



Osseo City Council

AGENDA

WORK SESSION
Monday, June 24, 2019
6:00 p.m., Council Chamber

MAYOR DUANE POPPE

COUNCILMEMBERS: JULIANA HULTSTROM, HAROLD E. JOHNSON, MARK SCHULZ, LARRY STELMACH

1. **Call to Order**
2. **Roll Call** (quorum is 3)
3. **Approval of Agenda** (requires unanimous additions)
4. **Discussion Items**
 - A. **Property Donation**
 - B. **Community Center**
 - C. **Updated Policies**
5. **Adjournment**



City of Osseo City Council Work Session Meeting Item

Agenda Item:	Discuss Property Donation
Meeting Date:	June 24, 2019
Prepared by:	Riley Grams, City Administrator
Attachments:	Hennepin County Property Map Special Assessment Review Appraisal Proposals

Background:

EDA President Duane Poppe was recently approached by Bruce Wiley about the vacant lot located at 632 Central Ave. Mr. Wiley suggested he would like to donate the property to the City and/or EDA. His only requests, *at that time*, were that the EDA pay off the current special assessments (at last look up on June 6, 2019, the outstanding special assessment balance was \$19,709.18) and pay for an appraisal of the property (so the full value could be determined for tax donation purposes). We have obtained two separate appraisal quotes, which are attached. The first is for \$3,000, and the second, which was received after the previous EDA meeting, is for \$1,500.

In the past the EDA has considered purchasing the property at some point, but opted not to pay the full asking price because no immediate plan had been realized for its eventual redevelopment. However, Staff is recommending the EDA accept this donation, pay off the special assessments, and pay for the appraisal. This would be the first step in acquiring property in the North Central Redevelopment Corridor, with an eye towards a future more comprehensive redevelopment project. However, shortly after the previous EDA meeting, Mr. Wiley contacted EDA President Poppe and I stated that he had intended the property to be used as a community dog park. This information was not known prior to the previous EDA meeting, and thus was not discussed at that time.

The property has a total tax bill of \$5,007.74 (for taxes payable in 2019, according to the Hennepin County property website). The City receives approximately one-third of that, so this donation would be taking +/- \$1,652.55 off of the annual tax rolls. However, an opportunity to receive a piece of property on Central Ave for less than \$23,000 does not come around often.

The question now becomes would the City Council construct a dog park on that parcel if it was donated? The construction of a dog park comes with a cost. Cost estimates would likely be in the \$15,000-25,000 range, and would include fencing, some type of ground cover, dog waste stations, signage, and others. If the City were to pay for the construction of a dog park at this property, the cost would need to come from the Park Fund. Obviously we have not budgeted for such a project, and the cost would need to be included in the next round of CIP updates.

If the City is not interested in developing a dog park at that location, maybe another entity (e.g., 5 Central) would be interested in leasing the property from the City for that purpose (if the City were to acquire the property)? The lease agreement could be for a limited term, and could allow the tenant to construct and maintain a dog park that meets their residents'/dog owners' needs. If the tenant was 5 Central, they might be able to limit access to the dog park using a similar system (key cards / fobs) as they use to restrict access to their building. And since they are located in

close walking distance, parking should not be a concern. It would be a decision for the tenant, but the dog park operator might also be willing to sell passes/memberships to the dog park, if non-residents also wanted to access the facility. At the end of the lease, the City could redevelop the property. There is/was a temporary dog park located in Minneapolis on leased property at 790 N 3rd St, Minneapolis, MN 55401 on a lot about half the square footage of 632 Central Ave.

Staff has been unable to connect with Mr. Wiley to discuss this donation in more detail, as he has been out of the country. I would like to chat with Mr. Wiley to learn more about his intentions with the property, but due to timing, this item needed to come before the Council in a work session meeting for general discussion. It should also be noted that even though I am working with Bruce Wiley on this, the property owner, according to Hennepin County records, is Barb Wiley.

Recommendation/Action Requested:

Staff recommends the City Council discuss the item and direct Staff accordingly.

Next Step:

After direction from the Council, Staff will move forward with the next steps.



Hennepin County Property Map

Date: 6/18/2019



PARCEL ID: 1811921220113

OWNER NAME: Barbara J Wiley

PARCEL ADDRESS: 632 Central Ave, Osseo MN 55369

PARCEL AREA: 0.23 acres, 10,230 sq ft

A-T-B: Abstract

SALE PRICE: \$50,000

SALE DATA: 02/2002

SALE CODE: Vacant Land

ASSESSED 2018, PAYABLE 2019

PROPERTY TYPE: Vacant Land-Commercial

HOMESTEAD: Non-Homestead

MARKET VALUE: \$82,000

TAX TOTAL: \$5,007.74

ASSESSED 2019, PAYABLE 2020

PROPERTY TYPE: Vacant Land-commercial

HOMESTEAD: Non-homestead

MARKET VALUE: \$82,000

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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COUNTY 2019

SPECIAL ASSESSMENT SEARCH

DATE ISSUED 6/4/19

VOID AFTER 11/15/19

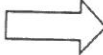
Name Barbara J Wiley

Address 632 Central Ave

PID	18-119-21-22-0113	LOT 5	BLK 2	ADDN CODE	62910
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ADDN NAME Osseo

to pay the following special assessments:

DESCRIPTION	LEVY	YEARS FROM TO		TOTAL PRINCIPAL	PREPAYMENT AMOUNT
Central Ave Imp 09	17720	2011		\$35,834.93	\$19,709.18
TOTALS				Remaining principal if paid prior to Nov. 15, 2019 	\$19,709.18

Remarks:

Authorized by LeAnn Larson



AGREEMENT FOR PROFESSIONAL VALUATION SERVICES

Mayor Duane Poppe
City of Osseo
415 Central Avenue
Osseo, MN 55369
P (952) 223-6721
dpoppe@ci.osseo.mn.us

Tad S. Marinac, MAI
GTRE Commercial
6975 Washington Avenue South, Suite 205
Edina, MN 55439
O: (952) 491-4062
C: (952) 994-0319
tad.marinac@gtrevas.com

Re: 632 Central Avenue, Osseo, MN (PID: 18-119-21-22-0113)

Dear Mayor Poppe,

Thank you for choosing GTRE Commercial for your valuation services needs. I am confident that you will be very satisfied with the services that we offer.

Enclosed please find our Agreement for Services. If this Agreement is acceptable to you, please sign and return to our office. Once we receive the signed Agreement from you, we will expedite your request.

If you have questions, please don't hesitate to contact me.

Again, thank you for choosing GTRE Commercial.

Sincerely,

A handwritten signature in black ink, appearing to read "Tad S. Marinac".

Tad S. Marinac, MAI
GTRE Commercial
MN License No. 20189751

Appraisal Assignment

Mayor Duane Poppe
June 12, 2019
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DATE OF AGREEMENT: June 12, 2019

Client hereby engages Appraiser to complete an appraisal assignment as follows:

PROPERTY IDENTIFICATION

632 Central Avenue, Osseo, MN 55369 (PID: 18-119-21-22-0113).

PROPERTY TYPE

Vacant land parcel

INTEREST VALUED

Fee simple.

INTENDED USERS

City of Osseo

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

INTENDED USE

To assist Client and intended users in establishing a value for property.

Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

TYPE OF VALUE

Market value as defined by the appraisal requirements pursuant to USPAP.

DATE OF VALUE

Current.

ADDITIONAL PROPERTY TO BE VALUED

None.

HYPOTHETICAL CONDITIONS, EXTRAORDINARY ASSUMPTIONS

None anticipated

ANTICIPATED SCOPE OF WORK

Site visit:

Inspection of the interior and exterior of the subject property, site improvements, and surrounding environ.

Mayor Duane Poppe
June 12, 2019
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Valuation approaches:

The appraiser will utilize all applicable approaches to value to develop a credible opinion of value. Approaches to value shall include the Sales comparison approach.

APPRAISAL REPORT

Report option:

Appraisal Report

CONTACT FOR PROPERTY ACCESS, IF APPLICABLE

Mayor Duane Poppe

PROPOSED IMPROVEMENTS

If the property appraised consists of proposed improvements, Client shall provide to Appraiser plans, specifications or other documentation sufficient to identify the extent and character of the proposed improvements.

PROPERTIES UNDER CONTRACT FOR SALE

If the property appraised is currently under contract for sale, Client shall provide to Appraiser a copy of said contract including all addenda.

ADDITIONAL DOCUMENTATION

Client agrees to provide Appraiser with the documentation as necessary to adequately support, analyze, and conclude a market value estimate of the above referenced subject property. Such documentation will be provided by or at the direction of the client.

DELIVERY DATE

Three weeks

DELIVERY METHOD

A PDF copy of the completed appraisal report will be delivered to dpoppe@ci.osseo.mn.us. Hard copies of the completed appraisal report (up to 3) will be provided at the client's request. Additional printed copies may be provided at charges for \$250 per report.

PAYMENT TO APPRAISER

\$1,500. Payment is described as inclusive of all expenses.

PAYMENT DUE DATE

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within 30 days of the date of Appraiser's invoice.

WHEN APPRAISER'S OBLIGATIONS ARE COMPLETE

Appraiser's obligations pursuant to this Agreement are complete when the Appraisal Report in the form specified in this Agreement is delivered to Client pursuant to this Agreement. Appraiser agrees to be responsive to Client's legitimate inquiries regarding the contents of the report after delivery.

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third-party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser.

EXPIRATION OF AGREEMENT

This Agreement is valid only if signed by both Appraiser and Client within 5 days of the Date of Agreement specified.

By Appraiser:

By Client:

(Signature)

(Signature)

(Printed name)

(Printed name)

(date)

(date)

THE APPRAISAL GROUP

A DIVISION OF KLINE INTERNATIONAL TM

Premier Commercial & Residential Real Estate Valuation Services

May 14, 2019

Honorable Duane Poppe, Mayor
City of Osseo, Minnesota
415 Central Avenue
Osseo, Minnesota 55369-1164

Contract for Professional Services

Re: Market Value Real Estate Appraisal Assignment

Vacant land parcel
625 Central Avenue, Osseo, MN 55369
Hennepin County Parcel # 18-119-21-22-0113

Dear Mayor Poppe:

Thank you for considering the Valuation/Consultation Services Division of The Appraisal Group, regarding the above-referenced property. This letter will serve as a contract and will engage our services to perform a Market Value Real Estate Appraisal. The purpose of this appraisal report is for potential acquisition of the property by the City of Osseo.

The fee for this assignment shall be \$3,000. Report delivery shall be made in digital fashion only (pdf) via e-mail. Color hard copies of the report can be printed at an additional fee of \$150 per copy, at the option of the client. This report will be sent to you (and/or designated Osseo staff) no later than three weeks after engaging this contract. A retainer fee of 50% (\$1,500) is required, along with a signed contract, to begin work on this assignment. The report will be addressed to you, as Mayor for the City of Osseo or your designee.

The research and analysis relating to this assignment and report shall conform to the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Appraisal Institute. The intention of this report is for analysis/valuation purposes for potential acquisition purposes.

Client (or owner) shall be cooperative in allowing for inspection and any support documents (leases, operating statements, etc.) necessary to complete the assignment, if applicable.

If you are in agreement with the terms and conditions of this proposal, please acknowledge by signing where indicated on the following page along with the necessary Retainer Fee (\$1,500). Retain one copy for your files and send the other back to us as soon as possible as shown below to:

The Appraisal Group Ltd.
Daniel T. Boris, MAI, CCIM, SRA
11212—86th Avenue North, Suite A
Maple Grove, MN 55369-4552

Please call me at 763-367-6327 should you have any further questions.

11212 - 86th Avenue North, Suite A, Maple Grove, MN 55369

Phone 763-545-0690 Toll Free 888-777-2125 Fax 763-543-3880

Visit our web site at

www.tagmn.com



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Daniel T. Boris, MAI, CCIM, SRA
Senior Vice President, Litigation/Consultation Division



Date: 05/14/2019

Duane Poppe, Mayor of the City of Osseo, Minnesota (or authorized designee)

Date _____

THE APPRAISAL GROUP

A DIVISION OF KLINE INTERNATIONAL TM

Premier Commercial & Residential Real Estate Valuation Services

INVOICE

File Number: 2019TBD

Date: 05/14/2019

Honorable Duane Poppe, Mayor
City of Osseo, Minnesota
415 Central Avenue
Osseo, Minnesota 55369-1164

Invoice #: 2019TBD (Initial Retainer Fee)

Order Date: May 14, 2019

Primary Appraiser: Daniel T. Boris, MAI, CCIM, SRA

Reference to: Vacant lot (Owner identified as Barbara J Wiley)

625 Central Avenue

Osseo, Minnesota 55369

Hennepin County PID #18-119-21-22-0113

Appraisal Fee	\$ 3,000.00
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Retainer 50%	\$ 1,500.00
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State Sales Tax @	\$ 0.00
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Amount Due:	\$ 1,500.00
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Terms: Net 30 Days

Make check payable to:

The Appraisal Group, LTD
11212 – 86th Avenue North, Suite A
Maple Grove, MN 55369-4552

Phone: (763) 367-6327

Fax: (763) 543-3880

Fed. I.D.#: 41-1766480

Contact: Honorable Duane Poppe, Mayor of the City of Osseo
Phone: 612-201-4498

THE APPRAISAL GROUP
A DIVISION OF KLINE INTERNATIONAL
The TAG Team™ - Real Estate Valuation Specialists



Daniel T. Boris
MAI, CCIM, SRA
Senior Vice President, Litigation Division

11212-86th Avenue North
Maple Grove, MN 55369-4552
T 763.367.6327 F 763.543.3880

DBoris@tagmn.com

Areas of Specialization

Appraisal, Consultation, Market Analysis, Litigation, Feasibility Analysis

Clients Served

Corporate appraisal clients: 3M Company, American Express Financial Advisors, Andersen Window Company, Baker Square Restaurants, Bank of America, Bethany Eldercare, Borg-Warner Chemical Company, Briggs and Morgan Law Firm, Butler Paper Company, C. B. Richard Ellis, Cargill Company, Chicago-Northwestern Railway Company, Cintas Corporation, Citicorp, Dana Corporation, Dex Media, Dorsey & Whitney Law Office Downtown Council of Minneapolis, Eastman Kodak Company, Employee Transfer Company, Faegre & Benson Law Office Flanagan Bilton and Branigan Law Firm, Fredrikson & Byron Law Office Gittleman Company, Glasrud Associates Real Estate Company, Grand Casinos, Inc, I.B.M, Imagine! Print Solutions, I.N.A. Insurance Company, IRET Properties, Kimco Corporation, Kinney & Lange Law Office, KKE Architects, K-Mart, Kohl's Department Stores, Land O' Lakes Cooperative, Leonard Street & Deinard Law Office M & I Corporate Trust Services, MacMillan Bloedel Limited, Mellon Bank of Houston, Meritex Corporation, Metropolitan Life Insurance Company, Midland National Life Insurance Resource Group, Minneapolis Public School District S-1 Northwestern Bell Telephone Company, Onan Corporation, Owens-Corning Fiberglass, Penske Trucking Company, Pittsburgh Plate Glass (P.P.G.), Principal Mutual Life Insurance Company, Public School District No. 287, Robert Hill and Associates Law Office, Target Corporation, U-Haul Corporation, Unisys Corporation, US Postal Service, Wal-Mart, Walgreens, Welcome Furniture Company, Westfield Insurance Company and Xcel Energy.

Government Appraisal performed for: Anoka-Hennepin Public School District No. 11, Hennepin County Probate Court, Ramsey County Probate Court, Hennepin County Family Court, Ramsey County Family Court, Hennepin County Park Reserve District, Scott County Housing and Redevelopment Authority, Dakota County Housing and Redevelopment Authority, Minnesota State Tax Court, the U.S. Department of Veterans Affairs (V.A.), the City of

Saint Louis Park, Minnesota, Minneapolis Public Schools, University of Minnesota, State of Minnesota Department of Land Management and numerous condemning authorities.

Mortgage appraisals performed for: Agstar Financial, American National Bank of St. Paul, American Residential Mortgage Corporation, Amerus Mortgage, Atlantic Mortgage of Jacksonville, Atlantis Mortgage of Florida, BancPlus Mortgage of San Antonio, Bell Mortgage Company, Bishop Cendant Mortgage, BMO Harris Bank Centennial Mortgage, Chemical Bank of New York, Citibank N.A., Citizens State Bank Columbia National Mortgage, Commonwealth United Mortgage Company, Community State Bank of Bloomington, Countrywide Home Loan, CTX Mortgage Company, Edina Financial Services Corporation, Elan Financial Advisors, Evergreen Mortgage Company, F.B.S. Mortgage Company (U.S. Bank System), Family Bank of Mankato, First Federal Savings and Loan of Rochester, First National Bank of Saint Peter, First National Bank of Waconia, First Republic Mortgage, First State Bank of Excelsior, Firststar Home Mortgage, Forest Lake State Bank, G.E. Capital Credit Corporation of San Bernardino, GMAC Mortgage Corporation, Great Lakes Mortgage Company, Heigl Mortgage & Financial Corporation, Hometown Mortgage, Homeside Lending of Jacksonville, Florida, Homestead Mortgage, Huntington Mortgage of Columbus, Ohio, ICM Mortgage Corporation, Inland Mortgage, Investors Mortgage, Irwin Mortgage, Knutson Mortgage Corporation, Lakeland Mortgage Corporation, M&I Bank, Margaretten & Company, Marquette Bank, Marshall & Ilsley Trust, Merrill Lynch Mortgage, Metmor Financial Corporation, Metropolitan Federal Bank, Meridian National Bank, Mid-America Mortgage Corporation, Midland Mortgage Company of Oklahoma City, Moneylink Mortgage, Mortgage Direct of Santa Ana, National City Bank of Minneapolis, Northeast State Bank Northern Federal Savings Bank of Saint Paul, Northern Mortgage Company, Northwest Mortgage Corporation, PHH Mortgage, Pet Dairy Employees Federal Credit Union, Premier Mortgage Corporation, Presidential Bank, Prime Mortgage Corporation, Principal Mortgage Corporation, Pro-Action Mortgage Corporation, Residential Mortgage Group, River City Mortgage, Ryland Mortgage Corporation, Saint Paul Postal Employees Credit Union, Sears Mortgage Company, Sierra Mortgage, LLC, Standard Federal Savings Association of Gaithersburg, Maryland, Sterling Mortgage Corporation, TCF Mortgage Corporation, Village Bank Voyager Mortgage Corporation Wells Fargo Mortgage, Western Mortgage Corporation, United Mortgage, U.S. Bank and U.S. Home Mortgage Corporation.

Education

University of Minnesota, B.A. in Political Science

Industry Leadership

North Star Chapter of the Appraisal Institute 2011 President

Appraisal Institute Region III Ethics and Review Counseling National Committee member.

Certified Real Property Appraiser, Minnesota State Department of Commerce, License #4000357, Saint Paul, Minnesota.

Registered Appraiser-Federal National Mortgage Association (FNMA) License #1085993, Chicago, Illinois.

Fee Appraiser-U.S. Department of Veterans Affairs (VA), Saint Paul, Minnesota Regional Office.

Fee Appraiser-U.S. Department of Housing and Urban Development (H.U.D), Minneapolis, Minnesota Regional Office.

1st Place Award from the Minnesota Creative Computer Symposium for development of a computer program which analyzes and calculates cash equivalency of non-market financial instruments

International Right-Of-Way Association, Member

Minnesota Employee Relocation Council, Member

Minneapolis Building Owners and Managers Association (BOMA), Member

National Association of Mortgage Brokers, Member

Professional Designations

Received GRI designation (Graduate, Realtors Institute), Minnesota Association of Realtors, December, 1974.

Received CMA designation (Certified Minnesota Assessor), Minnesota State Board of Assessors, August, 1977.

Received SAMA designation (Senior Accredited Minnesota Assessor), Minnesota State Board of Assessors, January, 1988.

Received SRPA designation (Senior Real Property Appraiser) from the International Society of Real Estate Appraisers, Chicago, Illinois, September, 1988.

Received MAI designation from the Appraisal Institute, Chicago, Illinois, May, 2005.

Received CCIM designation from CCIM Institute, Chicago, Illinois, May, 2007.

Teaching Experience

Instructor of Real Estate Appraisal, William Mitchell College of Law, Saint Paul, Minnesota.

Instructor of Real Estate Appraisal, Minnesota Institute of Legal Education, Minneapolis, Minnesota.

Instructor of Real Estate Appraisal, Duluth Area Vocational Technical Institute (D.A.V.T.I.).

Instructor, "Expert Witness Testimony—Preparing for Court," Minnesota Association of Assessing Officers.

Instructor, "Discounted Cash Flow Analysis," Minnesota Association of Assessing Officers, Saint Cloud, Minnesota.

Continuing Education

- Completed Course #101, "An Introduction to Appraising Real Property", sponsored by the Society of Real Estate Appraisers, University of Wisconsin at Madison, 1974.
- Completed Course #201, "Principles of Income Property Appraising", sponsored by the Society of Real Estate Appraisers, University of Oklahoma at Norman, March, 1975.
- Completed "Real Estate Law", University of Minnesota at Minneapolis, June, 1976.
- Completed Course A, "Tax Assessment Laws and History", sponsored by the Minnesota Department of Revenue and the University of Minnesota, August, 1977.
- Completed Course #301, "Special Applications of Appraisal Analysis", sponsored by the Society of Real Estate Appraisers, University of Nebraska at Lincoln, August, 1978.
- Completed Course B, "Techniques of Mass Appraisal", sponsored by the Minnesota Department of Revenue and the University of Minnesota, April, 1979.
- Completed "Computer-Aided Assessment and Ratio Studies", sponsored by the Minnesota Department of Revenue and the University of Minnesota, February, 1980.
- Completed International Association of Assessing Officers (IAAO) Course in "Assessment Administration", Saint Paul, Minnesota, August, 1980.
- Completed "Capitalization Theory and Techniques", sponsored by the American Institute of Real Estate Appraisers, University of Minnesota, September, 1983.
- Completed "Appraisal Analysis and Report Writing", sponsored by the American Institute of Real Estate Appraisers, University of Minnesota, September, 1984.
- Completed "Lotus 1-2-3 Spreadsheet Analysis", sponsored by Ameridata Institute, Minneapolis, Minnesota, December, 1985.
- Completed "Calculator, Segregated, and Computerized Cost Estimating", sponsored by Marshall-Swift Company, Bloomington, Minnesota, July, 1987.
- Completed "Standards of Professional Practice and Professional Ethics", sponsored by the American Institute of Real Estate Appraisers and the University of Minnesota, January, 1988.
- Completed "Business Valuation and Real Estate Seminar", sponsored by the American Institute of Real Estate Appraisers and the University of Minnesota, May, 1989.

- Completed "Real Estate Extraction and Investment Analysis", sponsored by the Appraisal Institute and the University of Arizona at Tucson, February, 1991.
- Completed "Appraising Troubled Properties", sponsored by the Appraisal Institute and the University of Minnesota at Saint Paul, December, 1991.
- Completed "Americans with Disabilities Act and Real Estate", sponsored by the Minnesota Mortgage Bankers Association, Bloomington, March, 1992.
- Completed "Mortgage Foreclosure Procedures", sponsored by the Minnesota Institute for Legal Education, Bloomington, Minnesota, April, 1992.
- Completed "Eminent Domain Real Estate Valuation", sponsored by the Minnesota Institute for Legal Education, Bloomington, Minnesota, November, 1992.
- Completed "Comprehensive Appraisal Review Seminar", sponsored by the Appraisal Institute and Boston University, Boston, Massachusetts, July, 1993.
- Completed "Real Estate Property Tax Appeals", sponsored by the Minnesota Institute for Legal Education, Bloomington, Minnesota, November, 1993.
- Completed "Mortgage Underwriting Review Seminar", sponsored by the Minnesota Mortgage Bankers Association, Minneapolis, Minnesota, February, 1994.
- Completed "Discounted Cash Flow Analysis", sponsored by the Appraisal Institute and the University of Saint Thomas, Minneapolis, Minnesota, March, 1994.
- Completed "Understanding Limited Appraisals Assignments", sponsored by the Appraisal Institute and the University of Saint Thomas, September, 1994.
- Completed "The Underwriter's Perspectives on the Universal Residential Appraisal Report", sponsored by Norwest Mortgage Corporation, Bloomington, Minnesota, September, 1994.
- Completed "Appraising Contaminated Real Estate", sponsored by the Minnesota Department of Revenue, Saint Cloud, Minnesota, December, 1994.
- Completed "Appraising FHA-Insured Property", sponsored by the Appraisal Institute and the Department of Housing and Urban Development, Minneapolis, Minnesota, January, 1995.
- Completed "Fair Lending and the Appraiser", sponsored by the Appraisal Institute and the University of Saint Thomas, Minneapolis, Minnesota, January, 1996.
- Completed "Hotel/Motel Valuation Seminar", sponsored by the Appraisal Institute and the University of Saint Thomas, Minneapolis, Minnesota, April, 1996.
- Completed "Tax Increment Financing", sponsored by Minnesota Institute for Legal Education, Minneapolis, Minnesota, November, 1996.
- Completed "Case Studies in Professional Appraisal Practice and Ethic Standards", sponsored by the Appraisal Institute and Arizona State University, Tempe, Arizona, September, 1997.
- Completed "Real Estate Investment Trusts (REITs)", sponsored by the Appraisal Institute and the University of Colorado, Boulder, Colorado, April, 1999.

- Completed "Case Studies in Commercial Highest and Best Use" sponsored by the Appraisal Institute and Arizona State University, Tempe, Arizona, August, 1999.
- Completed "Internet Technologies in Real Estate Appraisal", sponsored by Ala Mode Software and University of Chicago, Chicago, Illinois, April, 2000.
- Completed "Partial Interest Valuation" sponsored by the Appraisal Institute and University of Washington, Seattle, Washington, August, 2001.
- Completed "2003 National USPAP Update", sponsored by the Appraisal Institute and University of Saint Thomas, Minneapolis, Minnesota, January, 2003.
- Completed "Separating Business Enterprise Value and Personal Property from Real Estate", sponsored by the Appraisal Institute and Southern Methodist University, Dallas, Texas, September, 2003.
- Completed "Appraising Manufactured Housing", sponsored by the Appraisal Institute and University of Minnesota, Saint Paul, Minnesota, March, 2004.
- Completed "Evaluating Commercial Construction", sponsored by the Appraisal Institute and University of Minnesota, Saint Paul, Minnesota, January, 2005.
- Completed "Commercial Real Estate Investment Analysis", sponsored by University of Iowa, Iowa City, Iowa, September, 2006.
- Completed "User Decision Analysis of Commercial Real Estate", sponsored by Ohio State University, Columbus, Ohio, February, 2007.
- Completed "Nursing Home and Assisted Living Appraisal", sponsored by Northwestern University, Evanston, Illinois, May, 2008.
- Completed "Business Practices and Ethics", sponsored by University of Minnesota, Saint Paul, Minnesota, July, 2008.
- Completed "Real Estate Trends", sponsored by University of Minnesota, Saint Paul, Minnesota, May, 2009.
- Completed "Appraisal Curriculum Overview" sponsored by the University of Nebraska, Lincoln, Nebraska, April, 2010.
- Completed "Appraising the Appraisal", sponsored by the University of Saint Thomas, Saint Paul, Minnesota, November, 2011.
- Completed "Review of Minnesota Property Tax Laws", sponsored by North Star Appraisal Institute, Minneapolis, Minnesota, March, 2012.
- Completed "Economic Outlook for Housing", sponsored by Institute for Real Estate Management (IREM), Golden Valley, Minnesota, January, 2013.
- Completed "Eminent Domain Appraisal", sponsored by MNDOT and Stinson-Leonard Law Firm, Roseville, Minnesota, April, 2013.
- Completed "Ramsey County Redevelopment Initiatives", sponsored by North Star Appraisal Institute, Saint Paul, Minnesota, June, 2014.

- Completed "Appraising Real Estate for IRS", sponsored by North Star Appraisal Institute, Sioux Falls, South Dakota, September, 2014.

Professional Publications / Presentations

- "Appraising for Property Tax Appeals", sponsored by Institute for Professionals in Taxation (IPT), Austin, Texas, November, 2009.
- "Distinction between Fee Simple and Leased-Fee Estates", sponsored by Minnesota Shopping Center Association, Minnetonka, Minnesota, January, 2011.
- "Appraising Real Estate in a Volatile Marketplace", sponsored by Northwestern Financial Review, Minneapolis, Minnesota, September, 2011.
- "Lessons Learned from a Changing Real Estate Market", sponsored by Minnesota Paralegal Association, Bloomington, Minnesota, July, 2012.
- "Appraising Hospitality Property", sponsored by Minnesota Real Estate Journal, Minneapolis, Minnesota, October, 2012.
- "Appraising Fractured Interests in Real Estate", sponsored by Institute for Professionals in Taxation (IPT), Palm Springs, California, November, 2013.



Osseo City Council Work Session Meeting Item

Agenda Item:	Discuss Community Center
Meeting Date:	June 24, 2019
Prepared by:	Nancy S. Abts, AICP, City Planner
Attachments:	May Work Session Minutes excerpt Rate information for other Community Centers Photos of other community room flooring

Background:

The City Council discussed the Community Center at their [May work session](#) meeting. At that time, the Council requested more information on the Community Center occupancy rate. They also requested rental rates for other community centers.

Occupancy Rate

In theory, there are 4 potential 4-hour rental opportunities for the Community Center every day: 7:30 am – 11:30 am, 11:30 am – 3:30 pm, 3:30 pm – 7:30 pm, and 7:30 pm – 11:30 pm (plus an extra 30 minute period, before the Community Center must be vacated by midnight). Multiplied by two rooms in the center, there are 2,920 Community Center occupancy ‘units’ in 365 days. In 2018, the Community Center was reserved for 1,085 of those units. That includes individual reservations, recurring events, community festivities, and elections, and times when the Community Center was closed for carpet cleaning. Therefore, the Community center was reserved during 37 percent of all potential rental units.

Aside from all-day events (e.g., community festivals and elections), the Community Center was never reserved for all 4 potential daily rental periods in 2018. It was most common to have two or three reservations per day on week days, and one reservation per day on weekends. The reservation calendar for Community Center Rooms A & B can be viewed on the City’s [website](#).

If the maximum number of Community Center rental units per day is lowered to 3 rather than 4, the total number of annual units is 2,190. This drops the total number of ‘reserved’ units to 1,059. With these calculations, the occupancy rate was 48 percent in 2018. When evaluating fee increases for the May work session, 3 rental units per day were used for calculations.

Other Community Center fees

All community centers are different, and an ‘apples-to-apples’ rate comparison is not possible. However, the Osseo Community Center rates are cheaper than most of the similar spaces in the area. Similar rooms reserved for a 4-hour rental period would cost \$120-\$320 in nearby communities.

There are a few exceptions—Brooklyn Park allows **meetings** (not events) to take place in their City Hall conference rooms. On Mondays-Thursdays, there is no charge. But, use is subject to availability and priority (see attached information sheet). The Brooklyn Park Community Conference room and Arena 1 Meeting Room can also be reserved

for the day for less than \$50. Additionally, Maple Grove offers a special \$10/hr rate for weekday meetings before 10 a.m.

As a reminder, the Osseo's current fees are:

RENTAL FEES (ONE HALF DAY = UP TO 4 HOURS OF USE)	
Residents, Osseo Businesses, Osseo-Based Nonprofits*	\$30 per one half day for either Community Room A or B (weekdays only); \$60 per one half day for use of <u>both</u> Room A and Room B.
Non-Residents, Other Businesses, Other Nonprofits*	\$50 per one half day for Community Room A or B (weekdays only); \$100 per one half day for use of <u>both</u> Room A and Room B.
*Non-Profit Organizations	<i>50% discount from either resident or non-resident rate, based on organization's physical address. *Legal proof of non-profit, tax-exempt status required.</i>

Flooring - Cleanliness

Recently, there has been increased use of the Community Center on the weekend, and with more use has come more concerns about cleanliness of the Community Center floors. Over the weekend of June 14-16, there were three separate rentals (one on each day). By Monday, several new stains were added to the carpet.

When there are multiple users on the weekends, reviewing security footage to identify spills takes 30-60 minutes of Police Department time. Staff was able to identify the renter responsible for large stains and withhold a portion of their security deposit for cleaning.

Staff discussed options to further address carpet stains. Contracted carpet cleaning could be moved from a quarterly to a monthly schedule, or the City could look at renting or buying a carpet shampooer to use more frequently. The carpet could be replaced with a more durable flooring, such as laminate flooring, epoxy coating, or another surface, throughout the community center or in high-traffic areas or near the kitchen (see attached example images). The Community Center policy could be changed to limit food in the rooms (although this likely wouldn't be well received).

Recommendation/Action Requested:

Review information on the Community Center and direct staff to prepare any necessary changes for approval at a future Council meeting.

**OSSEO CITY COUNCIL
WORK SESSION MINUTES
May 28, 2019**

2. ROLL CALL

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

Members absent: None.

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

Others present: None.

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4. DISCUSSION ITEMS

A. COMMUNITY CENTER FEES/POLICY

City Planner Nancy Abts reported the City Council approved significant changes to the Community Center policy and procedures in 2016. These changes included allowing weekend use of the Community Center without going through an exclusive caterer and removing a restriction on using the center for private ceremonies or 'for-profit' activities. These changes have been in place for some time and "word has gotten out" about the Community Center's availability. Staff have seen an increase in paid rentals on weekdays (45 'individual' rentals, plus 190 recurring organization meetings, in 2018), and especially on weekends (49 paid rentals in 2018).

Abts stated based on this increased use, the Council can review the current policy and procedures and consider any needed changes. Staff suggests changing the weekend rental period to 6 hour increments instead of 4 hours, because experience has shown that weekend users typically desire a longer rental. The Council may also consider raising the rental rates for the Community Center to better account for the costs of maintaining the facility, as well as covering eventual capital costs in addition to routine operating expenses.

Abts stated a staff member suggests minor changes to the requirements for decorations and signage, adding "sand, glitter, and silly string" to the list of "rice, birdseed, and confetti" that are not to be used. Allowing decorations to be put up with masking tape or 3M hooks, but not pins, tacks, or other types of adhesives is suggested.

Stelmach stated he could support increasing the rental time to six hours along with raising the rental fees.

Hultstrom questioned if two events were to occur on the weekend could staff cover these events. Grams explained the Center is not staffed on the weekend and that staff does not check the Community Center until Monday morning to see that it has been cleaned.

Poppe asked how often two events were held on a single weekend. Abts stated this was rare. She indicated there have been concerns with cleaning, but noted this too was rare.

Johnson inquired when most events were held. Abts commented most events were held on Saturdays.

Johnson stated he supported raising the rental fees for the weekends, along with making the weekend events six hours in length.

Schulz questioned when the rental times would be. Abts reported staff allows the renter to pick the event times. She noted the Community Center was available for use from 7:30 a.m. to midnight.

Schulz asked if staff had run numbers on the occupancy rate. Abts stated staff had not done this calculation.

Schulz commented he did not support raising the fee just because the Community Center was being utilized. However, he noted he could support raising the fees given the fact the rental period would be increasing from four to six hours. He questioned how staff was proposing to raise the rental rates. Abts discussed proposed rental rates for the Community Center.

Schulz reported the Community Center often ran in the red, but was less red than in past years because of the increased efforts to rent the space. He suggested the City increase the rates for those using the space that come from outside of the City. Grams commented the Council could raise the rental fees for non-Osseo users.

Schulz suggested the Police Department visit the Community Center on Saturday evening or Sunday during the day after an event is held at the Community Center. He cautioned the City from creating a tipping point where the facility becomes a financial drain versus a winner. He encouraged the Council not to outprice the market and requested staff investigate pricing for other facilities in the area.

Grams encouraged the Council to consider the goals of the Community Center space, whether this was to make money off the space or have it be utilized by the public as a community asset. He recommended that rental rates cover all operating expenses and that the space not operate at a loss.

Stelmach agreed with Schulz and suggested the Council consider a non-Osseo user fee increase. He stated he would like to see the space operating in the black versus in the red. He encouraged staff to report back to the Council with rental rates for other meeting rooms/gathering spaces in the community.

Schulz stated he would also like to better understand the percentage of occupancy. He wanted to better understand how often the space was being used and the cost to use this space. He commented the Council may need to consider a budget transfer to cover the seniors wear and tear on the space.

Hultstrom reported she had a conversation with Dee Bonn, and Bonn reported the space was not typically clean prior to her holding Jazzercise classes each Monday. She stated Ms. Bonn had brought this concern to staff's attention. She explained she supported raising the rates for non-Osseo users by \$10, but recommended the Council and staff consider a better way to ensure the space is cleaned.

Schulz indicated this was a concern to him and questioned why staff had not addressed this issue. Grams explained he was certain staff was checking the space on Mondays.

Hultstrom asked if the Community Center had janitorial staff. Grams indicated the Community Center was cleaned on Tuesdays, Thursdays, and the weekends, but noted the contract did not include cleaning after special events at the Community Center.

Johnson suggested the weekend rental hours at the Community Center be from 6:00 a.m. to 12:00 p.m., 12:00 p.m. to 6:00 p.m. and then from 6:00 p.m. to 12:00 p.m. He proposed the morning hours be less than the afternoon/evening hours.

Council directed staff to investigate the rental rates charged by adjacent communities for rental space, to calculate the Community Center occupancy rate, and to report back to the Council.

Maple Grove Community Center Room Rentals

<https://www.maplegrovern.gov/community-center/parties-rentals/meeting-room-rentals>

Features

Rooms vary to accommodate 15-40 people. Portable walls provide flexibility for accommodating larger functions. Rooms are scheduled on an hourly basis.

Table Setup

Meeting options: 6 foot tables in a square, theater (rows) or "U" which is confirmed upon scheduling your room rental.

Party options: Rows of table with chairs around, 1-2 extra tables for food and beverage, gifts.

Decorations

No tape or adhesives on walls or furnishings allowed. We will provide hooks, magnets or other accessories.

Food/Beverage

Bring your own food or schedule snacks with us (coffee, pop, juice, muffins and cookies) when scheduling the room.

Reservation Process

Full payment is due at the time of booking. VISA, Mastercard and Discover cards are accepted.

Meeting room cancellations require a thirty (30) day notice to receive a refund.

Please, NO RED BEVERAGES.

Meeting Room Rental Hours

Monday - Friday	Saturday	Sunday
6:00 a.m. - 10:00 p.m.	8:00 a.m. - 10:00 p.m.	12:30 p.m. - 10:00 p.m.

Fees Earlier morning meeting room special of \$10.00 per hour for meetings scheduled Monday - Friday between 6:00 a.m. - 10:00 a.m.

Non-Resident	Resident
\$35.00/hour	\$30.00/hour

Equipment Rental Fees*

Tri Pod Easel with no white board
Easel with white board and pad
Overhead projector
Slide projector with one carousel
Television (DVD player available upon request)
Polycom speaker phone
LCD projector

Fee Per Day

Free
\$15.00
\$15.00
\$15.00
\$25.00
\$25.00
\$50.0

*Add 7.275% sales tax

4-hour rental

Resident

\$120/\$40 in a.m.

Nonresident

\$140/\$40 in a.m.

\$10/hr between 6-10 am, Mon-Fri.

Brooklyn Park Community Center

<https://www.brooklynpark.org/special-events/>

Room rental rates

Prices do not include tax.

Room	Capacity	Day	Resident fee	Non-resident fee
Gardenview Room	250	Sunday through Thursday	\$350	\$400
Gardenview Room	250	Friday (10 a.m. to 12:30 a.m.)	\$700	\$850
Gardenview Room	250	Saturday (10 a.m. to 12:00 a.m.)	\$800	\$950
Grand Room, full	375	Sunday through Thursday	\$600	\$700
Grand Room, full	375	Friday (10 a.m. to 12:30 a.m.)	\$800	\$950
Grand Room, full	375	Saturday (10 a.m. to 12:30 a.m.)	\$900	\$1,100
Grand Room, 2 rooms	250	Sunday through Thursday	\$130 per hour	\$200 per hour
Grand Room, 1 room	125	Sunday through Thursday	\$60 per hour	\$80 per hour
Community Conference Room	12	All days	\$25 (all day)	\$35
Arena 1 Meeting Room	25	All days	\$30 (all day)	\$40

Kitchen cleaning/damage deposit

Kitchen is available to licensed caterers only. \$250 deposit.

4-hour rental

Resident	Nonresident
\$240	\$320

Brooklyn Park City Hall Conference Rooms

4-hour rental

No charge

Subject to use restrictions, availability, and priority

<https://www.brooklynpark.org/city-government/reserving-conference-rooms/>

The City of Brooklyn Park encourages the public to use conference rooms at City Hall at no charge according to the following policies and procedures. Rooms are not available on Fridays, weekends or City holidays.

Room letter	Room Name	Maximum capacity (people)	Day and times available
A	Kakata	15	Monday through Thursday, 5 p.m. to 10 p.m.
B	Brooklyn Township	25	Monday through Thursday, 5 p.m. to 10 p.m.
C	Steve Lampi	30	Monday through Thursday, 5 p.m. to 10 p.m.
D	Council Chambers	80	Monday through Thursday, 5 p.m. to 10 p.m.

Priority order

The City of Brooklyn Park gives scheduling priority to Brooklyn Park official groups. The City Council, official advisory boards, commissions, and city staff have first priority to use these rooms.

All other groups are welcomed based on the priorities listed below (1 through 6).

Priority order	Category and description
1	City Functions: Activities, meetings, or events that serve a city function in the normal course of business as authorized by a department director or the City Manager
2	Homeowners Associations (HOA) or neighborhood groups: Rates apply for Brooklyn Park based HOAs and neighborhood groups. Those outside the city would fall under non-profit/government agency rate.
3	Community-based organizations: Organizations that operate independently from the City and are representative of the Brooklyn Park community or a significant segment of a community, and is engaged in meeting human, educational, environmental, cultural, civic engagement, public safety and supports the city's goals.
4	Nonprofits or Government Agencies
5	Political parties or campaigns
6	Businesses: Meeting only (no sales or promotions)

Specific use

- You cannot use any conference room for religious worship services, commercial enterprises, private events, cooking, any form of gambling, dances, craft projects, or other similar events.
- Your group must have adult leadership and supervision. Brooklyn Park considers the permit applicant responsible for the group's conduct.
- You must return the room to its original state or better before leaving the premises.
- You cannot move furniture to/from another part of the building.
- You cannot bring food, but you can bring light snacks such as crackers, cookies, etc. If city staff is present at your meeting, they can determine if other food is permitted, but they are responsible for arranging proper waste disposal.
- Only city staff can use the technology in the room. If city staff is present at your meeting, they can use it and are responsible for it.
- City Hall is a smoke-free facility. You cannot smoke or vape inside the building.

CHAMPLIN COMMUNITY CENTER MEETING FACILITY RENTAL FEES

<https://ci.champlin.mn.us/parks-and-recreation/community-rental-space/>

RATES BASED ON PER HOUR UNLESS NOTED OTHERWISE

4-hour rental	
Resident	Nonresident
\$220/\$140 nonprofit	\$260/\$220 nonprofit

Rental Space	Capacity	Resident	Non-Resident	Nonprofit/Civic Resident	Nonprofit/Civic Non-resident
Ice Forum Small Meeting Room	~25	\$25	\$30	\$23	\$28
Ice Forum Large Meeting Room	~50	\$35	\$40	\$33	\$38
Community Center Upstairs	75	\$55	\$65	\$35	\$55
Community Center Downstairs	25	\$35	\$45	\$25	\$35
Public Works Large Room	~8	\$35	\$45	\$25	\$35
Public Works Small Room	~25	\$15	\$20	\$10	\$15

[CHAMPLIN COMMUNITY CENTER UPSTAIRS AMENITIES](#)

KITCHEN AREA SINK, OVEN TO HEAT, MICROWAVE

TABLES & CHAIRS SEATS APPROXIMATELY 50 PEOPLE

UPSTAIRS CAPACITY 75

Crystal Community Center

4-hour rental

<u>Resident</u>	<u>Nonresident</u>
\$128 weekday	\$160 weekday
\$160 weekend	\$200 weekend

<http://parksrecreation.hosted.civicle.com/cms/One.aspx?portalId=11785244&pageId=12812137>

Forest Room & Valley Room (10-50 people)

2019 Rates:	Weekday	Weekend
Resident	\$32/hour	\$40/hour
Non-resident	\$40/hour	\$50/hour

*These rates do not include TAX

Crystal (50-100 people)

2019 Rates:	Weekday	Weekend
Resident	\$40/hour	\$48/hour
Non-resident	\$50/hour	\$60/hour

*These rates do not include TAX

Rental Food & Beverage Policy

To ensure a high quality of consistent service, the City of Crystal has a preferred catering list with the Lookout, Chuckwagon, Lynde's and Mi Vals as the food and beverage providers for events over 100 people at the CCC. Information on menus and costs are available upon request from the CCC facility coordinator, or by following the links to each preferred caterer.

Rentals serving wine or beer at their event (regardless of attendance) must use a caterer off our preferred list.

Rentals fewer than 100 people, and not serving beer and wine, can bring homemade food to their event.

All events that are open to the public must obtain a Hennepin County Itinerant Food License, which is obtained through the Hennepin County Health Department.

New Hope Ice Arena Meeting Space Rental

4-hour rental	
Resident	Nonresident
\$185 (<50 people)	\$215 (<50 people)
\$360 (50-100 people)	\$410 (50-100 people)

https://www.newhopemn.gov/city_hall/parks_and_recreation/ice_arena/rental_information

The Community Room is available for parties, anniversaries, business meetings, wedding receptions and other events. It can accommodate groups of up to 100 people. The room features a kitchenette with refrigerator, microwave, range and coffee pot. A unisex restroom is located nearby. For reservations call 763-531-5181.

Groups of less than 50 people:

- Residents: \$140 for a three-hour minimum (\$45 for each additional hour or partial hour)
- Nonresidents: \$165 for a three-hour minimum (\$50 for each additional hour or partial hour)
- Rental Deposit: A deposit equal to 50% of the total rental fee is due one week prior to the reservation.
- Damage Deposit: A \$200 damage deposit is required.
- If alcohol is served, an additional fee of \$75 per hour will be charged for security.

Groups of 50 to 100

- Residents: \$360 for up to six hours (\$50 for each additional hour or partial hour)
- Nonresidents: \$410 for up to six hours (\$55 for each additional hour or partial hour)
- Rental Deposit: A deposit equal to 50% of the total rental fee is due one week prior to the reservation.
- Damage Deposit: A \$200 damage deposit is required.
- If alcohol is served, an additional fee of \$75 per hour will be charged for security.

Hybrid Flooring at Brookview in Golden Valley





City of Osseo City Council Work Session Meeting Item

Agenda Item:	Updated Policies
Meeting Date:	June 24, 2019
Prepared by:	LeAnn Larson, City Clerk
Attachments:	Excerpts from Council Minutes of 1/28/19 and 2/25/19 Travel Policy, adopted 2/25/19 Purchasing Policy, adopted 3/14/16 Credit Card Policy, adopted 2/23/2015 Competitive Bidding Law information

Background: There is some confusion with the language in the City Travel, Purchasing, and Credit Card policies.

The recently updated Travel Policy (excerpts from Council meetings attached) outlines approval to attend conferences/workshops/seminars by staff should be done in advance. However, the Purchasing Policy (attached) allows the following: "All training/conference courses over \$100 must be approved by Council in advance." **Does the Council want the Purchasing Policy updated to match the Travel Policy?**

Then, the Purchasing Policy allows for "...purchases and contracts from approved vendors not exceeding \$2,000 for a single purchase by Public Works and \$1,000 for all other departments...". However, the Credit Card Policy (attached) authorizes card purchasing limits to be \$3,000 for the Public Services (Works) Director and \$2,000 per card for all other users." **Does the Council want the policies to match each other for thresholds, or allow a credit card purchase different from another type of purchase?**

The Purchasing Policy also states on page 2, "The City shall follow MN Statutes under contracting bid laws." The contract bidding laws changed in 2018 (see attached Competitive Bidding Law information). **Does the Council want to be in compliance with state law for contract purchasing?** Staff will seek clarification from City Attorney Mary Tietjen on how to word this portion of the Purchasing Policy depending on Council direction.

Next step:

Changes in any policy will be brought to a future Council meeting for approval. Thank you.

Excerpt from 1/28/19 Council Minutes:

B. APPROVE UPDATE TO CITY TRAVEL AND TRAINING POLICY

Grams explained the last version of the City Travel and Training policy was approved in 2013. Since then, the EDA has taken a more active role in participating in various training opportunities that might require pre-approval and potential travel expenses. Because of this, it's a good time to review and update the Travel and Training Policy.

Grams reported the major changes in this new version is the inclusion of the EDA and Planning Commission members for any travel or training requests. The policy is meant to cover all City Staff, Councilmembers, EDA members, and Planning Commission members. The updated policy defines how staff and elected officials should go about obtaining pre-approval of training expenses. In order to standardize the process, all Staff and elected officials will be required to use a Travel and Training Request Form. This will serve as the "agenda item" in cases where approval is required at the EDA or Council level.

Grams commented the other major change in the updated policy relates to the Police Department and requesting training expenses. Chief Mikkelson recently approached Grams to discuss updating the policy to allow for more leeway for the Police Department when it came to obtaining pre-approval of training expenses. Because of the nature of their position, Police Officers require a lot of training. There are times where the Police Chief has to try and hold a spot in a particular training for one of his officers and wait for the next Council meeting for approval. However, because many of the trainings only have limited number of attendees, there is a fear of missing out or getting bumped out of certain training opportunities because of the waiting period for Council approval.

Stelmach requested further comment from the Police Chief regarding this policy. Police Chief Mikkelson stated he has a training budget of \$16,500 each year. He commented on the numerous types of training sessions his officers have to attend on a yearly basis. He explained the mandated training sessions were not held often and had to be attended every three years. He stated the cost was typically over \$100 per session and reported he was missing out on training events for his officers because he needed prior Council approval.

A motion was made by Hultstrom, seconded by Johnson, to waive Council approval for all mandatory Police Department training expenses.

Stelmach stated he supported the Police Chief in his efforts, but he believed this was an incredibly large blank check for the Council to offer. He indicated he would not be able to support the motion on the floor.

Schulz questioned if the Council could statutorily waive approval of an expense. He agreed this was a huge blank check concern and he could not support this much authority being granted to any department head.

The motion failed 1-4 (Johnson, Schulz, Stelmach, and Mayor Poppe opposed).

Schulz commented on the proposed policy and understood training sessions were necessary for some staff members. He feared that some of the language was too narrow and recommended the red-line language read: cover any City elected or appointed employees. He recommended the City reconsider allowing employees to purchase a meal using their best judgement.

Schulz commented on the Police Department training and noted he spoke with the Chief regarding this matter. He understood the Chief needed more latitude and suggested the Chief submit a list or schedule of training events on quarterly basis for consideration and approval by the Council. He understood that new officers required a great deal of training but stated he wanted the Chief to create

a document for Council consideration. He stated this same document could be created by the Public Works Department. Police Chief Mikkelsen explained it would be difficult to create a quarterly document because some of the trainings come up monthly and not six months in advance. In addition, he stated the cost for these training events differed.

Schulz stated he did not want this document to just single out the Police Department. Police Chief Mikkelsen commented that would be beneficial to his efforts given the amount of training his officers are required to attend on a yearly basis. He stated he could create a list but anticipated it would not be very specific. He explained at times specialty training comes up that he would like his officers to attend.

Schulz supported the Chief having enough leeway to get into special training events so long as the items are within his budget. He recommended the training events then be approved under Accounts Payable. Grams suggested the Council table action on this policy to allow staff time to rewrite the policy based on the Council's recommendations.

Stelmach asked if the \$100 threshold language should remain in the document. Grams stated this was old language that was written in 2013.

Schulz supported this language being removed.

Grams asked if elected and appointed officials training should be treated differently than City staff. Poppe anticipated all training for officials was known in advance and could be planned for accordingly.

Grams questioned how the City should manage unknown training events. Further discussion ensued regarding how to manage situations like a recent EDA van trip.

A motion was made by Schulz, seconded by Stelmach, to table action on the City Travel and Training Policy to the February 11 City Council meeting. The motion carried 5-0.

Excerpt from 2/25/19 Council Minutes:

9. OLD BUSINESS

A. APPROVE UPDATED TRAINING AND TRAVEL POLICY

Grams stated at the January 28 Council meeting the Council reviewed and discussed a draft of an updated Travel and Training Policy. Council developed several suggested changes to the policy which have been incorporated into the draft policy. Further edits have been made by Staff and City Attorney Tietjen in order to provide clarity and better understanding of the policy.

Grams explained the policy is intended for all City Employees and any City Elected or Appointed individual (referred to as "Officials" in the policy) and explains the process for obtaining prior authorization from the City Council or EDA for training opportunities or any time travel expenses are incurred while on official City business.

Stelmach thanked staff for all of their efforts on this document.

A motion was made by Schulz, seconded by Hultstrom, to approve the updated Travel and Training Policy. The motion carried 5-0.

City of Osseo

Travel Policy for Employees & All Elected and Appointed Officials

Purpose:

To provide uniform guidelines for attendance at conferences/workshops/seminars and expenses related to such attendance. This policy shall cover all City Employees and all Elected and Appointed Officials (referred to collectively as "Officials" in this policy) of the City.

Request:

Any person requesting approval to attend a conference/workshop/seminar must complete the Travel Request Form and submit it, along with appropriate backup material, to the City Administrator at least fifteen (15) days in advance of the date of the event.

Approval:

Approval for attendance at conferences/workshops/seminars and the like is required in advance by the City Administrator, City Council, or Economic Development Authority if there are any associated costs. After a Travel Request Form is received, the City Administrator will add it to the next regularly scheduled Council or EDA agenda under the Consent Agenda section. Employees may obtain approval for known conferences/workshops/seminars or training opportunities by submitting a list of such events to the City Administrator before the packet deadline for the first City Council meeting of the calendar year. Once approved by Council, Employees need not obtain additional approval for expenses related to those events during the calendar year.

Prepayment (Registration, Travel, Lodging):

Once the conference/workshop/seminar has been approved and the registration forms completed and necessary reservations made, the payment voucher(s) or receipt(s) if by credit card, documentation (notice of event, registration form, etc.), and approved conference form must be completed and forwarded to the Accounting Department for processing.

Reimbursements:

Reimbursement for all approved expenses not prepaid will be reimbursed at approved rates upon submittal of receipts. Receipts for reimbursement and expense reports must be submitted to the Accounting Department within ten (10) days after the person returns from the event, or by the end of the month, whichever is earlier. Should an Employee or Official be unable to attend an approved conference/workshop/seminar after registration has been made for an excused absence (as approved by the City Administrator), the individual shall not be liable for full reimbursement of registration/travel fees to the City. The Employee or Official shall make every attempt to recoup the cost of the registration/travel fee from the conference/workshop/seminar organizers whenever possible. Should an Employee or Official be unable to attend a preapproved conference/workshop/seminar for an unexcused absence, the individual shall be liable for 100% of the registration/travel fees associated with the missed conference/workshop/seminar and payment shall be made to the City of Osseo or Osseo EDA.

Meals:

Meals are reimbursed at the rate approved by this policy. Employees and Officials attending conferences/workshops/seminars outside the seven-county metropolitan area (the seven-county metropolitan area includes the counties of Ramsey, Hennepin, Washington, Anoka, Carver, Scott, and Dakota) involving an overnight stay may request reimbursement for the meals. Employees and Officials shall make every attempt to have meals that are included as part of conference or event registration;

however, if that is not an option or not available, Employees and Officials may obtain their own meals and request reimbursement at the following rates:

Breakfast - \$20; Lunch - \$25; Dinner - \$35.

Employees and Officials will be required to submit itemized receipts for such meals to the Accounting Department for reimbursement.

Lodging:

Reimbursement for hotel or motel accommodation outside the seven-county metropolitan area will be made for the actual cost of a single room at a hotel/motel that is near the event facility. If two or more persons of the same gender are traveling together, every effort should be made to share accommodations. Reservations may be made for any Employee with a City of Osseo Credit Card. If an Employee has not been issued a City Credit Card, the Employee may pay with a personal credit card and seek reimbursement upon return from the conference/workshop/seminar. Officials must pay with a personal credit card and seek reimbursement upon return from the conference/workshop/seminar. The Employee or Official must make every attempt to make reservations ahead of time so as to take advantage of potential discount rates for hotel/motel rooms in conjunction with the event.

Miscellaneous Costs:

Reimbursement for parking, tips (up to 20%), telephone calls (business, within reason), telegrams, secretarial services, etc., necessary to the performance of official business shall be permitted.

Reimbursements for the following will not be approved:

- Laundry, cleaning, or valet service (except trips of over one week - 5 business days)
- Tobacco
- Alcoholic beverages
- Entertainment
- Personal telephone calls to home in excess of one (1) per day
- First class travel accommodations when economy or coach class are available
- Meals and lodging in lieu of other meals and/or lodging the expense of which is included in the registration fee
- Fines, forfeitures, or penalties
- Rental vehicles except as pre-approved by the City Administrator
- Expense of a spouse or other non-City Employee
- Loss or damage to personal property
- Barber, beauty parlor, shoeshine, or toiletries
- Snacks
- Newspapers/Magazines
- Expenses determined by the City Administrator to be unreasonable, unnecessary, or excessive
- Personal postage

Travel:

To and From Conferences/Workshops/Seminars

Travel to and from approved conferences/workshops/seminars shall be reimbursed as follows :

Automobile – The given rate established by the IRS and approved by the City Council annually. The mileage to be reimbursed is the odometer reading at City Hall (415 Central Ave, Osseo MN 55369) to the

destination and return to City Hall or from the Employee's residence to the destination and return, whichever is less.

Air Fare (Coach if available) – Actual cost.

Train – Actual cost.

Maximum reimbursement for travel expenses shall be limited to the airfare rate. Employees choosing other modes of transportation that exceed airfare time and cost must take vacation time or PTO time for time difference, and reimbursement for travel, food, and lodging will be limited to the airfare rate and the number of days that would have been spent had air travel been used. If commercial air travel is not available, Employees will be reimbursed for actual expenses.

At Conference/Workshop/Seminar

Travel while attending approved conferences/workshops/seminars shall be reimbursed as follows :

Taxi Cab, Uber, Lyft, or similar – Actual cost.

Rental Vehicle – Reimbursements will be actual costs for the vehicle for mileage related to the conference/workshop/seminar. Additional mileage incurred for recreational outings shall be the responsibility of the Employee or Official. Rental vehicles will be allowed when deemed necessary, with prior approval by the City Administrator.

Bus – Actual cost.

Report:

Officials are required to submit a short report explaining the nature of the event and why it is important to the City of Osseo or the Osseo EDA. The report may be submitted to the City Administrator, which then will be forwarded to the City Council or EDA, or can be given orally during the Council or EDA reports at the next regularly scheduled City Council or EDA meeting.

Adopted by the Osseo City Council on February 25, 2019.

Duane Poppe, Mayor

Riley Grams, City Administrator



City of Osseo

415 Central Avenue

Osseo, MN 55369-1195

P 763.425.2624 F 763.425.1111

Purchasing Policy

Purpose: To provide clear and concise guidelines to its users and the assurance that public funds are dispensed according to the Minnesota Public Purpose Doctrine. The Doctrine provides for: 1) that public entities may only spend public funds if the purpose is for which tax money may be used; 2) the entity has authority to make the expenditure; and 3) that the expenditure must be proper, which means that public funds cannot be expended regardless of how desirable or commendable the purpose may be, unless there is statutory authority to do so.

Statute Authority: The City will follow specific purchasing provisions under Minnesota Statutes included in Chapters 471, 412.271, 375.18 (or as superseded).

Purchasing Process: Minnesota law provides that no order shall be issued for claims arising from the purchase of goods and services until the City Council has reviewed and approved the claim. Either the person claiming payment or the person's representative must prepare a written, itemized list of goods and services provided to the City. The claimant must also sign a declaration stating his/her claim is just and correct and that no part of it has been previously paid. The written claim is then brought to the Council for their approval. The Council may approve the claim, approve only part of the claim, or choose not to approve the claim at all.

Credit Cards: The City has authorized the use of credit cards. Please review the Credit Card Policy for its guidelines.

City Purchasing: Will be limited to the following:

- Department Heads or their designee are authorized, along with the approval of the City Administrator, to approve purchases and contracts from approved vendors not exceeding \$2,000 for a single purchase by Public Works and \$1,000 for all other Departments and will be responsible for purchasing within the Department budget guidelines.
- All other purchases must be authorized by the City Council.
- All training/conference courses over \$100 must be approved by Council in advance. A copy of your request must be attached to the invoice and submitted for payment to Finance.
- Purchases requiring signatures on contracts will be signed by the City Clerk and Mayor and will be kept in the City's central filing system. A copy should be given to Finance.

Contract Purchasing – Uniform Municipal Contracting Law: Only the Council may make contracts and price agreements on behalf of the city; individual Councilmembers, Council Committees, and City Administrative Officers do not have that authority. If a contract does not

require a tax levy higher than that allowed by law or result in indebtedness that exceeds the city's statutory debt limit, the law does not place an expenditure limit on such agreements. The Council should approve every contract by Resolution. The Mayor and the Clerk must sign and affix the City seal to the contract. As long as there is no reasonable doubt concerning the contract's legality, Officials may not, on the basis of their own judgment, refuse to execute the contract.

The City shall follow Minnesota Statutes under contracting bid laws:

- Contracts less than \$25,000: The City can purchase on the open market, but shall attempt to obtain two or more verbal quotes when possible.
- **Contracts \$25,000 - \$100,000:** The City shall use a sealed bid process or direct negotiations. Two or more bids/quotes shall be obtained in writing and kept for a period of one year.
- **Contracts greater than \$100,000:** The City must abide by the bidding law and use sealed bids.

Exemptions:

- A City does not need to comply with competitive bidding requirements when purchasing property or equipment from the Federal Government, the State, or any political subdivision of the State. The Council may authorize by Resolution an Officer or employee to enter a bid and make a down payment in connection with the bidding.
- The purchase, lease, or sale of real estate.
- Public safety equipment that is clearly and legitimately limited to a single source of supply and the contract price may be best established by direct negotiation.
- Emergency management.
- Professional services such as engineers, lawyers, architects, accountants, and refuse hauling. Request for Proposals are sufficient.
- Insurance.

Consequences for failure to follow statutory requirements can result in a voiding of the contract. Cities may have to pay for any benefits they have already received before the voiding of the contract; and a bidder may sue to recover the costs of preparing their bids if the competitive bidding process is not followed properly, but may not recover damages or attorney's fees.

Electronic Signatures: The use of electronic signatures is authorized by the City. The City's designated Officer(s) using such device for their signature authorizes the financial institutions to honor the following instruments bearing an electronic signature of his/her name:

- Checks
- Drafts
- Warrants
- Vouchers
- Check-orders on public funds.

The designated Officer(s) will not be personally liable for any loss that results from the use of his/her electronic signature if all of the following circumstances are met:

- The City Council adopts the Purchasing Policy approving the designated Officer's use of an electronic signature.
- The loss is not due to a wrongful act of the public Officer.

The City shall use an electronic signature for the Mayor and City Clerk.

Payment Process: Vendor invoices are received through the mail or electronic format. Account coding for invoices will be performed by the Department Head. Department Heads are responsible for invoices presented to them when received and are responsible for reviewing and approving all accounts payable paperwork, verifying pricing, and terms of agreements. Department Heads, or their designee, are responsible to return approved invoices and all applicable documentation to the Finance Officer for timely payment. Department Heads must explain the use of item/service, initial, and date, in ink, directly on the invoice.

The City is required to pay claims within 35 days of the receipt of the invoice (earlier for payroll withholdings). If the City is late making payment of a claim, the City must pay interest charges in accordance with Minnesota law. Interest may not apply if the City disputes the claim in good faith. Vendors must be notified of disputes within 10 days of the receipt of an invoice.

The Council authorizes the City Administrator to approve certain vendor payments prior to the Council meeting. Vendor invoices with a due date prior to the next Council meeting received after the Accounts Payable listing has been prepared for the Council packet will be processed by the Finance Officer if deemed to be in the normal course of business and payment is properly approved. The City will also consider early payments on invoices to receive discounts. In order for the prepaid written claim to be endorsed, a majority of the Council must approve the claim at the next regular Council meeting or by electronic authorization by quorum. The following expenditures may be made without prior Council approval:

- Utilities and rent.
- Other fixed charges determined under a contract that the Council has previously approved.
- Wages that have been previously set by the Council or Minnesota law.
- Payments to another public entity.
- Reimbursement of deposits held.
- Judgments.
- Principal or interest on obligations where the exact amounts have been previously fixed by contract.

The City Council will receive a complete listing of vendor payments that have been approved for payment by the City Administrator prior to the regular City Council meeting and a listing of unpaid vendor payments for authorization by the City Council at their next regular Council meeting. Checks for approved accounts payable will be mailed the day following City Council approval unless otherwise authorized.

Finance will:

- Process timely payments to vendors after submittal by Department Heads.

- Research vendor statements; investigate invoicing or payment errors, and consider earlier payments to receive discounts and avoid late fees.
- Assist Department Heads with account coding and monitoring their budget.
- Research outstanding checks that may need to be cancelled, voided or reissued.
- Issue IRS form 1099 to applicable vendors in January of the following year.
- Reconcile the bank accounts and provide financial statements to department heads on a monthly basis.

Electronic Fund Transfers: An Electronic Fund Transfer (EFT) is a formal process initiated by the City through a vendor's website for payment of a liability due. An EFT allows vendors to transfer funds from a designated City bank account to the vendor's bank account. To keep the City's exposure to a minimum, the City will only allow EFT payments to Federal, State Organizations or vendors designated by the City that have a specific purpose for an EFT payment, such as a payment for a payroll liability.

Wire Payment Transfers (ACH Transfers): Wire Payment Transfers or Automatic Clearing House (ACH) Transfers is a service provided through the banking system. An ACH Transfer will be required for all individual payroll transactions. The City will use Wire Payment Transfers or an ACH Transfer for the purpose of transferring funds between Investment Brokers and City bank accounts. ACH transfer for Vendor payments must be approved by Council.

Prepayment of Goods or Services: The City does not prepay for goods or services or utilize prepaid devices such as gift cards. If a vendor requires prepayment for goods or services authorization must be obtained from the City Council.

Other Considerations:

- The City shall make purchases only for public purpose:
 1. The activity will benefit the community as a body.
 2. The activity is directly related to functions of government.
 3. The activity does not have as its primary objective the benefit of a private interest.
- There must be specific or implied authority for the expenditure in statute.
- Travel Policy
- Credit Card Policy
- Petty Cash Policy

Approved on March 14, 2016, by the Osseo City Council.

Duane Poppe, Osseo Mayor

Riley Grams, Osseo City Administrator



City of Osseo

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

CREDIT CARD POLICY

Purpose:

The City has the authority to make purchases using credit cards under Minnesota Statute §471.382. This policy is implemented to follow the statutory requirements and good management practices with internal controls.

Policy Statement:

The City establishes the following policies for issuance and use of credit cards:

1. The City Council shall pre-authorize the use of credit cards to employees to make purchases. Cardholders must sign an agreement form to use city credit cards prior to their use. The City Council authorizes card purchasing limits to be \$3,000.00 for the Public Services Director and \$2,000.00 per card for all other users.
2. Credit card use by City employees is restricted to purchases for the City and must serve a public purpose.
 - a. No personal use of the credit card is permitted. Cardholders who make credit card purchases not approved by City Council will become personally responsible for the amount of the purchase and may be subject to disciplinary action.
 - b. No credit card shall be used to obtain a cash advance. No cash shall be received by the user during any transaction. Any blank checks issued by the credit card company for promotional programs are prohibited and must be destroyed.
 - c. Purchases made with the credit card must be consistent with all other state laws, including the requirement that claims presented for payment must be in writing and itemized. Cardholders must provide the original receipts that consist of the vendor name, description of goods and services, date and amount to support items charged on credit card statements. Credit card charge receipts are not sufficient receipts for payment because the charge slip lacks the details of what was purchased.
 - d. Specific purchases that can be made with the credit card include office supplies, operating supplies and services, repair and maintenance, motor fuel, training and instruction, airfare, hotel and meals, small equipment and tools, or other necessary purchases for the City. Department Heads must be certain there are budgeted funds available to pay for Credit Card purchases.

- e. The City's Purchasing and Travel Policies are required to be followed with credit card purchases.
 - f. Cardholders will adhere to purchasing limits established in the City's Purchasing Policy.
3. Department heads shall review, code, and initial all supporting documents and/or invoices. The supporting documents shall then be submitted to the Finance Officer to be reconciled with the credit card statement and attached to the claim for payment and processing. The City shall not use credit cards to create a new form of debt. State statutes governing the issuance of debt by a public entity have a number of restrictions attached to the issuance of any obligation.
 4. The City shall pay off credit card charges on a monthly basis. Charges will not be paid without sufficient documentation. The City will not be responsible for interest charges accrued due to delayed submission of receipts and payment requests. The Card user will be responsible.
 5. It is the employee's responsibility to report any lost/misplaced/stolen credit cards or suspicion of unauthorized use to the Finance Officer or City Administrator immediately. The Finance Officer is required to call and deactivate the credit card as soon as the loss is realized.
 6. Any violation of this policy by employees may result in disciplinary action.

Adopted by the Osseo City Council on February 23, 2015.

Duane E. Poppe, Mayor

Douglas S. Reeder, City Administrator

471.345 UNIFORM MUNICIPAL CONTRACTING LAW.

Subdivision 1. **Municipality defined.** For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

Subd. 2. **Contract defined.** A "contract" means an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

Subd. 3. **Contracts over \$175,000.** If the amount of the contract is estimated to exceed \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Subd. 3a. **Contracts over \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 3, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 4. **Contracts exceeding \$25,000 but not \$175,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

Subd. 4a. **Contracts exceeding \$25,000 but not \$175,000; best value alternative.** As an alternative to the procurement method described in subdivision 4, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5. **Contracts \$25,000 or less.** If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 5a. **County or town rental contracts.** If the amount of a county or town contract for the rental of equipment is estimated to be \$60,000 or less, the contract may, in the discretion of the county or town board, be made by direct negotiation by obtaining two or more quotations for the rental when possible and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations shall be kept on file for a period of at least one year after their receipt.

Subd. 5b. **Water tank service contracts.** (a) A municipality may, by direct negotiation or through the solicitation of requests for proposals, enter into a multiyear professional service contract for the engineering, repair, and maintenance of a water storage tank and appurtenant facilities owned, controlled, or operated by the municipality, if the contract contains:

(1) a provision that the municipality is not required to make total payments in a single year that exceed the water utility charges received by the municipality for that year;

(2) a provision requiring that the work performed be done under the review of a professional engineer licensed in the state of Minnesota attesting that the work will be performed in compliance with all applicable codes and engineering standards; and

(3) a provision that if, at the commencement of the contract, the water tank or appurtenant facilities require engineering, repair, or service in order to bring the water tank or facilities into compliance with federal, state, or local requirements, the party contracting with the municipality is responsible for providing the engineering, repair, or service. The costs to bring the water tank or facilities into compliance must be itemized separately and charged to the municipality in payments spread over a period of not less than three years from the commencement of the contract.

(b) If the cost of a contract for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property entered into under this subdivision is estimated to meet the costs specified under subdivisions 3 and 3a, paragraph (a) applies but the municipality must use the procurement methods specified in subdivision 3 or 3a to contract for that portion of the work.

Subd. 6. Applicability of other laws. The purpose of this section is to establish for all municipalities, uniform dollar limitations upon contracts which shall or may be entered into on the basis of competitive bids, quotations or purchase or sale in the open market. To the extent inconsistent with this purpose, all laws governing contracts by a particular municipality or class thereof are superseded. In all other respects such laws shall continue applicable.

Subd. 7. Minimum labor standards. Nothing in this section shall be construed to prohibit any municipality from adopting rules, regulations, or ordinances which establish the prevailing wage rate as defined in section 177.42, as a minimum standard for wages and which establish the hours and working conditions prevailing for the largest number of workers engaged in the same class of labor within the area as a minimum standard for a contractor's employees which must be agreed to by any contractor before the contractor may be awarded any contract for the furnishing of any labor, material, supplies, or service.

Subd. 8. Procurement from economically disadvantaged persons. For purposes of this subdivision, the following terms shall have the meanings herein ascribed to them:

(a) "Small targeted group business" means businesses designated under section 16C.16.

(b) "Business entity" means an entity organized for profit, including an individual, partnership, corporation, joint venture, association, or cooperative.

Nothing in this section shall be construed to prohibit any municipality from adopting a resolution, rule, regulation, or ordinance which on an annual basis designates and sets aside for awarding to small targeted group businesses a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 9. [Repealed, 1990 c 549 s 3]

Subd. 10. Shared hospital or ambulance service purchasing. Supplies, materials, or equipment to be used in the operation of a hospital licensed under sections 144.50 to 144.56 or an ambulance service licensed under chapter 144E that are purchased or leased under a shared service purchasing arrangement whereby more than one hospital or ambulance service purchases supplies, materials, or equipment with one or more

other hospitals or ambulance services either through one of the hospitals or ambulance services or through another entity, may be purchased without regard to the competitive bidding requirements of this section, if the following conditions are met:

- (1) the hospital's or ambulance service's governing authority authorizes the arrangement;
- (2) the shared services purchasing program purchases items available from more than one source on the basis of competitive bids or competitive quotations of prices; and
- (3) the arrangement authorizes the hospital's or ambulance service's governing authority or its representatives to review the purchasing procedures to determine compliance with these requirements.

The shared services purchasing program may award contracts to more than one bidder if doing so does not decrease the service level or diminish the effects of competition.

Subd. 11. Fuel contracts for generation of municipal power. Notwithstanding the amount of the contract, any contract entered into by a municipality for the purchase of fuel required for the generation of power from municipal power plants shall be governed by subdivision 4.

Subd. 12. Procurement from rehabilitation facilities. Nothing in this section prohibits a municipality from adopting a resolution, rule, regulation, or ordinance that on an annual basis designates and sets aside for awarding to rehabilitation facilities as described in section 268A.06 a percentage of the value of its anticipated total procurement of goods and services, including construction, and which uses either a negotiated price or bid contract procedure in the awarding of a procurement contract under a set-aside program as allowed in this subdivision, provided that any award based on a negotiated price shall not exceed by more than five percent the municipality's estimated price for the goods and services if they were purchased on the open market and not under the set-aside program.

Subd. 13. Energy efficiency projects. The following definitions apply to this subdivision.

(a) "Energy conservation measure" means a training program or facility alteration designed to reduce energy consumption or operating costs and includes:

- (1) insulation of the building structure and systems within the building;
- (2) storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat absorbing or heat reflective glazed and coated window and door systems, additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption;
- (3) automatic energy control systems;
- (4) heating, ventilating, or air conditioning system modifications or replacements;
- (5) replacement or modifications of lighting fixtures to increase the energy efficiency of the lighting system without increasing the overall illumination of a facility, unless an increase in illumination is necessary to conform to the applicable state or local building code for the lighting system after the proposed modifications are made;
- (6) energy recovery systems;
- (7) cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a building or complex of buildings;
- (8) energy conservation measures that provide long-term operating cost reductions; and

(9) water metering devices that increase efficiency or accuracy of water measurement and reduce energy use.

(b) "Guaranteed energy-savings contract" means a contract for the evaluation and recommendations of energy conservation measures, and for one or more energy conservation measures. The contract must provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time, but not to exceed 20 years from the date of final installation, and the savings are guaranteed to the extent necessary to make payments for the systems.

(c) "Qualified provider" means a person or business experienced in the design, implementation, and installation of energy conservation measures. A qualified provider to whom the contract is awarded shall give a sufficient bond to the municipality for its faithful performance.

Notwithstanding any law to the contrary, a municipality may enter into a guaranteed energy-savings contract with a qualified provider to significantly reduce energy or operating costs.

Before entering into a contract under this subdivision, the municipality shall provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

Before installation of equipment, modification, or remodeling, the qualified provider shall first issue a report, summarizing estimates of all costs of installations, modifications, or remodeling, including costs of design, engineering, installation, maintenance, repairs, or debt service, and estimates of the amounts by which energy or operating costs will be reduced.

A guaranteed energy-savings contract that includes a written guarantee that savings will meet or exceed the cost of energy conservation measures is not subject to competitive bidding requirements of section 471.345 or other law or city charter. The contract is not subject to section 123B.52.

A municipality may enter into a guaranteed energy-savings contract with a qualified provider if, after review of the report, it finds that the amount it would spend on the energy conservation measures recommended in the report is not likely to exceed the amount to be saved in energy and operation costs over 20 years from the date of final installation if the recommendations in the report were followed, and the qualified provider provides a written guarantee that the energy or operating cost savings will meet or exceed the costs of the system. The guaranteed energy-savings contract may provide for payments over a period of time, not to exceed 20 years.

A municipality may enter into an installment payment contract for the purchase and installation of energy conservation measures. The contract must provide for payments of not less than 1/20 of the price to be paid within two years from the date of the first operation, and the remaining costs to be paid monthly, not to exceed a 20-year term from the date of final acceptance.

A municipality entering into a guaranteed energy-savings contract shall provide a copy of the contract and the report from the qualified provider to the commissioner of commerce within 30 days of the effective date of the contract.

Guaranteed energy-savings contracts may extend beyond the fiscal year in which they become effective. The municipality shall include in its annual appropriations measure for each later fiscal year any amounts payable under guaranteed energy-savings contracts during the year. Failure of a municipality to make such an appropriation does not affect the validity of the guaranteed energy-savings contract or the municipality's obligations under the contracts.

Subd. 14. **Damage awards.** In any action brought challenging the validity of a municipal contract under this section, the court shall not award, as any part of its judgment, damages, or attorney's fees, but may award an unsuccessful bidder the costs of preparing an unsuccessful bid.

Subd. 15. **Cooperative purchasing.** (a) Municipalities may contract for the purchase of supplies, materials, or equipment by utilizing contracts that are available through the state's cooperative purchasing venture authorized by section 16C.11. For a contract estimated to exceed \$25,000, a municipality must consider the availability, price and quality of supplies, materials, or equipment available through the state's cooperative purchasing venture before purchasing through another source.

(b) If a municipality does not utilize the state's cooperative purchasing venture, a municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or competitive quotations.

Subd. 16. **Reverse auction.** Notwithstanding any other procedural requirements of this section, a municipality may contract to purchase supplies, materials, and equipment using an electronic purchasing process in which vendors compete to provide the supplies, materials, or equipment at the lowest selling price in an open and interactive environment. A municipality may not use this process to contract for services, as defined by section 16C.02, subdivision 17, or a service contract, as defined by section 16C.02, subdivision 7a. Nothing in this subdivision must be construed to prohibit a municipality from adopting a resolution, rule, regulation, or ordinance relating to minimum labor standards under subdivision 7, or procurement from economically disadvantaged persons under subdivision 8.

Subd. 17. **Electronic sale of surplus supplies, materials, and equipment.** Notwithstanding any other procedural requirements of this section, a municipality may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process in which purchasers compete to purchase the surplus supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

Subd. 18. **Electronic bidding.** Notwithstanding any other procedural requirements of this section, vendors may submit bids, quotations, and proposals electronically in a form and manner required by the municipality. A municipality may allow bid, performance, or payment bonds, or other security, to be furnished electronically.

Subd. 19. **Town road construction and maintenance.** Notwithstanding any other procedural requirements of this section, a town may contract for the construction or maintenance of a town road by agreeing to the terms of an existing contract between a vendor and a county for road construction or maintenance on an adjoining road if the existing county contract was made in conformance with all applicable procedural requirements.

Subd. 20. **Solicitations to small business enterprises or veteran-owned small businesses.** A contract, as defined in subdivision 2, estimated not to exceed \$250,000 may be made pursuant to the provisions of subdivision 4 provided that a business that is directly solicited is: (1) certified as a small business enterprise by a county designated small business certification program; or (2) certified by the commissioner of administration as a small business that is majority-owned and operated by a veteran or a service-disabled veteran. This subdivision applies only to county boards.

History: 1969 c 934 s 1; 1973 c 123 art 5 s 7; 1973 c 226 s 1,2; 1974 c 510 s 1; 1977 c 182 s 1-3; 1980 c 462 s 4; 1983 c 42 s 1-3; 1983 c 301 s 211; 1984 c 413 s 1; 1985 c 172 s 129; 1Sp1985 c 13 s 347; 1986