGUE OF MN CITIES		
Cash Payment	E 101-41110-211 OPERATIONS	2018 DIRECTORY OF MN CITIES	\$61.20
Invoice			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$61.20
Refer	5570 LOFFLER - LEASE		
Cash Payment	E 101-41110-410 LEASES/RENTALS	KONICA COPIER LEASE	\$134.10
Invoice	349635425	1/26/2018	
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total \$134.10
Refer	5521 LOGIN INC		
Cash Payment	E 101-41900-255 DUES/MEMBERSHIP	PURSUIITS NET SERVICE	\$500.00
Invoice	31731	1/14/2018	
Cash Payment	E 101-41900-255 DUES/MEMBERSHIP	COMPLIMENTARY TRIAL OF PURSUIITS	-\$500.00
Invoice	31731	1/14/2018	
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$0.00
Refer	5560 METERING/TECHNOLOGY SOLUTI		
Cash Payment	E 601-49400-101 FULL TIME WAGES	WATER METERS	\$1,990.04
Invoice	10847	1/29/2018	
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total \$1,990.04
Refer	5527 METRO COUNCIL-WASTEWATER		
Cash Payment	E 602-49400-386 SANITARY SEWER SE	MAR 2018 WASTEWATER SERVICE	\$12,713.08
Invoice	1078062	2/6/2018	



CITY OF OSSEO Payments

02/08/18 11:34 AM

Page 5

Current Period: FEBRUARY 2018

Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$12,713.08
Refer	5524 METRO SALES INC	-		
Cash Payment	E 101-41900-410 LEASES/RENTALS	PD COPIER LEASE		\$73.04
Invoice	985466 1/17/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$73.04
Refer	5561 MIDWEST LIGHTING	-		
Cash Payment	E 101-41700-222 BUILDING REPAIR/MAINT	LIGHT BULBS		\$159.00
Invoice	67501 1/31/2018			
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total	\$159.00
Refer	5523 MINNESOTA LIFE INS CO	-		
Cash Payment	E 101-41900-130 MED/DEN/LIFE/LTD INS	FEB 2018 PREMIUM		\$30.00
Invoice				
Cash Payment	E 101-41110-130 MED/DEN/LIFE/LTD INS	FEB 2018 PREMIUM		\$15.00
Invoice				
Cash Payment	E 101-41650-130 MED/DEN/LIFE/LTD INS	FEB 2018 PREMIUM		\$5.00
Invoice				
Cash Payment	E 101-42000-130 MED/DEN/LIFE/LTD INS	FEB 2018 PREMIUM		\$10.00
Invoice				
Cash Payment	G 101-21710 MISC DEDUCTIONS/BENEF	FEB 2018 PREMIUM		\$17.20
Invoice				
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$77.20
Refer	5552 MN DEPT OF REVENUE	Ck# 001561E 2/5/2018		
Cash Payment	G 101-21702 STATE WITHHOLDING	1/31/18 PAYROLL		\$1,744.58
Invoice				
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total	\$1,744.58
Refer	5551 MSRS DFC -EMPOWER	Ck# 001560E 2/5/2018		
Cash Payment	G 101-21705 DEFERRED COMP	1/31/18 PAYROLL		\$50.00
Invoice				
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total	\$50.00
Refer	5518 NELSON, HELEN	-		
Cash Payment	G 601-20220 UNDISTRIBUTED UTILITY R	UTILITY OVERPAY 424 2ND AVE NE		\$9.10
Invoice				
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$9.10
Refer	5528 OVERHEAD DOOR CO	-		
Cash Payment	E 101-41920-221 EQUIP REPAIR/ MAINT	ADJ OPEN LIMIT AT EMS BAY		\$219.95
Invoice	103317 1/10/2018			
Cash Payment	E 101-41920-221 EQUIP REPAIR/ MAINT	REATTACH WIRES TO DOOR SENSOR		\$221.95
Invoice	103352 1/10/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$441.90
Refer	5566 PAUL BAERTSCHI P.A.	-		
Cash Payment	E 101-41500-306 LEGAL SERVICE - PRO	JAN 2018 PROSECUTION SERVICE		\$1,000.00
Invoice	JAN 2018 1/31/2018			
Cash Payment	E 101-41500-211 OPERATIONS	JAN 2018 EXPENSES		\$25.07
Invoice	JAN 2018 1/31/2018			
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total	\$1,025.07
Refer	5553 PERA	Ck# 001562E 2/5/2018		



CITY OF OSSEO Payments

02/08/18 11:34 AM

Page 6

Current Period: FEBRUARY 2018

Cash Payment	G 101-21704 PERA	1/31/18 PAYROLL	\$7,771.55
Invoice			
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total \$7,771.55
Refer	5577 PREMIER BANK	Ck# 001565E 2/8/2018	
Cash Payment	E 101-41110-260 EDUCATION/MEETING	MNSCU-MCFOA CONF REG LARSON	\$378.50
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41900-201 OFFICE OPERATIONS	HOME DEPOT-PD OUTLET REPAIR	\$73.97
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41700-222 BUILDING REPAIR/MAI	HOME DEPOT-CH LIGHT SWITCH AND SOAP	\$40.78
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41800-221 EQUIP REPAIR/ MAINT	MENARDS-CC REPAIRS	\$9.61
Invoice JAN 2018	2/2/2018		
Cash Payment	E 120-41920-220 RADIO COMMUNICATI	DROPBOX-ELECTRONIC FILE STORAGE	\$9.99
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41700-222 BUILDING REPAIR/MAI	FLEETFARM-THERMOSTAT IN LIBRARY	\$193.53
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-42000-250 SNOW MANAGEMENT	RCREPAIR-CABLE FOR BLOWER	\$17.53
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41900-201 OFFICE OPERATIONS	MENARDS-PD DOOR REPAIRS	\$39.44
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41110-260 EDUCATION/MEETING	NO HENN CHAMBER-STATE OF THE CITY ADDRESS	\$30.00
Invoice JAN 2018	2/2/2018		
Cash Payment	E 240-41700-201 OFFICE OPERATIONS	MICROSOFT OFFICE	\$476.69
Invoice JAN 2018	2/2/2018		
Cash Payment	E 240-41700-201 OFFICE OPERATIONS	MICROSOFT OFFICE	\$8.87
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41900-211 OPERATIONS	AMAZON-OXYGEN MEDICAL BAGS	\$197.20
Invoice JAN 2018	2/2/2018		
Cash Payment	E 101-41900-201 OFFICE OPERATIONS	AMAZON-KEY SAFE	\$17.79
Invoice JAN 2018	2/2/2018		
Transaction Date	2/8/2018	PREMIER CHECKIN 10100	Total \$1,493.90
Refer	5529 PRIME ADVERTISING & DESIGN IN		
Cash Payment	E 240-41700-211 OPERATIONS	FEB 2018 WEBSITE HOSTING	\$100.00
Invoice 62175	2/11/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$100.00
Refer	5571 RANDYS SANITATION		
Cash Payment	E 205-42350-221 EQUIP REPAIR/ MAINT	FEB-APR 2018 - 25 4TH ST NE	\$62.53
Invoice FEB-APR 2018	2/1/2018		
Cash Payment	E 205-42350-221 EQUIP REPAIR/ MAINT	FEB-APR 2018 - 417 1ST AVE NE	\$50.06
Invoice FEB-APR 2018	2/1/2018		
Cash Payment	E 205-42350-221 EQUIP REPAIR/ MAINT	FEB-APR 2018 - 17 4TH ST NE	\$58.15
Invoice FEB-APR 2018	2/1/2018		
Transaction Date	2/6/2018	PREMIER CHECKIN 10100	Total \$170.74
Refer	5513 REPOSSESSORS INC		
Cash Payment	G 101-22001 COMMUNITY CENTER DEP	2/10/18 CC DEPOSIT RETURN	\$250.00
Invoice			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total \$250.00



CITY OF OSSEO

Payments

02/08/18 11:34 AM

Page 7

Current Period: FEBRUARY 2018

Refer	5556 REVTRAK	Ck# 001564E 2/5/2018		
Cash Payment	E 101-41800-211 OPERATIONS	JAN 2018 MERCHANT FEES		\$32.24
Invoice				
Cash Payment	E 101-41110-310 OTHER PROFESSIONA	JAN 2018 MERCHANT FEES		\$12.50
Invoice				
Cash Payment	E 101-42350-212 GATEWAY SIGN OPER	JAN 2018 MERCHANT FEES		\$7.08
Invoice				
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	JAN 2018 MERCHANT FEES		\$479.86
Invoice				
Cash Payment	E 602-49400-310 OTHER PROFESSIONA	JAN 2018 MERCHANT FEES		\$479.86
Invoice				
Cash Payment	E 604-49400-310 OTHER PROFESSIONA	JAN 2018 MERCHANT FEES		\$479.86
Invoice				
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total	\$1,491.40
Refer	5530 ROSENBAUER MINNESOTA, LLC			
Cash Payment	E 101-41920-217 VEHICLE REPAIRS/MAI	WATER GAUGE FOR ENG 11		\$271.36
Invoice 27714	1/23/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$271.36
Refer	5532 SATELLITE SHELTERS, INC.			
Cash Payment	E 101-42350-410 LEASES/RENTALS	1/16-2/12/18 WARMING HOUSE		\$350.00
Invoice 46076	1/16/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$350.00
Refer	5554 SELECT ACCOUNT	Ck# 001563E 2/5/2018		
Cash Payment	G 101-21711 EMPLOYEE H.S.A CONTRI	1/31/18 PAYROLL		\$2,116.15
Invoice				
Transaction Date	2/5/2018	PREMIER CHECKIN 10100	Total	\$2,116.15
Refer	5573 SELECT ACCOUNT			
Cash Payment	E 101-41110-130 MED/DEN/LIFE/LTD INS	JAN 2018 BENE ADMIN		\$27.50
Invoice 1219874	2/6/2018			
Cash Payment	E 101-41110-130 MED/DEN/LIFE/LTD INS	JAN 2018 BENE ADMIN		\$27.50
Invoice 1219874	2/6/2018			
Transaction Date	2/7/2018	PREMIER CHECKIN 10100	Total	\$55.00
Refer	5531 SIPE BROS. INC.			
Cash Payment	E 101-41920-216 VEHICLE/EQUIP FUEL	FD FUEL		\$83.55
Invoice STMT 1/16/18	1/16/2018			
Cash Payment	E 101-42000-216 VEHICLE/EQUIP FUEL	PW FUEL		\$41.92
Invoice STMT 1/16/18	1/16/2018			
Cash Payment	E 101-41900-217 VEHICLE REPAIRS/MAI	SQUAD WASHES		\$25.00
Invoice STMT 1/16/18	1/16/2018			
Cash Payment	E 101-41900-217 VEHICLE REPAIRS/MAI	SQUAD WASHES		\$25.00
Invoice STMT 1/31/18	1/31/2018			
Cash Payment	E 101-42000-216 VEHICLE/EQUIP FUEL	PW FUEL		\$87.98
Invoice STMT 1/31/18	1/31/2018			
Cash Payment	E 101-41920-216 VEHICLE/EQUIP FUEL	FD FUEL		\$69.02
Invoice STMT 1/31/18	1/31/2018			
Transaction Date	1/31/2018	PREMIER CHECKIN 10100	Total	\$332.47
Refer	5533 SPECIALTY SOLUTIONS LLC			



CITY OF OSSEO Payments

02/08/18 11:34 AM

Page 8

Current Period: FEBRUARY 2018

Cash Payment	E 101-42000-250 SNOW MANAGEMENT	ECO THAW		\$455.53
Invoice	147435	1/15/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN	10100	Total \$455.53
Refer	5534 STREICHERS INC	-		
Cash Payment	E 101-41900-211 OPERATIONS	FUSEE ROAD FLARES		\$137.98
Invoice	1297466	1/18/2018		
Transaction Date	1/31/2018	PREMIER CHECKIN	10100	Total \$137.98
Refer	5567 TIMESAVER OFF SITE SECRETARI	-		
Cash Payment	E 101-41000-307 RECORDING SERVICE	1/22/18 COUNCIL/WORKSESSION		\$216.00
Invoice	23533	1/31/2018		
Transaction Date	2/6/2018	PREMIER CHECKIN	10100	Total \$216.00
Refer	5572 TOKLE INSPECTION INC	-		
Cash Payment	E 200-41940-310 OTHER PROFESSIONA	JAN 2018 INSPECTIONS		\$431.80
Invoice	JAN 2018	2/1/2018		
Cash Payment	G 101-20221 ELECTRICAL INSPECTION	JAN 2018 INSPECTIONS		\$76.80
Invoice	JAN 2018	2/1/2018		
Transaction Date	2/7/2018	PREMIER CHECKIN	10100	Total \$508.60
Refer	5559 TWIN CITY WATER CLINIC INC.	-		
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	JAN 2018 WATER SAMPLING		\$60.00
Invoice	11004	2/1/2018		
Transaction Date	2/6/2018	PREMIER CHECKIN	10100	Total \$60.00
Refer	5574 W L HALL CO	-		
Cash Payment	E 101-41800-221 EQUIP REPAIR/ MAINT	2018 DIVIDER MAINT CONTRACT		\$700.00
Invoice	3651	2/7/2018		
Cash Payment	E 101-41800-221 EQUIP REPAIR/ MAINT	PREVENTIVE MAINTENANCE		\$81.00
Invoice	3651	2/7/2018		
Transaction Date	2/8/2018	PREMIER CHECKIN	10100	Total \$781.00
Refer	5555 WOLFE, LAURIE	-		
Cash Payment	G 101-22001 COMMUNITY CENTER DEP	2/5/18 CC DEPOSIT RETURN		\$250.00
Invoice				
Transaction Date	2/5/2018	PREMIER CHECKIN	10100	Total \$250.00



CITY OF OSSEO

Payments

02/08/18 11:34 AM

Page 9

Current Period: FEBRUARY 2018

Fund Summary

10100 PREMIER CHECKING

101 GENERAL FUND	\$39,776.08
110 CIP EQUIPMENT FUND	\$9,781.00
120 FIRE DONATIONS/EXPENSES	\$2,572.22
200 INSPECTIONS	\$431.80
205 PARK DEDICATION	\$185.74
240 CABLE GRANT	\$585.56
601 WATER FUND	\$2,700.92
602 SEWER FUND	\$13,192.94
604 STORM WATER FUND	\$479.86
	<hr/>
	\$69,706.12

Pre-Written Checks	\$21,482.92
Checks to be Generated by the Computer	\$48,223.20
Total	<hr/>
	\$69,706.12



CITY OF OSSEO

Payments

02/08/18 11:41 AM

Page 1

Current Period: AUDITORS CLOSE 2017

Batch Name	2/12/17AP	User Dollar Amt	\$18,629.68			
Payments		Computer Dollar Amt	\$18,629.68			
			\$0.00	In Balance		
Refer	5557 AMERICAN LEGAL PUBLISHING C	-				
AP Payment	E 101-41000-307 RECORDING SERVICE	2017 CODIFYING				\$432.00
Invoice	0119939	12/29/2017				
Transaction Date	2/6/2018	Due 2/6/2018	ACCTS PAYABLE	20200	Total	\$432.00
Refer	5563 ASPEN MILLS INC	-				
AP Payment	E 101-41920-218 UNIFORMS/GEAR	DAHL UNIFORM				\$110.25
Invoice	206379	11/3/2017				
Transaction Date	2/6/2018	Due 2/6/2018	ACCTS PAYABLE	20200	Total	\$110.25
Refer	5564 FIRE EQUIPMENT SPECIALTIES IN	-				
AP Payment	E 120-41920-218 UNIFORMS/GEAR	FIRE FIGHTER HOOD PROTECTION				\$1,103.39
Invoice	9816	9/28/2017				
AP Payment	E 120-41920-218 UNIFORMS/GEAR	FIRE FIGHTER HELMUT				\$111.50
Invoice	9803	9/21/2017				
Transaction Date	2/6/2018	Due 2/6/2018	ACCTS PAYABLE	20200	Total	\$1,214.89
Refer	5546 JP SCHMITZ CONSTRUCTION CO	-				
AP Payment	E 601-49400-221 EQUIP REPAIR/ MAINT	12/27/17 - REPAIR 221 5TH AVE SE WATERMAIN BREAK				\$3,740.00
Invoice	12/27/17	1/6/2018				
Transaction Date	1/31/2018	Due 1/31/2018	ACCTS PAYABLE	20200	Total	\$3,740.00
Refer	5543 KENNEDY & GRAVEN, CHARTERE	-				
AP Payment	E 101-41500-304 LEGAL SERVICE - CIVI	DEC 2017 ADMIN				\$1,674.23
Invoice	DEC 2017					
AP Payment	E 101-41500-304 LEGAL SERVICE - CIVI	DEC 2017 PZ				\$143.94
Invoice	DEC 2017					
AP Payment	E 101-41500-304 LEGAL SERVICE - CIVI	DEC 2017 PW				\$75.76
Invoice	DEC 2017					
AP Payment	E 205-42350-221 EQUIP REPAIR/ MAINT	DEC 2017 RENTAL PROPERTY				\$106.06
Invoice	DEC 2017					
AP Payment	E 101-41500-304 LEGAL SERVICE - CIVI	DEC 2017 LAW ENFORCE MEDIATION				\$726.00
Invoice	DEC 2017					
AP Payment	E 205-42350-221 EQUIP REPAIR/ MAINT	DEC 2017 17 4TH ST NE EVICTION				\$297.00
Invoice	DEC 2017					
Transaction Date	1/31/2018	Due 1/31/2018	ACCTS PAYABLE	20200	Total	\$3,022.99
Refer	5544 L3 MOBILE VISION INC	-				
AP Payment	E 101-41900-201 OFFICE OPERATIONS	INK CARTRIDGE				\$74.90
Invoice	0309176	1/3/2018				
Transaction Date	1/31/2018	Due 1/31/2018	ACCTS PAYABLE	20200	Total	\$74.90
Refer	5558 METRO WEST INSPECTION SERVI	-				
AP Payment	E 200-41940-310 OTHER PROFESSIONA	DEC 2017 INSPECTIONS				\$4,149.14
Invoice	1369	1/26/2018				
Transaction Date	2/6/2018	Due 2/6/2018	ACCTS PAYABLE	20200	Total	\$4,149.14
Refer	5545 MORRIS ELECTRONICS	-				



CITY OF OSSEO

Payments

02/08/18 11:41 AM

Page 2

Current Period: AUDITORS CLOSE 2017

AP Payment	E 240-41700-310 OTHER PROFESSIONA	12/8/17 SET UP ON LINE BOOKING FORMS FOR PD				\$240.00
Invoice 20144872	12/13/2017					
Transaction Date	1/31/2018	Due 1/31/2018	ACCTS PAYABLE	20200	Total	\$240.00
Refer	5542 TOKLE INSPECTION INC	-				
AP Payment	E 200-41940-310 OTHER PROFESSIONA	DEC 2017 INSPECTIONS				\$580.80
Invoice DEC 2017	1/1/2018					
Transaction Date	1/31/2018	Due 1/31/2018	ACCTS PAYABLE	20200	Total	\$580.80
Refer	5541 XCEL ENERGY	-				
AP Payment	E 101-41700-380 ELECTRIC SERVICE	DEC 2017 SERVICES				\$1,403.72
Invoice 576269242	1/11/2018					
AP Payment	E 101-41900-402 EMERGENCY PREPAR	DEC 2017 SERVICES				\$10.05
Invoice 576269242	1/11/2018					
AP Payment	E 101-42000-380 ELECTRIC SERVICE	DEC 2017 SERVICES				\$322.21
Invoice 576269242	1/11/2018					
AP Payment	E 101-42000-226 TRAFFIC SIGNALS/STR	DEC 2017 SERVICES				\$34.36
Invoice 576269242	1/11/2018					
AP Payment	E 101-42000-226 TRAFFIC SIGNALS/STR	DEC 2017 SERVICES				\$2,040.83
Invoice 576269242	1/11/2018					
AP Payment	E 101-42350-380 ELECTRIC SERVICE	DEC 2017 SERVICES				\$377.95
Invoice 576269242	1/11/2018					
AP Payment	E 601-49400-380 ELECTRIC SERVICE	DEC 2017 SERVICES				\$31.83
Invoice 576269242	1/11/2018					
AP Payment	E 602-49400-380 ELECTRIC SERVICE	DEC 2017 SERVICES				\$487.63
Invoice 576269242	1/11/2018					
AP Payment	E 101-42350-212 GATEWAY SIGN OPER	DEC 2017 SERVICES				\$156.13
Invoice 576269242	1/11/2018					
Transaction Date	1/31/2018	Due 1/31/2018	ACCTS PAYABLE	20200	Total	\$4,864.71
Refer	5540 YOGA SOLES	-				
AP Payment	E 101-42300-312 PROGRAMMING	DEC 2017 INSTRUCTION				\$200.00
Invoice DEC 2017	1/21/2018					
Transaction Date	1/31/2018	Due 1/31/2018	ACCTS PAYABLE	20200	Total	\$200.00

Fund Summary

	20200 ACCTS PAYABLE
101 GENERAL FUND	\$7,782.33
120 FIRE DONATIONS/EXPENSES	\$1,214.89
200 INSPECTIONS	\$4,729.94
205 PARK DEDICATION	\$403.06
240 CABLE GRANT	\$240.00
601 WATER FUND	\$3,771.83
602 SEWER FUND	\$487.63
	\$18,629.68

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$18,629.68
Total	\$18,629.68



City of Osseo

415 Central Avenue
Osseo, MN 55369-1195

P 763.425.2624 F 763.425.1111

www.DiscoverOsseo.com

Commission Members Needed

Osseo is seeking interested people to serve on local boards and commissions. These positions are available:

- Economic Development Authority (1 position to fill vacancy expiring end of 2018)
- Public Safety Advisory Committee (1 business appointee position to fill vacancy expiring end of 2018)

The City values leadership from service minded individuals. Citizens interested in filling these appointments are asked to submit a letter or statement of interest containing name, address, telephone number, email address, and any other pertinent background information.

Please send your letter of interest to Mayor Duane Poppe, 415 Central Avenue, Osseo, MN 55369. For more information, please call 763-425-2624.

On Monday,
February 19,
City Hall
will be closed for
Presidents' Day

