



Osseo City Council Meeting

AGENDA

REGULAR MEETING
Monday, January 10, 2022
7:00 p.m., Virtual Meeting

MAYOR: DUANE POPPE | COUNCILMEMBERS: JULIANA HULTSTROM, HAROLD E. JOHNSON, LARRY STELMACH, ALICIA VICKERMAN

1. **Call to Order**
2. **Roll Call** [quorum is 3]
3. **Pledge of Allegiance**
4. **Approval of Agenda** [requires unanimous additions]
5. **Consent Agenda** [requires unanimous approval]
 - A. Receive EDA Minutes of December 13, 2021
 - B. Approve Council Minutes of December 13, 2021
 - C. Receive Planning Commission Minutes of December 20, 2021
 - D. Approve Ehlers Disclosure Rate Schedule for 2022
 - E. Accept IRS Mileage Rate of 58.5 Cents for Business Miles Driven
 - F. Receive November Lions Club Gambling Report
 - G. Receive November Hockey Association Gambling Report
 - H. Receive December Building Report
 - I. Receive December American Legion Gambling Report
 - J. Approve Osseo/Maple Grove American Legion Riders Gateway Sign Fee Waiver
 - K. Consider Statutory Tort Limits for City's Liability Coverage in 2022
 - L. Approve Hire of Part-Time Officer Daniel Misgen
6. **Matters from the Floor**

Members of the public can submit comments online at www.DiscoverOsseo.com/virtual-meeting
7. **Special Business**
 - A. Support a Respectful Workplace (Resolution)
 - B. Accept Donations (Resolution)
8. **Public Hearings**
9. **Old Business**
 - A. Approve Agreement with Element Technologies for City IT Services (Resolution)
10. **New Business**
 - A. Approve EDA Actions of January 10, 2022
 - B. Approve First Reading and Adoption of Ordinance Amendment to Re-zone to Highway Commercial North
 - C. Approve the Conditional Use Permit Application for 431 3rd St SE (Resolution)
 - D. Approve Supporting the Minnesota Health Plan and Federal Medicare for All Act – Joel Sipress, former Duluth City Councilmember (Resolution)

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

- E. Approve 2022 Official Council Appointments (Resolution)
- F. Approve 2022 Citizen Appointments (Resolution)
- G. Approve 2022 City Appointments and Designations (Resolution)
- H. Summary of Closed Session on December 13, 2021
- I. Approve Accounts Payable

11. Administrator Report

12. Council and Attorney Reports

13. Announcements

City Hall Closed Martin Luther King Jr. Day, Monday, January 17

Commission Members Needed

14. Adjournment

**OSSEO ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
December 13, 2021**

1. ROLL CALL

President Poppe called the regular meeting of the Osseo Economic Development Authority to order at 6:00 p.m., Monday, December 13, 2021.

Members present: Teresa Aho, Deanna Burke, Harold E. Johnson, Sherry Murdock, Duane Poppe, Larry Stelmach, Alicia Vickerman.

Members absent: None.

Staff present: Executive Director Riley Grams and City Attorney Mary Tietjen.

Others present: None.

2. APPROVAL OF AGENDA

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

3. APPROVAL OF MINUTES – NOVEMBER 8, 2021

A motion was made by Murdock, seconded by Johnson, to approve the minutes of November 8, 2021, as presented. The motion carried 7-0.

4. MATTERS FROM THE FLOOR – None.

5. PUBLIC HEARINGS – None.

6. ACCOUNTS PAYABLE

Grams presented the EDA Accounts Payable listing.

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

7. OLD BUSINESS

A. APPROVE 2022 EDA BUDGET

Grams stated each year the EDA sets its own fiscal budget for the following year. The budget is usually approved during the last meeting of the year in December. Staff reviewed the proposed EDA budget. The EDA discussed the first draft of the 2022 budget at the November 8 meeting. Time was short that evening, so there wasn't much discussion about the budget. Additionally, there were no other comments or questions regarding the 2022 budget after the November 8 meeting. Any proposed changes to the budget should be discussed. A motion should be made to approve the 2022 EDA budget.

A motion was made by Johnson, seconded by Burke, to approve the 2022 EDA budget as presented. The motion carried 7-0.

8. NEW BUSINESS

A. REVIEW 2022 EDA CALENDAR

Grams reviewed the scheduled meetings for the Osseo Economic Development Authority for 2022 (please note that all EDA meetings will begin at 6:00 PM and be held virtually until otherwise noted):

Monday, January 10	Monday, February 14
Monday, March 14	Monday, April 11
Monday, May 9	Monday, June 13
Monday, July 11	Monday, August 8
Monday, September 12	Monday, October 10
Monday, November 14	Monday, December 12

Grams reported the EDA Commission will elect Officers at the January meeting. Elections for the following positions will be conducted: President, Vice-President, Secretary, Treasurer, Assistant Treasurer, and Executive Director.

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

Grams thanked everyone for a great 2021 and stated he looked forward to 2022. He wished everyone a safe and happy holiday season.

City Attorney Tietjen wished everyone safe holidays and a happy new year.

Burke wished everyone happy holidays and stated she looked forward to seeing everyone again in 2022.

Murdock wished everyone a Merry Christmas and Happy New Year.

Aho wished everyone happy holidays. She reported Small Business Saturday was a tremendous success this year and she thanked the community for their tremendous support.

Vickerman wished everyone happy holidays.

Johnson encouraged people to wear their masks and be safe this holiday season.

Stelmach wished everyone happy holidays and stated he looked forward to working with everyone in 2022. He discussed the feedback he received regarding Small Business Saturday and explained he would like to further discuss this in January.

10. ADJOURNMENT

A motion was made by Murdock, seconded by Aho, to adjourn at 6:12 p.m. The motion carried 7-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

Unapproved

**OSSEO CITY COUNCIL
REGULAR MEETING MINUTES
December 13, 2021**

1. CALL TO ORDER

Mayor Duane Poppe called the regular meeting of the City Council to order at 7:02 p.m. on Monday, December 13, 2021. Due to the COVID-19 pandemic this meeting was held virtually.

2. ROLL CALL

Members present: Councilmembers Juliana Hultstrom (joined the meeting at 7:03 p.m), Harold E. Johnson, Larry Stelmach, Alicia Vickerman, and Mayor Duane Poppe.

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

Others present: Lee Gustafson – WSB, and Jessica Cook – Ehlers & Associates.

3. PLEDGE OF ALLEGIANCE

Poppe led the Pledge of Allegiance.

4. APPROVAL OF AGENDA [Additions - Deletions]

Poppe asked for additions or deletions to the Agenda.

Grams requested the addition of Item 10Q - Approve Memo of Agreement to Participate in National Opioid Settlement.

A motion was made by Stelmach, seconded by Hultstrom, to accept the Agenda as amended adding Item 10Q- Approve Memo of Agreement to Participate in National Opioid Settlement. A roll call vote was taken. The motion carried 5-0.

5. CONSENT AGENDA

- A. Approve Work Session Minutes of November 22
- B. Approve Council Minutes of November 22
- C. Approve Work Session Minutes of November 29
- D. Approve 2022 Council, EDA, and Planning Commission Meeting Schedule
- E. Approve 2022 Pay Increases for City Staff
- F. Approve 2022 Pawn License for Osseo Pawn LLC
- G. Approve 2022 Agreement with Minute Maker Secretarial Services
- H. Approve WSB Rates for 2022
- I. Receive October Hockey Association Gambling Report
- J. Receive November Building Report
- K. Accept Resignation of Firefighter Sam Mulvaney
- L. Approve Community Center Fee Waiver for 2022 Red Cross Blood Drives

- M. Receive November American Legion Gambling Report
- N. Approve Hire of Rink Attendants – Jack Goldsmith, Jacob Wills, and Julia Finstrom
- O. Approve Hire of Seasonal Public Works – Ed Columbus and Peter Seeman
- P. Approve Termination of Firefighter Jacob Schumacher
- Q. Receive November Fire Report
- R. Receive November Fire Relief Association Gambling Report
- S. Receive Park and Recreation Minutes of December 7

A motion was made by Hultstrom, seconded by Johnson, to approve the Consent Agenda. A roll call vote was taken. The motion carried 5-0.

6. MATTERS FROM THE FLOOR – None.

7. SPECIAL BUSINESS

A. THANK YOU 2021 VOLUNTEERS

Grams read a statement thanking all the volunteers that work selflessly to make the City of Osseo the best it can be.

B. ACCEPT DONATIONS (Resolution)

Grams stated the City has received the following donations:

Donor	Amount/Item	Designated Fund
Harold E. Johnson	\$750	Beautification
Doug and Michealle Wallgren	\$250	Fire

Staff recommended the Council accept the donations.

A motion was made by Stelmach, seconded by Hultstrom, to adopt Resolution No. 2021-64, accepting donations from Harold E. Johnson and Doug and Michealle Wallgren. A roll call vote was taken. The motion carried 5-0.

8. PUBLIC HEARINGS

A. 2022 ALLEY PROJECT PUBLIC HEARING – Lee Gustafson, WSB & Associates (Resolution)

Lee Gustafson, WSB & Associates, stated the City Council approved the feasibility report for this project on November 22, 2021 and called for the improvement hearing to be held on December 13, 2021. The 2022 Alley Reconstruction Project consists of alley improvements throughout the City. Staff reviewed a map illustrating the project areas noting the allies that were included. Alley improvements consist of replacing the existing bituminous or concrete pavement with concrete pavement, minor utility improvements, and driveway and sidewalk repair. For the alley behind Dean's Supermarket, some concrete panels are proposed to be replaced. Staff commented further on the work that would be completed, discussed how the project would be funded with

assessments, and recommended the Council hold a public hearing and order the improvements.

Hultstrom requested further comment on how the project would be assessed. Mr. Gustafson discussed the proposed assessment rates noting each alley would be billed out separately based on actual project costs.

Johnson asked if the estimate that was sent out this evening was the same as the estimate presented at the improvement hearing. Mr. Gustafson reported this was the case, but that the estimates may change slightly up until the assessment hearing. He reiterated that eight different assessment rates will be figured for this project based on the actual project costs for the eight different allies. He stated the Council would hopefully benefit by going out for bids early for this project.

Stelmach questioned why several properties were not being assessed. Mr. Gustafson commented this was done intentionally, noting one of the properties was City owned.

Stelmach thanked staff for getting this project before the Council early noting this would help the City get ahead of the labor shortage.

A motion was made by Stelmach, seconded by Johnson, to open the Public Hearing at 7:33 p.m. A roll call vote was taken. The motion carried 5-0.

Grams read a comment from Kenny Nelson, 509 3rd Avenue NE, stating Mr. Nelson believed in the past the City had broken down assessments per block.

Grams read a comment he received from Matthew Martinen, 117 6th Avenue NE, noting Mr. Martinen questioned how much the new alleyway would cost and asked how a contractor would be selected. Mr. Martinen discussed how the current alleyway had failed and he would like the new contractor to provide a better base for the new alley.

Mr. Gustafson reported the alley behind Mr. Martinen's home was very old and would be improved and replaced per City standards. He commented further on the process that would be followed to approve and complete the alleyways.

A motion was made by Hultstrom, seconded by Vickerman, to close the Public Hearing at 7:38 p.m. A roll call vote was taken. The motion carried 5-0.

A motion was made by Hultstrom, seconded by Stelmach, to adopt Resolution No. 2021-65, ordering improvements, and the preparation of plans and specifications for the 2022 Alley Reconstruction Project. A roll call vote was taken. The motion carried 5-0.

B. 2022 TRUTH IN TAXATION PUBLIC HEARING

A motion was made by Hultstrom, seconded by Stelmach, to open the Public Hearing at 7:40 p.m. A roll call vote was taken. The motion carried 5-0.

Grams stated the City Council annually holds a Truth in Taxation public hearing to allow all Osseo property owners the opportunity to provide public comment on the annual

preliminary budget, which was approved by the City Council on September 13, 2021. Truth in Taxation public hearings were first enacted in 1988 in order to enhance public participation in Minnesota's property tax system. Each local Government is required to formally adopt a preliminary budget and tax levy in September each year. When the final budget is approved, the levy shall not exceed the preliminary levy. The County takes the preliminary tax levy information and computes each parcel's proposed property tax. The county uses property valuations as well. Then, each local government is required to hold a public hearing after the notices have been delivered where budget and taxing issues are discussed, and where public testimony must be allowed, prior to adopting its final levy.

Grams explained the process was enacted with a goal of improving accountability by focusing taxpayers on the relationship between budget decisions and property taxes and providing taxpayers with a greater opportunity to become involved in the local government budgeting process. Staff provided the Council with a presentation on the proposed tax levy and budget, noting property values in Osseo were at an all-time high. He discussed how the median value homeowner would be impacted by the proposed tax levy. He reported all Osseo taxpayers were invited to provide public comments relating to this process (virtually this year).

There were no comments from the public for the Truth in Taxation Public Hearing.

A motion was made by Hultstrom, seconded by Stelmach, to close the Public Hearing at 7:48 p.m. A roll call vote was taken. The motion carried 5-0.

9. OLD BUSINESS – None.

10. NEW BUSINESS

A. APPROVE EDA ACTIONS OF DECEMBER 13, 2021

Grams discussed the actions of the EDA. He noted the EDA approved accounts payable, approved the 2022 EDA budget, and reviewed the 2022 schedule of EDA meetings.

A motion was made by Johnson, seconded by Vickerman, to Confirm the EDA Actions of December 13, 2021. A roll call vote was taken. The motion carried 5-0.

B. APPROVE 2022 UTILITY RATES – Jessica Cook, Ehlers - (Resolution)

Jessica Cook, Ehlers & Associates, provided the Council with a presentation on the utility rates study and discussed the goals for the utility funds. She reviewed the conclusions and recommendations for the 2022 utility rates and asked for comments or questions.

Johnson requested clarification on the city's storm sewer rates. Ms. Cook reviewed how storm sewer fees were charged to residents.

Johnson stated he would like to see the Council discuss the storm sewer rates further at a future work session.

Poppe recommended this be discussed after all the new water meters have been installed. Ms. Cook explained she was recommending the Council complete an updated rates study in 2023.

Johnson reported the City had a large storm water expenditure coming up and questioned if this was included in the cash flow projections for 2022. Grams stated this project was included in the cash flow projections.

A motion was made by Stelmach, seconded by Vickerman, to adopt Resolution No. 2021-66, setting the water user fees in 2022 and 2023. A roll call vote was taken. The motion carried 5-0.

A motion was made by Vickerman, seconded by Stelmach, to adopt Resolution No. 2021-67, setting the sanitary sewer user fees in 2022 and 2023.

Johnson stated he would not be supporting this Resolution because he did not support the proposed rate for low end users.

A roll call vote was taken. The motion carried 4-1 (Councilmember Johnson opposed).

A motion was made by Hultstrom, seconded by Johnson, to adopt Resolution No. 2021-68, setting the storm water utility fees in 2022 and 2023. A roll call vote was taken. The motion carried 5-0.

C. APPROVE 2022 SEWER LINING PROJECT – Lee Gustafson, WSB & Associates

Lee Gustafson, WSB & Associates, stated the 2022 sanitary sewer lining project consists of reviewing approximately 34,000 lineal feet of sanitary sewer closed circuit television (CCTV) televising videos to determine which segments should be rehabilitated with a cured-in-place epoxy resin pipe liner. The proposed improvements will help reduce infiltration of rainwater and groundwater into the system, eliminate root growth at joints, and ultimately extend the serviceable life of this underground infrastructure. The sanitary sewer lines that are proposed for rehabilitation are eligible for up to \$52,762 of grant funding from the Metropolitan Council through the Inflow & Infiltration Grant Program.

Mr. Gustafson reported a similar lining project was completed in 2020 in the northeastern portion of the City. At the conclusion of this proposed project, all of the sanitary sewer lines within the City will have been cleaned, televised, and improved where necessary. The proposal from WSB includes review of CCTV televising videos and reports, development of construction documents including final plans and project specifications, bidding assistance, and construction services. All engineering and improvement costs would be funded from the City's utility fund.

A motion was made by Hultstrom, seconded by Vickerman, to approve the engineering proposal with WSB.

Johnson asked what improvements would be completed, if necessary. Mr. Gustafson stated some pipes would require lining and some would not, depending on if there

were open joints or cracks within the pipes. He reported the impact to property owners was quite minor.

A roll call vote was taken. The motion carried 5-0.

D. DESIGNATE POLLING PLACE FOR 2022 ELECTION PRECINCT (Resolution)

Grams reported Minnesota Statutes Section 204B.16 states that by December 31 of each year the governing body of each city must designate by ordinance or resolution a polling place for each election precinct. Osseo has one voting precinct, the Community Center.

A motion was made by Stelmach, seconded by Vickerman, to adopt Resolution No. 2021-69, establishing the polling place for the election precinct for the 2022 elections. A roll call vote was taken. The motion carried 5-0.

E. APPROVE NEW RESIDENTIAL RECYCLING GRANT AGREEMENT WITH HENNEPIN COUNTY (Resolution)

Grams stated Osseo has had grant agreements to encourage recycling in the City for more than 25 years. The Residential Waste Reduction and Recycling Funding Policy, as amended, established the terms and conditions for distributing funds. In June 2020, the board adopted an amendment to extend the funding policy through 2021 and authorize amendment 1 to the residential recycling grant agreement, extending the periods through December 31, 2021. The new funding policy will continue to fund city recycling programs but since the last agreement, 50% of funding has now shifted to organics recycling. The goal of this policy is to reach a 75% recycling rate by 2030.

A motion was made by Johnson, seconded by Vickerman, to adopt Resolution No. 2021-70, approving the Residential Waste Reduction and Recycling Grant Agreement with Hennepin County, expiring December 31, 2025. A roll call vote was taken. The motion carried 5-0.

F. ACCEPT ADDITIONAL ARPA FUNDS (Resolution)

Grams stated as a result of several local governments not applying for American Rescue Plan Act (ARPA) Funds by the deadline this fall, the state has distributed the unclaimed amounts to local governments that did apply for and receive ARPA funds. Without having to take any action, cities began receiving these additional payments on November 22, 2021. When cities applied for ARPA funds this summer/fall the League of Minnesota Cities and Minnesota Management and Budget recommended that cities adopt a resolution authorizing City representatives to apply for and receive ARPA funds. Adopting a resolution is not required under ARPA but doing so is an accounting/auditing best practice and many cities chose to adopt the recommended resolution. The City Council did pass such a resolution at the September 13 meeting. With the additional distribution this November, the League of MN Cities is recommending that cities adopt another resolution accounting for these funds.

A motion was made by Vickerman, seconded by Johnson, to adopt Resolution No. 2021-71, accepting an additional \$4,743.88 in ARPA funds. A roll call vote was taken. The motion carried 5-0.

G. CONSIDER FUNDING REQUEST FROM CROSS FOOD SHELF

Grams stated in August, CROSS Food Shelf reached out to the City of Osseo to request funding to support its programming using American Rescue Plan Act (ARPA) funds received by the City. CROSS is requesting \$12,000 annually for the next three years, for a total of \$36,000. According to CROSS, the funds will be used to provide basic needs and ongoing support for families impacted by the pandemic in a variety of ways. The proposed use of the requested funds would be broken up into two areas: \$33,000 for the Peace of Mind Financial Assistance program, which would provide homelessness prevention assistance to an estimated 7 families. And \$3,000 for general CROSS food programs, covering the costs of approximately 52 additional visits by residents during this difficult time.

Grams commented CROSS has also made similar funding requests from other area communities. He noted he was aware of the following requests: Staff was aware that Maple Grove approved a portion of the original funding request, Dayton denied the request, and Rogers and Corcoran have delayed their responses to the funding request until next year for further consideration. It was noted funding requests from non-profit organizations are eligible expenses for ARPA funding. He asked that the Council discuss the CROSS request and provide direction to staff.

Hultstrom stated she supported the City funding CROSS with ARPA funds in the amount requested.

Vickerman asked if the City were to set aside funds for CROSS, does this have to be something done over the course of three years or could this be done in one payment. Grams noted the Council could make a one-time payment to CROSS versus spreading this out over three years.

Johnson questioned what the City's balance of ARPA funds was at this time. Grams reported the remaining balance was \$139,000.

Johnson explained CROSS originally started in Osseo by the local churches. He noted other communities have joined this organization over time. He commented Osseo has a number of residents that have benefited by the services provided by CROSS. He reported Osseo High School has approximately 300 homeless students that were provided assistance from CROSS. He believed CROSS was one of the more worthwhile organizations the City can support.

A motion was made by Hultstrom, seconded by Johnson, to approve a total of \$36,000 to CROSS Food Shelf using City of Osseo ARPA funding in a one-time payment.

Stelmach stated he loved the idea the City would be providing a one-time payment for the ARPA funds.

Vickerman asked how the City would be expending the remaining balance of ARPA funds. Grams stated these funds would be used to cover staff time, if out on COVID leave, for masks, hand sanitizer, to support hybrid meeting support, and for the lift station or water meter project.

City Attorney Mary Tietjen discussed the paperwork that would have to be completed in order to make a contribution to CROSS from ARPA funds.

A roll call vote was taken. The motion carried 5-0.

H. APPROVE AGREEMENT WITH ELEMENT TECHNOLOGIES FOR CITY IT SERVICES (Resolution)

Grams stated the City first partnered with Element Technologies in October of 2017. Since then, Element has provided technology support and IT services to the City under the same agreement. Grams was approached by Scott Sonderby (Operations Manager for Element) earlier this year asking for the City to enter into an updated agreement for these same services. The old agreement format was no longer supported by Element, and they began to move all their clients over to their new agreements in 2021. Other than increased service costs, the base agreement with Element has remained the same without any changes in pricing.

Grams commented after discussions with the Council Risk Management Committee (Councilmembers Stelmach and Johnson), the Essential Care agreement would best serve our needs now and moving forward. The Essential Care agreement is an unlimited remote support model. Staff calls or emails the support center and a ticket is created and processed remotely. If onsite visits are needed, they will be billed at \$150/hr. Almost all our IT related issues can be handled remotely. This agreement includes monitoring and updating all desktop and laptop devices, managing our local area network, managing both the physical and virtual servers, Mimecast security software, LogMeIn software, and Crowdstrike software, as well as Microsoft Office licensing.

Grams reported the monthly cost of the new agreement is \$3,531. This is an increase of \$601 per month. The contract is automatically renewed each year with a 3% cost increase per year. This amount has been budgeted for in the 2022 draft budget. The Council Risk Management Committee has participated in meetings with Element to discuss these proposed changes, and has recommended approval of the agreement to the full Council.

Johnson expressed concern with the fact an Element Technologies employee could not work for the City of Osseo without being subject to penalty. City Attorney Tietjen reported these provisions were not out of the ordinary, but noted if there were concerns she could try to propose some revisions to this section of the services agreement.

Johnson discussed the limitation of damages language stating he would like this language reconsidered. City Attorney Tietjen agreed this language should be reconsidered and noted she could look into this agreement further.

The Council supported City Attorney Tietjen addressing the limitation of damages and right to work language further.

City Attorney Tietjen asked if this document could be postponed to January. Grams commented Element Technologies was hoping to have the document by January 1st but noted he could talk with them about the direction provided by the Council to have the document reviewed by the City Attorney.

A motion was made by Hultstrom, seconded by Johnson, to table action on the IT services agreement with Element Technologies to the January 10, 2022 City Council meeting directing staff and the Risk Assessment Committee to review the document. A roll call vote was taken. The motion carried 5-0.

I. APPROVE 2021 TECHNOLOGY UPGRADES

Grams stated each year City staff and the Risk Management Committee meet with our IT Consultant (Element Technologies) to discuss needed and planned tech upgrades to the City's overall system. He noted staff typically looks at what physical machines or systems need replacement, what security upgrades we should consider, and other IT related items. Staff reviewed the proposed upgrades in detail with the Council and recommended approval.

Johnson questioned how many computers the City owned. Grams estimated the City had 30 computers.

Hultstrom noted she did not have a City issued laptop.

A motion was made by Stelmach, seconded by Vickerman, to approve the 2021 technology upgrades. A roll call vote was taken. The motion carried 5-0.

J. APPROVE NEW LIQUOR AND TOBACCO LICENSES FOR ZR'S MAINSTREET LIQUOR, INC.

Grams stated Princeton Liquors Osseo, 341 Central Ave, is in the process of transferring ownership tentatively on January 11, 2022, to ZR's Mainstreet Liquor Inc. Mark Regan, owner and manager, submitted applications for tobacco and liquor (off sale intoxicating liquor) for the remaining license period through June 30, 2022. Staff commented further on the request and recommended approval.

A motion was made by Johnson, seconded by Stelmach, to approve the new liquor and tobacco licenses for ZR's Mainstreet Liquor Inc. with prorated fees for seven months. A roll call vote was taken. The motion carried 5-0.

K. DECLARE SURPLUS EQUIPMENT (Resolution)

Grams stated the 2016 Ford Explorer has been replaced and the 2001 Buick Lesabre was a DWI seizure. Both vehicles have clear titles that put them into City ownership. The City will have both vehicles sold at auction.

A motion was made by Stelmach, seconded by Hultstrom, to adopt Resolution No. 2021-72, declaring city property as surplus and authorizing its sale.

Johnson requested staff see if there were an alternate location to bring the cars to auction. Grams stated he would speak with Public Works Director Waldbillig regarding this matter.

A roll call vote was taken. The motion carried 5-0.

L. APPROVE REQUEST FOR PROPOSALS FOR RENTAL HOUSING INSPECTION SERVICES

Grams stated the City has long partnered with Roger Lenz, RWL Inspection Service, to conduct rental housing inspection services. Roger has decided to retire. The Council discussed available options to continue the rental housing inspection program at its May 24, 2021, work session. The general consensus at that meeting was to determine if part-time Fire Inspector Hugh Heidt would be willing to take on the rental housing inspection program only once Roger was fully ready to retire. Hugh decided that he would prefer to handle the apartment inspections and not the single family and duplex units.

Grams reported he had several discussions with the Council Risk Management Committee (Councilmembers Stelmach and Johnson) on how best to handle the program moving forward. We decided that it didn't make much sense to have multiple rental housing inspectors for a city the size of Osseo. We appreciated Hugh's willingness to learn the program and take on a part of the inspections, but ultimately it makes more sense from an administrative standpoint to have one person or one consultant handling the entire program. The Risk Management Committee has recommended that the City go out for Request for Proposal (RFP) to gather interested individuals and/or consultants to respond to the request.

Grams reviewed a draft RFP that outlines what we are looking for in the response proposals. The RFP will be published in the local newspaper, as well as on the League of MN Cities website. Proposals will be due in mid-February and will be reviewed by the City Administrator and Risk Management Committee, with a recommendation to the Council shortly after that. The hope is to have a partnered rental housing inspector in place by early summer to accommodate the 2022 rental housing inspection season.

A motion was made by Stelmach, seconded by Hultstrom, to approve the request for proposal for City rental housing inspections. A roll call vote was taken. The motion carried 5-0.

M. APPROVE PUBLIC EXPENDITURE FOR EMPLOYEE RECOGNITION (Resolution)

Grams stated cities have statutory authority to expend funds for employee recognition programs. Per the State Auditor, to expend funds for such a purpose, a city should adopt a formal employee recognition policy and/or public expenditure policy. Currently the city does not have such a policy in place. City Attorney Mary Tietjen recommends that the City Council adopt a resolution that authorizes the use of public funds for employee recognition programs, and that the city consider a more formal policy soon.

Staff will work with the City Attorney to draft such a policy and bring it forward to the Council for consideration at a future meeting. In the meantime, the Council should consider the proposed resolution that would authorize the City to use public funds on employee recognition.

A motion was made by Hultstrom, seconded by Johnson, to adopt Resolution No. 2021-73, approving certain employee appreciation events and directing the City Administrator to develop an employee recognition policy.

Stelmach thanked City Attorney Tietjen for bringing this item forward to the City Council.

Johnson recommended that flowers for funerals be included in this policy. Grams stated he would look into this further.

A roll call vote was taken. The motion carried 5-0.

N. ADOPT 2022 CITY BUDGET AND TAX LEVY (Resolution)

Grams stated after staff recommendations, Council Budget and Finance Committee recommendations, Councilmember recommendations and comments from Osseo taxpayers, he was pleased to present the 2022 City Budget and Tax Levy. The 2022 City Budget shows a fully balanced budget between expenditures and revenues. Staff commented further on the budget and tax levy, noting the proposed increases for 2022 and recommended approval.

Johnson noted for the record there was an increase to the workers' comp expense for 2022.

A motion was made by Johnson, seconded by Hultstrom, to adopt Resolution No. 2021-74, approving the 2022 City Budget and General Tax Levy. A roll call vote was taken. The motion carried 5-0.

A motion was made by Hultstrom, seconded by Stelmach, to adopt Resolution No. 2021-75, reducing debt service tax levies for 2022. A roll call vote was taken. The motion carried 5-0.

O. CLOSED SESSION – DISCUSS ANNUAL PERFORMANCE EVALUATIONS OF CITY ADMINISTRATOR

City Attorney Tietjen reported the Council HR Committee has asked to conduct a closed session review of the City Administrator performance evaluation with the entire Council. Under Minnesota Statute regarding the Open Meeting Law, after a public body meets in a closed session to evaluate the performance of an employee, the body is required to summarize the conclusions regarding the evaluation at its next open meeting. A summary of the closed session proceedings will be given at the next open meeting, on January 10, 2022.

A motion was made by Stelmach, seconded by Johnson, to adjourn the City Council meeting to a Closed Session at 9:22 p.m. A roll call vote was taken. The motion carried 5-0.

Mayor Poppe reconvened the City Council meeting at 11:13 p.m.

A motion was made by Hultstrom, seconded by Vickerman, to approve an extra 1% merit increase for a total of 3% merit increase for City Administrator Riley Grams for 2022. A roll call vote was taken. The motion carried 4-1 (Councilmember Johnson opposed).

P. APPROVE ACCOUNTS PAYABLE

Grams reviewed the Accounts Payable with the Council noting he had several additions for the Council to consider.

A motion was made by Johnson, seconded by Hultstrom, to approve the Accounts Payable as amended. A roll call vote was taken. The motion carried 5-0.

Q. APPROVE MEMO OF AGREEMENT TO PARTICIPATE IN NATIONAL OPIOID SETTLEMENT

City Attorney Tietjen requested the Council approve a Memo of Agreement to Participate in the National Opioid Settlement. Staff discussed the implications from this settlement and noted this was a housekeeping matter that would allow the City to apply for potential future grant dollars.

Johnson questioned how the grant dollars could be utilized by the City in the future.

Hultstrom stated Narcan could be purchased with grant dollars.

A motion was made by Hultstrom, seconded by Johnson, to adopt Resolution No. 2021-76, approving Participation in the National Opioid Settlement and authorizing execution of the Memo of Agreement and participation forms. A roll call vote was taken. The motion carried 5-0.

11. ADMINISTRATOR REPORT

Grams thanked the Council for another great year. He stated he appreciates the relationships he has made with each of the Councilmembers and staff members. He wished everyone a Merry Christmas, happy holidays, and happy new year.

12. COUNCIL AND ATTORNEY REPORTS

City Attorney Tietjen wished everyone happy holidays and stating she was looking forward to working with everyone in 2022.

Hultstrom thanked the Public Works Department for all of their efforts during the recent storm. She welcomed Ed and Peter, along with the rink attendants, to the team. Hultstrom wished everyone a Merry Christmas and Happy New Year.

Johnson encouraged residents to continue wearing their masks and wished everyone Happy Holidays.

Vickerman thanked all the seasonal workers for the assistance they provide the City. Vickerman reported she had a wonderful eight nights of Hannukah and she thanked the City of Maple Grove for displaying a large menorah. She wished everyone a Merry Christmas, Happy Holidays, and Happy New Year.

Stelmach wished everyone a Merry Christmas, Happy Holidays and Happy New Year. He stated he was looking forward to great things in 2022.

Poppe thanked everyone for a great year and wished everyone a happy holiday season.

13. ANNOUNCEMENTS

Poppe encouraged residents to consider donating a new, unwrapped toy to the Toys for Tots drive which would be taking place now through Thursday, December 16.

Poppe invited residents to consider volunteering for a City Board or Commission. Those interested were encouraged to contact City Hall for further information.

Poppe stated City Hall would be closed on Thursday, December 23, and Friday, December 24, for the Christmas holiday. Poppe stated City Hall would be closed on Thursday, December 30, and Friday, December 31, for the New Year's holiday.

14. ADJOURNMENT

A motion was made by Hultstrom, seconded by Vickerman, to adjourn the City Council meeting at 11:35 p.m. A roll call vote was taken. The motion carried 3-2 (Councilmembers Hultstrom and Stelmach opposed).

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

**OSSEO PLANNING COMMISSION MINUTES
REGULAR MEETING
December 20, 2021**

1. CALL TO ORDER

The regular meeting of the Osseo Planning Commission was called to order by Chair Mueller at 6:00 pm, Monday, December 20, 2021. Due to the COVID-19 pandemic this meeting was held virtually.

2. ROLL CALL

Present: Commission members Dee Bonn, Deanna Burke, Kenny Nelson, Michael Olkives, Kerstin Schulz, and Chair Ashlee Mueller

Absent: Commission member Alden Webster.

Others present: Community Management Coordinator Joe Amerman

3. APPROVAL OF AGENDA

A motion was made by Bonn, seconded by Olkives, to approve the Agenda as presented. A roll call vote was taken. The motion carried 6-0.

4. APPROVAL OF MINUTES

A. Approve June 21, 2021, Minutes

A motion was made by Schulz, seconded by Bonn, to approve the June 21, 2021, minutes. A roll call vote was taken. The motion carried 6-0.

5. PUBLIC COMMENTS

Chair Mueller advised this is the time for public comments for items that are not on the agenda for tonight's meeting. There were no comments from the public.

6. PUBLIC HEARINGS

A. Re-Zoning Permit Request for 257 5th Avenue SE Lot 8

Amerman stated the multi-tenant commercial building located 257 5th Ave SE (PID 1811921310098) is located on what are Lots 8 and 9 of Block 4, Sipe's Addition. This building has stood since at least 1986, the earliest date the city has official verification of. Despite their common commercial purpose, lots 8 and 9 were given different zoning classification at the adopt of the current zoning code in 1994. Lot 8 was designated R-1 Residential, and Lot 9 was designated Highway Commercial. This effectively split the building in half, though this difference in zoning was never enforced nor has it appeared to have much consequence. City records are unclear, but it appears that at some point shortly after the adoption of the zoning code, the lots were combined into a single parcel. However, the underlying zoning differences were never resolved. As a result the city now has a single parcel, underneath a single commercial building, split down the middle by two

different zoning districts. Recognizing that the parcel is, and has been for decades, commercial, the city is now looking to bring the zoning classification of Lot 8 in line with its actual use. Staff reported the City Attorney has recommended that the city pursue this course of action. It was noted the property owner supports this recommendation as well.

A motion was made by Bonn, seconded by Olkives, to open the Public Hearing at 6:09 p.m. A roll call vote was taken. The motion carried 6-0.

There were no comments from the public.

A motion was made by Olkives, seconded by Schulz, to close the public hearing at 6:09 p.m. A roll call vote was taken. The motion carried 6-0.

Nelson questioned why the City had not charged any money for this rezone. Amerman reported this was due to the fact the rezoning had been initiated by the City of Osseo.

A motion was made by Nelson, seconded by Olkives, to recommend approval of the Rezoning request for the property at 257 5th Avenue SE Lot 8 to the City Council. A roll call vote was taken. The motion carried 6-0.

B. Conditional Use Permit Request for 431 3rd Street SE

Amerman stated Amy Haarstad is a board-certified veterinarian specializing in the diagnosis and treatment of allergy, skin, and ear conditions in animals. After years in general veterinary practice, Dr. Haarstad opened a veterinary dermatology practice in the fall of 2017. The practice is now growing and seeking expanded space and has identified a suite of the building located at 257 5th Ave SE as an ideal location. This property is owned by Wiley Enterprises, and is also home to A to G Music, American Family Insurance, and others. To the west of the property is American Legion Post 172, to the south is Sipe Brothers-Marathon, and to the north and east are residential neighborhoods. The city has previously granted two other Conditional Use Permits for veterinary practices, both located along Central Avenue in the Central Business District (CBD). Veterinary practices are also considered conditional uses in the CBD. Staff commented further on the CUP request and recommended approval with one condition.

A motion was made by Bonn, seconded by Olkives, to open the Public Hearing at 6:16 p.m. A roll call vote was taken. The motion carried 6-0.

There were no comments from the public.

A motion was made by Olkives, seconded by Schulz, to close the public hearing at 6:16 p.m. A roll call vote was taken. The motion carried 6-0.

Mueller stated she was excited to see another Osseo graduate bringing her business to downtown Osseo. She reported Osseo was a pet friendly community.

Dr. Amy Haarstad, 431 3rd Street SE, thanked the Planning Commission for considering her request.

Bonn suggested a gravel or sand lot be installed on the side of the building for the visiting pets. Dr. Haarstad noted she had discussed this with the building owner (Wylie) and hoped to have the side of the building improved and landscaped.

Nelson questioned how many clients would be dogs. Dr. Haarstad reported her clients would be 75% dogs and 25% cats.

Nelson recommended a waste pick up sign be posted on the exterior of Dr. Haarstad's building.

A motion was made by Olkives, seconded by Schulz, to recommend approval of the CUP Amendment for the property at 431 3rd Street SE to the City Council, subject to the one (1) condition listed below. A roll call vote was taken. The motion carried 6-0.

- 1. All animals be kept inside the premises so as not to disturb the public peace.**

7. REPORTS OR COMMENTS: Staff, Chair & Commission Members

Schulz wished everyone happy holidays.

Bonn wished everyone happy holidays.

Nelson commented he had looked into information regarding climate change and reducing energy. He noted there was a passive house standard, that was developed in Germany. He discussed the benefits of installing heat pumps. He requested the Commission address this matter at a future meeting.

Nelson wished everyone a happy Christmas, winter solstice, and a Merry New Year.

Olkives requested staff speak with Commissioner Alden Webster to discuss his expiring seat. Amerman indicated a letter had been sent to Commissioner Webster and noted he would be following up with him.

Burke wished everyone a wonderful holiday.

Mueller thanked all of the residents who donated to Benedictine Living Community in Osseo.

8. ANNOUNCEMENTS

- A. 2022 Land Use Application Deadlines and Planning Commission Schedule

Amerman reviewed the 2022 Land Use application deadlines and Planning Commission meeting dates. He explained the meetings in February and June would be held on Tuesdays due to national holidays.

- B. Planning Commission Terms Expiring

Amerman commented on the Planning Commission terms that were expiring and noted the Commission would have two positions open in 2022. Those interested in serving should contact City Hall for further information.

C. City Hall Holiday Closings

Amerman reported City Hall would be closed on Thursday, December 23, Friday, December 24, Thursday, December 30 and Friday, December 31 for the holidays.

10. ADJOURNMENT

A motion was made by Olkives, seconded by Bonn, to adjourn the meeting at 6:34 pm. A roll call vote was taken. The motion carried 6-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

December 13, 2021

Riley Grams, City Administrator
City of Osseo, Minnesota
Economic Development Authority of the City of Osseo, Minnesota
415 Central Ave
Osseo, MN 55369-1194

Re: Written Municipal Advisor Client Disclosure with the City of Osseo and Economic Development Authority of the City of Osseo ("Client") Pursuant to MSRB Rule G-42

Dear Riley:

In order for Ehlers & Associates, Inc., to engage in municipal advisory activities - as defined in the Securities Exchange Act and Municipal Securities Rulemaking Board (MSRB) Rules - with you, we are required to provide certain information and disclosures in an annual written Municipal Advisor Disclosure. This letter serves as our disclosure for the period from December 13, 2021 through December 31, 2022 for any municipal advisory activities unrelated to a specific project. Under MSRB Rule G-42:

1. When providing municipal advisor advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care.
2. We have an obligation to provide written disclosure of all material conflicts of interest, including any actual or potential conflicts that might impair our ability to render advice to you in accordance with our fiduciary duty, along with our efforts to mitigate such conflicts. This information and other required disclosures are attached as **Appendix A**.

Ehlers & Associates will provide municipal advisor advice and service at the rates described in **Appendix B** unless we provide a project-specific disclosure that sets forth the amount and nature of fees and charges relative to that project's scope of engagement.

This documentation and all attached appendices will be effective during the period indicated above unless otherwise terminated by either party upon 30 days written notice to the other party.

This Municipal Advisor Disclosure will be amended or supplemented to reflect any material changes during the term of our municipal advisory relationship.

Sincerely,

Ehlers & Associates



Rebecca Kurtz
Senior Municipal Advisor/Vice President

Appendix A

DISCLOSURE OF CONFLICTS OF INTEREST/OTHER REQUIRED INFORMATION

MSRB Rule G-42 requires that a municipal advisor disclose all material conflicts of interest, whether it engages in certain business practices that could present a material conflict of interest, and any legal or disciplinary events that are material to the client's evaluation of the municipal advisor or the integrity of its management or advisory personnel. Any mitigation activities related to any conflicts must similarly be disclosed in writing.

Affiliated Entities

Ehlers Companies is the holding company for three wholly owned subsidiaries. Ehlers & Associates is a registered municipal advisor that provides municipal advisory, as well as other financial and consulting services. Bond Trust Services Corporation (BTSC), commonly referred to as "Ehlers Paying Agent Services," provides fiscal agency services. Ehlers Investment Partners, LLC (EIP), commonly referred to as "Ehlers Investments," is an SEC-registered investment adviser that provides services with respect to the investment of bond proceeds and generally investable assets. While engaged as municipal advisor by Client, Ehlers & Associates may solicit services on behalf of BTSC and EIP. If Client wishes to retain BTSC and/or EIP, a separate agreement will be provided for Client's consideration. Ehlers & Associates, BTSC and EIP do not share fees and no personnel of Ehlers & Associates are compensated for specific engagement of BTSC and EIP. However, compensation paid to personnel of Ehlers & Associates and its affiliates is based on the overall profitability of Ehlers Companies and, therefore, fees earned by the affiliates of Ehlers & Associates may affect the compensation of Ehlers & Associates personnel.

Ehlers Companies does not participate in the day-to-day operations of the Municipal Advisor. A Board director of Ehlers Companies is an executive at U.S. Bank National Association, a subsidiary of U.S. Bancorp, which may provide or seek to provide other financial services to the Client either directly or through its affiliate or subsidiary.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers & Associates does not use solicitors to secure municipal advisor engagements, nor make direct or indirect payments to obtain or retain municipal advisory engagements with Client.

Payments from Third Parties

Ehlers & Associates does not receive any direct or indirect payments from third parties as an inducement for Ehlers & Associates to recommend third-party services to Client in relation to any municipal securities transaction(s) or municipal financial product(s).

Payments/Fee-splitting Arrangements

Ehlers & Associates does not share fees with any unaffiliated parties that provide services to the Client. However, within a joint proposal with other professional service providers, Ehlers & Associates could be the contracting party, or be a subcontractor to the contracting party, resulting in a fee splitting arrangement. In such cases, the fee due Ehlers & Associates will be identified in a Municipal Advisor Disclosure or a project specific disclosure, and no other fees will be paid to Ehlers & Associates from any of the other participating professionals in the joint proposal.

Conflicts Arising from Compensation, Including Compensation Contingent on the Size or Closing of Any Transaction

The Municipal Advisor's fees may be contingent on the [size and] successful closing of a transaction. Compensation contingent on the size of a transaction presents a conflict of interest because the Municipal Advisor may have an incentive to advise the Client to increase the size of the securities issue for the purpose of increasing the Municipal Advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the Municipal Advisor may have an incentive to recommend unnecessary or unsuitable financings to the Client. In addition, if the transaction is delayed or fails to close, a Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances or alternatives that may result in the cancellation of the transaction. The Municipal Advisor shall disclose the contingent nature of any fee and Client may select an alternative form of compensation that best meets the Client's needs related to a specific engagement and agreed-upon scope of services.

If Client is concerned about conflicts arising from Municipal Advisor compensation contingent on size and/or closing of a transaction, Ehlers & Associates is willing to provide another form of municipal advisor compensation. The Client must notify Ehlers & Associates in writing of such request within 10 days of receipt of this Municipal Advisor Disclosure. Ehlers & Associates is required to uphold its fiduciary obligation regardless of the method of compensation.

Other Actual or Potential Material Conflicts of Interest

Ehlers & Associates has no other known actual or potential material conflicts of interest that might impair our duties and obligations to Client.

Material Legal or Disciplinary Events

Neither Ehlers & Associates nor any of its associated persons have been involved in any legal or disciplinary events reported on Form MA or Form MA-I, nor are there any other material legal or disciplinary events to be reported. Ehlers & Associates' application for permanent registration as a municipal advisor with the SEC was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Municipal Advisor Registration

Ehlers & Associates is registered with the SEC and MSRB.

Client may access Ehlers & Associates' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers & Associates has not made any material changes to Form MA or Form MA-I since the previous Municipal Advisor Disclosure.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. A municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with regulatory authorities is posted on the MSRB website.

Appendix B

GENERAL CONSULTING SERVICES

As part of our Municipal Advisory relationship, Ehlers & Associates ordinarily provides Client with certain ongoing services, in some cases without compensation. Examples of such services include:

- Respond to Client questions and provide general information on finance approaches available under state and federal law
- Act as a public finance resource for Client
- Provide educational and informational materials
- Provide current debt schedules for existing Client obligations.
- Answer questions pertaining to existing Client debt obligations
- Provide periodic analysis of and recommendations for refunding opportunities
- Participation in surveillance calls conducted by bond rating services.
- Preliminary Debt Issuance Planning, which may include some or all the services identified below:
 - Discuss potential projects with Client and Client's objectives relating thereto
 - Identify feasible financing option(s) suitable for Client
 - Structure possible financing option(s) and estimate the financial impact(s)
 - Solicit input from Client on financing options(s)
 - Revise option(s) as directed by Client
 - Develop a financing plan for Client's preferred option(s)

Ehlers & Associates may charge Client for these or other general consulting services depending on the time needed to provide the service, the level of analysis required, or degree of complexity involved. Prior to charging Client, Ehlers & Associates will first advise Client of the anticipated charges and receive authorization to proceed. Unless another basis for compensation is agreed to by Client and Ehlers & Associates, Ehlers & Associates will bill Client at an hourly rate that is dependent upon the task and personnel required to meet Client request(s) at no less than \$125.00/hour and not to exceed \$400/hour. Ehlers & Associates will provide a Municipal Advisor Disclosure or project-specific disclosure with scope of work and not-to-exceed fee(s) for any specific engagement involving municipal advisor advice.



IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:


- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2021-03](#) , contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle cents-per-mile valuation rule.

Page Last Reviewed or Updated: 17-Dec-2021

Osseo Lions Club Gambling Report

to

City of Osseo

Report for the month/year of Nov-21

Check as appropriate:

XXXXXX paddle wheelXXXXXX pull tabs raffle other (specify) LG100A

Gross Receipts 596,974.49 LG100A-10A

Prizes Paid 514,759.60 LG100A-10B

Net Receipts 82,214.89 LG100A-10C

Expenses - Total 36,226.87 Total Itemized

Expenses itemized:

Pulltabs	4,752.28
Compensation	7,541.95
Accounting Services	430.60
Rent	7,755.15
Electronic pull-tab provider fees	15,073.51
Electronic linked bingo provider fees	96.94
Supplies Bank charges etc	430.56
Cash Short/Over	145.88
Profits \$ 45,988.02 G1A Line 24	36,226.87

Lawful Purpose Expenditures

MN Department of Revenue - Wagering Tax	\$ 33,022.00
Woodland Elementary PTO - Youth Activities	500.00
Brooklyn Park Fire Department - Enhanced Fire Safety Program	500.00
Park Center High School - Backpack Program	3,000.00
Parenting with Purpose - Christmas Gifts	1,000.00
Advent Lutheran Church - Backpack Program	3,000.00
Home Free - Domestic Violence Services	1,000.00
Northern Star Scouting	1,000.00
Ceap	1,000.00
Cross	1,000.00
Total Contributions	\$ 45,022.00

Signed



Attach additional information if necessary.

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

Osseo Maple Grove Hockey Association Gambling Report
to
City of Osseo

1. Report for the month of Nov-21

2. Check as appropriate:

 x pulltabs

 x tipboards

3. Gross receipts 345,450

4. Expenses - total 342,555

Expenses itemized:

Compensation	<u>7,725</u>
Prizes	<u>306,815</u>
Pull tab games/taxes	<u>5,615</u>
Supplies/misc/payroll proc./storage	<u>2,938</u>
Combined receipts	<u>18,213</u>
Cash long/short	<u>373</u>
Rent	<u>875</u>

5. Profits 2,895

6. Distribution of profits (itemized)

Signed:

Craig Cheatham

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

PID	Date	Permit Number	Estimated Value	Owner or Applicant	Address	Type	Project	SAC	Permit Amount	Surcharge	Plan Review	Total
1811921220096	12/2/2021	2021-261	\$ 18,000	Patricia Cochran	501 2nd Ave NE	ME	furnace/AC	\$0	\$ 150.00	\$ 2.00	\$ -	152.00
1811921220096	12/2/2021	2021-262		Patricia Cochran	501 2nd Ave NE	EL	furnace/AC	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921310055	12/2/2021	2021-263	\$ 5,100	Chris Owens	201 6th Ave SE	BL	windows	\$0	\$ 75.00	\$ 1.00	\$ -	76.00
1811921310051	12/2/2021	2021-264	\$ 7,500	Troy Stalcar	233 7th Ave SE	PL	sewer repair	\$0	\$ 75.00	\$ -	\$ -	75.00
1311922110038	12/2/2021	2021-265	\$ 500	Kathleen Gette	525 2nd Ave NW	PL	water heater	\$0	\$ 75.00	\$ 1.00	\$ -	76.00
1811921220014	12/3/2021	2021-266	\$ 8,200	Maria Holthus	416 2st Ave NE	BL	egress windows	\$0	\$ 177.00	\$ 4.50	\$ -	181.50
1811921330035	12/7/2021	2021-267	\$ 7,500	Cermaic Industrial Coatings (KL & KL Investments)	325 Co Rd 81	BL	Fire Alarm Panel	\$0	\$ 162.25	\$ 4.00	\$ 105.46	271.71
1811921330035	12/7/2021	2021-268		Cermaic Industrial Coatings (KL & KL Investments)	325 Co Rd 81	EL	Fire Alarm Panel	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1311922140043	12/7/2021	2021-269	\$ -	MN Meditation Center	33 2nd St NW	EL	check exterior electrical due to reside	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921130016	12/8/2021	2021-270	\$ 2,950	Megan Hoeben	101 9th Ave NE	BL	egress windows	\$0	\$ 88.50	\$ 1.50	\$ 57.53	147.53
1811921310010	12/8/2021	2021-271	\$ -	Marissa Vickerman	16 4th Ave SE	EL	Repairs in basement after water damage	\$0	\$ 135.00	\$ 1.00	\$ -	136.00
1811921230042	12/13/2021	2021-272	\$ -	Sara Gries	124 1st St NE	EL	Electric water heater hook-up and new outlet for water softner	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921310011	12/14/2021	2021-273	\$ -	Eugene Scharber	24 4th Ave SE	ME	furnace and a/c	\$0	\$ 150.00	\$ 2.00	\$ -	152.00
1311922110136	12/16/2021	2021-274	\$ 1,000	Shari Mathena	608 1st Ave NW	PL	water heater	\$0	\$ 75.00	\$ 1.00	\$ -	76.00

December 2021 - City of Osseo

PID	Date	Permit Number	Estimated Value	Owner or Applicant	Address	Type	Project	SAC	Permit Amount	Surcharge	Plan Review	Total
1811921330033	12/16/2021	2021-275	\$ -	North Country Distributors/M N Exteriors (Bennis Investment Prop LLC)	8600 Jefferson Hwy	EL	install circuit	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921230145	12/16/2021	2021-276	\$ -	Shaune Younkers	201 3rd Ave NE	EL	2 20 amp ckts; exterior garage GFCI; tv room with AFCI	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921240087	12/20/2021	2021-277	\$ 5,200	Lee Fundanet	25 8th Ave NE	ME	furnace	\$0	\$ 75.00	\$ 1.00	\$ -	76.00
1811921210086	12/20/2021	2021-278	\$ -	Erin Hente	417 6th Ave NE	EL	run circuit for hot tub	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921310011	12/20/2021	2021-279	\$ -	Eugene Scharber	24 4th Ave SE	EL	Replace furnace, new A/C circuit	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921240087	12/20/2021	2021-280	\$ -	Lee Fundanet	25 8th Ave NE	EL	Reconnect furnace	\$0	\$ 45.00	\$ 1.00	\$ -	46.00
1811921130021	12/22/2021	2021-281	\$ 1,484	Richard Schmit	132 8th Ave NE	PL	water heater	\$0	\$ 75.00	\$ 1.00	\$ -	76.00
1811921230155	12/29/2021	2021-282	\$ 57,000	City of Osseo	316 2nd St NE	ME	hvac	\$0	\$ 734.25	\$ 28.50	\$ -	762.75
1811921230155	12/29/2021	2021-283	\$ 20,000	City of Osseo	316 2nd St NE	BL	roof	\$0	\$ 339.25	\$ 10.00	\$ -	349.25
			\$ 134,434					\$ -	\$ 2,791.25	\$ 67.50	\$ 162.99	\$ 3,021.74

**RUDOLPH PRIEBE POST 172
GAMBLING REPORT TO
CITY OF OSSEO**

1. Report for the Month of December, 2021.

2. Check as appropriate:

☒ Paddlewheel

☒ Pulltabs

☐ Bingo

☐ Raffle

☐ Other (specify) _____

3. Gross Receipts: \$471,840 _____

4. Less prizes paid \$362,243 _____

5. Net Receipts \$55,597 _____

6. Expenses/Taxes—Total \$45,171 _____

Expenses Itemized:

Compensation \$10,885

Misc. (accounting, trash, clean, insurance) \$2,248

Cost of Games \$10,560

State Gambling Tax \$19,955

Federal Gambling Tax \$1,076

Meat Raffle Gift Certs \$1,000

7. Profit \$10,426

8. Distribution of Profits (Itemized):

Recognition of Military Service A-6 (Color Guard) \$400

Utility Bills A-16 \$3,359

Youth A-7 (Scholarship) \$750

Homelessness/Poverty/Disability A-2 (CEAP, Cross, MN Giving Connection) \$7,500

Signed: 

Allen Lund

Gambling Manager

Attach additional information if necessary.

This completed form must be returned to the Osseo City Clerk's office monthly; as required by State law and City Ordinances for all licensed organizations.



Fee: _____
Receipt/Check #: _____

City of Osseo

415 Central Avenue
Osseo, MN 55369-1195

P 763.425.2624 F 763.425.1111

www.DiscoverOsseo.com

Gateway Sign Message Application

The information provided on this form may be considered public data pursuant to data practices law and the City will comply with all applicable laws if the information is subject to a data request.

Business or Event Name OSSEO/MAPLE GROVE AMERICAN LEGION RIDERS		Contact Person MARLIN BRANDAU	
Business or Event Address 260 14TH FOURTH AVE SE Osseo, MN		Phone Number 612 619 9748	
Email MARLIN BRANDAU@HOTMAIL.COM	Number of Slides Requested: A fee of \$100 per slide/week must be included with every message application.		4
Message Requested: The City may edit any messages being displayed in any manner deemed necessary (e.g., clarity, length, etc.) Brevity & a maximum of ~50-60 characters recommended.	OSSEO/MAPLE GROVE AMERICAN LEGION RIDERS OMELET BREAKFAST 3RD SUNDAY 8AM-12PM		
Graphics Requested? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (if yes, circle one:) Custom graphics for display the following week should be submitted to jamerman@ci.osseo.mn.us and kbroden@ci.osseo.mn.us by the deadline. For optimum display, full screen graphics should be 630 x 1260 pixels.		Stock Image	Graphic to be Provided JPG or BMP format only
Message Scheduling Messages will be programmed once per week. Applications must be received by 7:30 am on Thursday for messages to be displayed the following week. Monday mid-day – Monday mid-day is the standard schedule. However, shorter display periods within that time frame are also allowed.			
Specify Start Date/Time, if not Monday mid-day JAN 9TH FEB 13TH MAR 13TH APR 17TH		Specify End Date/Time, if not Monday mid-day 12PM END JAN 16TH FEB 20TH MAR 20TH APR 24TH	
By signing below, I signify that I understand that City staff will be solely responsible for reviewing applications in accordance with the Gateway Sign Policy. Any decision made by City staff under this Policy may be appealed to the City Council upon written notice of the applicant's intent to appeal. Written notice must be provided to the City Administrator within 10 days of the time upon which the administrative decision being appealed is made. The applicant must pay any fee prescribed for administrative appeals in the City's official fee schedule before any appeal will be heard.			
Applicant Signature: Marlin Brandau		Date: 1/5/2022	
Administrative Approval	Fee	Date	

OSSEO GATEWAY SIGN



APPLICATION FOR MESSAGE FEE WAIVER:

The City of Osseo has constructed the Gateway Sign as a method to disseminate information of general public interest. Information is posted to the Gateway Sign in accordance with the Gateway Sign Policy.

Applications for fee waivers must be reviewed by the City Council. The Council meets on the second & fourth Monday of each month; requests must be received by the Wednesday before a meeting to be considered. Submit questions and return your application **WITH A GATEWAY SIGN APPLICATION** to Osseo City Hall, 415 Central Avenue, Osseo, MN 55369 or fax at 763-425-1111 or via email at

nabts@ci.osseo.mn.us AND kbroden@ci.osseo.mn.us

Name of Applicant:	OSSEO-MAPLE GROVE AMERICAN LEGION RIDERS			
Address:	260 4TH AVE SE OSSEO, MN 55369			
Name of Contact Person: (if different than applicant)	MARLIN BRANDAU			
Contact Phone: (daytime)	612 619 9748	Email address:	MARLIN BRANDAU@HOTMAIL.COM	
Description of event or purpose for which Gateway Sign message will be used:	ONELET BREAKFAST FUND RAISER			
Desired date(s)	Specify on Gateway Sign Application & attach application to this request			
COMMUNITY BENEFITS				
How will the Osseo business community benefit from your event?	TO MAKE PEOPLE AWARE OF THE AMERICAN LEGION AND THE GREAT THINGS IT DOES FOR VETERANS AND THE COMMUNITY			
NEED:				
Why is it necessary to promote this event using the Gateway Sign?	NO OTHER MEANS OF LETTING CITIZENS OF OSSEO KNOW ABOUT EVENT			
Explain why paying the fee would be a hardship.	ALL OF THE MONEY RAISED AT THIS EVENT GOES TO HELP VETERANS AND THE COMMUNITY WE DON'T MAKE THAT MUCH AND WANT TO MAKE SURE THE MONEY GOES TO DONATE			
Are you willing to provide commensurate services in lieu of the message fee? If so, what type?				
I declare under the penalties of perjury that this application for special consideration has been examined by me and to the best of my knowledge and belief is true, correct and complete.				
Signature:	Marlin Brandau			
Date of application:	1/5/2022			
STAFF USE ONLY				
Est. total value of waiver (\$):		City Council Review date:		Approved date:



City of Osseo City Council Meeting Item

Agenda Item: Statutory Tort Limits for City's Liability Coverage 2022

Meeting Date: January 10, 2022

Prepared by: Katrina Jones, City Clerk

Attachments: LMC Liability Coverage – Waiver Form

For Consideration:

To waive or not waive the statutory tort liability insurance coverage limit established by MN Statute 466.04 as requested by the League of Minnesota Cities Insurance Trust.

Background:

Cities are exposed to potential lawsuits if civil wrong doings (torts) occur out of a violation of duty by the City and its staff that results in injury or damage to a claimant such as, for example, defamation or injury on a playground. Minnesota state law requires cities to carry insurance coverage of at least \$500,000 for torts. Cities may purchase a higher level of insurance if desired.

The decision to waive or not to waive the statutory limits has the following effects:

If the city does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the city purchases the optional excess liability coverage.

Liability coverage is more expensive if the city waives the limits; the cost difference is 3.5 percent of liability premium for members that choose to waive. Waiving the limit does not give the city better protection; the benefit is only to the party who is making a liability claim against the city. If the city waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.

Previous Action or Discussion:

In previous years, the Council has elected to not waive the monetary limits of liability coverage as established by MN Statute 466.04.

City Goals Met By This Action:

Protect the City from risk of higher monetary awards granted in a court of law to plaintiffs.

Options:

The City Council may choose to:

1. Not waive the standard coverage provided by the League of Minnesota Cities Insurance Trust and limit liability at \$500,000 per claim.
2. Waive the standard coverage provided and purchase additional insurance which would result in claimants to be awarded more than \$500,000.

Recommendation/Action Requested:

Staff recommends the City Council choose option (1) not waive the standard coverage provided by the League of Minnesota Cities Insurance Trust and limit liability at \$500,000 per claim in 2022.

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



City of Osseo City Council Meeting Item

Agenda Item: Hire of Part-Time Officer Daniel Misgen

Meeting Date: January 10, 2022

Prepared by: Shane Mikkelson, Chief of Police

Attachments: None

Policy Consideration:

Daniel Misgen has applied to work part-time for the Osseo Police Department.

Background:

Daniel Misgen is currently a Sergeant with the Minneapolis Police Department. He has over 15 years of full-time police experience with Minneapolis. Misgen has completed all necessary steps to becoming a part-time officer with the Police Department.

Budget or Other Considerations:

This hire will be covered under the part-time budget and bring our part-time staff to six.

City Goals Met By This Action:

Develop teamwork among the City's leadership team.

Options:

The City Council may choose to:

1. Approve the hire of Daniel Misgen as a Part-Time Police Officer.
2. Deny the hiring of Daniel Misgen as a Part-Time Police Officer.

Recommendation/Action Requested:

Staff recommends the City Council choose option (1) Approve the hire of Daniel Misgen as a Part-Time Officer.

Resolution No. 2022-xx**RESOLUTION SUPPORTING A RESPECTFUL WORKPLACE**

WHEREAS, the City of Osseo is committed to promoting a positive work environment in which all employees, volunteers, applicants, contractors/vendors, commissioners, appointed officials, elected officials, and members of the public are treated with respect and dignity; and

WHEREAS, this Council holds itself, its appointed officials, commissioners, contractors/vendors, volunteers, applicants, and employees to a high standard of conduct; and

WHEREAS, the City seeks to provide a professional atmosphere where personal and professional excellence is fostered; and

WHEREAS, the City finds effective policy and procedures, coupled with respectful workplace training, will assist in preventing harassment and supporting individuals who believe they are being harassed to come forward, and ensure a problem is addressed quickly and effectively; and

WHEREAS, discrimination and harassing behaviors disrupt the workplace, are often unlawful, and detract from the productivity and effectiveness of city staff and officials in conducting the important work we do on behalf of our residents; and

WHEREAS, it is the City's expectation if someone is being harassed, he or she will be supported and treated with respect and the inappropriate behavior will be addressed; and

WHEREAS, the City will provide a reporting process and a means to address discrimination and harassment; and

WHEREAS, harassing workplace behaviors will not be tolerated, nor will retaliation for reporting a complaint or for participating in an investigation;

NOW, THEREFORE, BE IT RESOLVED by the City of Osseo, Hennepin County, Minnesota, as follows: this Council supports a respectful workplace culture and will work to create a harassment-free environment for all employees, volunteers, applicants, contractors/vendors, elected officials, appointed officials, commissioners, and members of the public in the city.

Resolution No. 2022-xx

RESOLUTION ACCEPTING DONATION TO CITY OF OSSEO

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

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

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

<u>Donor</u>	<u>Amount/Item</u>	<u>Designated Fund</u>
Harold E. Johnson	\$750	Beautification
Gerald and Georgie Kiffmeyer	\$50	Fire



City of Osseo City Council Meeting Item

Agenda Item: Approve Agreement with Element Technologies for City IT Services (Resolution)

Meeting Date: January 10, 2022

Prepared by: Riley Grams, City Administrator

Attachments: Redline Version IT Services Agreement with Element Technologies
Clean Version IT Services Agreement with Element Technologies

Policy Consideration:

Consider approving an updated contract with Element Technologies for City IT services.

Background:

The City first partnered with Element Technologies beginning in October of 2017. Since then, Element has provided technology support and IT services to the City under the same contract. I was approached by Scott Sonderby (Operations Manager for Element) earlier this year asking for the City to enter into an updated agreement for these same services. The old contract format was no longer supported by Element, and they began to move all their clients over to their new contracts in 2021. Other than increased service costs, the base contract with Element has remained the same without any changes in pricing.

After discussions with the Council Risk Management Committee (Councilmembers Stelmach and Johnson), we have decided that the Essential Care contract would best serve our needs now and moving forward. The Essential Care contract is an unlimited remote support model. Staff calls or emails the support center and a ticket is created and processed remotely. If onsite visits are needed, they will be billed at \$150/hr. Almost all our IT related issues can be handled remotely. This contract includes monitoring and updating all desktop and laptop devices, managing our local area network, managing both the physical and virtual servers, Mimecast security software, LogMeIn software, and CrowdStrike software, as well as Microsoft Office licensing.

The monthly cost of the new contract is \$3,531. This is an increase of \$601 per month. The contract is automatically re-upped each year with a 3% cost increase per year. This amount has been budgeted for in the 2022 draft budget. The Council Risk Management Committee has participated in meetings with Element to discuss these proposed changes, and has recommended approval of the contract to the full Council.

The Council considered the first draft of the agreement back on December 13, 2021. At that meeting, the Council opted to table action on this item to allow for some additional time to re-negotiate a few aspects of the agreement. Staff and the Risk Management Committee, along with City Attorney Mary Tietjen, re-negotiated several sections of the agreement.

Section 5 was updated to reflect a 12 month period to not knowingly hire the services of a past employee from Element (originally was at 18 months). Section 10(b) was updated to state that Element would be responsible for any

damages the City incurred as a result of Element's negligence while working for the City. And Section 21 was updated to require Element to maintain insurance that meets State requirements. Element has agreed to these updates and agrees to enter into this contract.

Budget or Other Considerations:

The new monthly cost of the contact has been included in the budget for 2022.

City Goals Met By This Action:

Stay current with new technologies in all areas of City services

Options:

The City Council may choose to:

1. Approve the attached Resolution approving updated IT services contact with Element Technologies;
2. Approve the attached Resolution approving updated IT services contact with Element Technologies, with noted changes/as amended;
3. Deny approval of the contact;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the attached Resolution approving updated IT services contact with Element Technologies.

This **Agreement** (the “Agreement”) is made effective as of January 1, 2022 (the “Effective Date”), by and between City of Osseo, with its principal offices located at 415 Central Ave Osseo, MN 55369 and Element Technologies, LLC, with its principal offices located at 4470 W. 78th Street Circle, Suite 200, Bloomington, MN 55435.

In this Agreement, the party who is contracting to receive services shall be referred to as the “Client” and the party who will be providing the services shall be referred to as “Element Technologies, LLC” or “Element”.

Element has a background in information technology (“IT”) consulting services, cloud consulting services, and IT advisory consulting services, including software and technology support, network design, computer and network installation, computer sales, document management, and information governance (hereinafter “IT Services”) and in using highly skilled professionals to deliver such services. Such professionals may be hired by Element as employees or as subcontractors. Client desires to have such services provided by Element.

Therefore, Element and the Client (hereinafter collectively the “Parties”) agree as follows:

1. DESCRIPTION OF SERVICES. Pursuant to the terms set forth in this Agreement, Element will provide services as specifically set forth in the Scope of Work attached hereto (“Work”). Element’s Work will be limited to those set forth in the Scope of Work, unless otherwise agreed to in writing by the Parties. Element shall provide the work in accordance with any times specified in the Scope of Work. The Parties agree that Element is an independent contractor and not an employee of Client and that nothing contained in this Agreement shall be construed as giving rise to an employment relationship between the Parties.

2. PAYMENT FOR SERVICES. Element will be paid by Client for Work performed under this Agreement as follows:

- A. Payment to Element as defined in the Scope of Work.
- B. First payment due to Element upon receipt of initial invoice.
- C. Subsequent monthly payments are due upon receipt of each invoice.

Client agrees to reimburse Element for reasonable expenses related to the performance of Work. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance of the Work. Client shall reimburse Element only for expenses that are pre-approved by Client in writing and which are incurred in Element’s performance of its obligations hereunder. Element reserves the right to withhold further Work from the Client (until arrangements satisfactory to Element have been made for payment of outstanding invoices and the payment of future fees and expenses), in addition to other remedies addressed herein.

It is understood that any applicable federal, state or local taxes shall be added to each invoice for Work and materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Element for the state of use.

3. OBLIGATIONS OF CLIENT. In order to provide the Work called for by this Agreement, Element requires accurate and complete information from the Client regarding its information technology infrastructure and operations, including the Client’s use of hardware, software, equipment and its practices for backing up and securing the Client’s data. The Client understands that Element will rely on such information in performing the Work under this Agreement.

The Client also will assist Element by making business, strategic, and technical decisions appropriate to enable Element’s completion of the work and performance of the Work hereunder, and will direct the strategic and management decisions affecting the subject matter of Element’s Work. Element reserves the right to decline additional work if information or instructions are not timely and to withdraw from further consultation Work altogether if such conduct persists.

The Client agrees to comply with all reasonable requests of Element to provide access to Client's information technology infrastructure, hardware, software, equipment and materials reasonably necessary to perform Element's Work in a safe environment under this Agreement.

Client agrees that work provided by Element staff maybe performed both onsite or remote. Onsite work as committed to by Element under the Scope of Work may require a remote equivalent of work to fulfill commitment due to client closure of office locations from outside forces and to protect staff.

4. CONFIDENTIAL INFORMATION. The Parties understand that in the course of Element performing the work on behalf of the Client, the Parties will invariably come into contact with non-public proprietary, confidential and/or trade secret information of each other. For the purpose of this Agreement, "non-public proprietary, confidential and/or trade secret information" includes, without limitation, such information belonging, concerning or relating to the other of the Parties' business activities, clients, consultants, employees, business practices, research, development, engineering, marketing, servicing, business systems, techniques, formulas, accounting, production methods, computer programs, costs and pricing data, billings, customer listings, business plans, and personnel information. The Parties each respectively agree to a mutual non-disclosure of any information that is identified as being non-public proprietary, confidential and/or trade secret information or that the discovery party reasonably believes to be non-public proprietary, confidential and/or trade secret information. The Parties also agree to reasonably secure and protect the other party's confidential information and to take appropriate action, including but not limited to instruction or agreement with its employees, contractors or other agents who are permitted to maintain the confidential status of such information. This mutual non-disclosure agreement of the Parties shall survive termination of this Agreement and a violation of this paragraph shall be a material violation of the Agreement. The Parties' obligations under this paragraph are subject to Minnesota Statutes Chapter 13, which shall prevail in the case of any inconsistency.

5. SOLICITATION OF EMPLOYEES OR INDEPENDENT CONTRACTORS. ~~During the term of this Agreement and for eighteen (18) months after Element's last provision of Work to Client hereunder, Client agrees that it shall not, directly or indirectly, solicit, employ, engage or receive the services of, whether as an employee or as an independent contractor, any employee or independent contractor who has provided Work to Client on Element's behalf or is currently employed by Element, and in particular those employees and contractors that will be working on projects or Work between the Parties, with respect to any IT Services which are the same as or similar to the IT Services provided by Element to Client under this Agreement. Client agrees to notify Element and obtain Element's written permission if it wishes to solicit, employ, engage or receive the services of any person who has provided IT Services to Client on Element's behalf or is currently employed by Element (hereafter "Element Personnel") within eighteen (18) months of Element's last provision of Work to Client under this Agreement. If any Element Personnel is employed by, engaged with or provides services to Client, directly or indirectly, within eighteen (18) months of Element's last provision of Work to Client under this Agreement without written express permission of Element, Client will pay Element a fee equal to one (1) year of the Element Personnel's most recent annual (or annualized if the Element Personnel has worked for Element less than a year) earnings from Element. During the term of this Agreement and twelve (12) months after Element's last provision of Work to Client hereunder, Client agrees it shall not knowingly solicit, employ, or engage the services of, any Element employee or contractor with respect to any IT Services provided by Element to Client under this Agreement. Client agrees to obtain Element's written permission if it wishes to employ or engage the services of any such person within twelve (12) months of Element's last provision of Work to Client under this Agreement. If Client knowingly employs or engages any such person with Element's written permission, Client will pay Element a fee equal to six (6) months of that person's annual earnings from Element.~~

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6. CONTENT OWNERSHIP.

(a) Client Content. Any and all artwork, logos, graphics, video, text, data, any other materials supplied by Client to Element in connection with this Agreement, derivatives of any of the foregoing, and any modifications, customizations or enhancements to any of the foregoing, shall remain the sole and exclusive property of Client (the "Client Content"). No copyrights, patents, trademarks, or other intellectual property rights shall be transferred from Client to Element with respect to any of the Client Content.

(b) Element Content. Any and all artwork, logos, graphics, video, text, data and other materials developed by Element in connection with a Statement of Work, shall remain the sole and exclusive property of Element, except to the extent such materials incorporate Client Content or information specific to Client (the "Element Content"). No copyrights, patents, trademarks or other intellectual property rights shall be transferred from Element to Client with respect to any of the Element Content.

(c) Trademarks. Neither party shall have the right to use the name(s), logo(s) and/or trademark(s) of the other (on its web site or otherwise) without the express written consent in each instance of the party whose name and/or trademark(s) are desired to be used.

7. TERM. This Agreement will continue in effect for one (1) year from the Effective Date and shall automatically renew annually for consecutive one (1) year terms unless notice of non-renewal is provided in writing by either party, which notice shall be delivered no less than sixty (60) days prior to the expiration of such one (1) year term. This Agreement shall remain in force as defined above and will be reviewed thereafter to address any necessary adjustments or modifications. Excluding fee changes due to incremental device or user count changes, the fee for the services rendered under this Agreement shall increase at a rate of 3% annually after completing the initial year.

8. TERMINATION OF AGREEMENT. This Agreement may not be terminated unless there is a material breach of the Agreement terms by one of the Parties. A material breach includes the failure to make payment for the Work provided herein as required by Section 2. In the event of Client's failure to make payment for the Work as provided in Section 2 herein, Element reserves the right to immediately cease providing such Work. The Client recognizes and agrees that, in addition to the limitations in Sections 9 and 10, Element will not be liable to the Client as a result of cessation of its Work that occurs because of Client's failure to make payment for the Work. If the Client claims that Element has materially breached this Agreement so as to justify Client's termination of this Agreement, Client shall provide Element with 30 days' written notice which sets forth the specific grounds for the Client's determination that a material breach has occurred, and Element will have 30 days to cure any such alleged breach. If Element fails to cure the alleged breach during the 30-day cure period, the Agreement will terminate after the expiration of the 30-day cure period.

9. NO OBLIGATIONS FOLLOWING SERVICES PERIOD. The Parties expressly agree and acknowledge that upon expiration or termination of the Work period, Element shall have no obligation to perform any further Work for the Client hereunder and that the Client shall have no obligation to thereafter engage Element. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on the Client's behalf through the date of termination.

10. LIMITATION OF LIABILITY.

(a) Limitation of Warranties. Element warrants that it has good and marketable title worldwide to all of the inventions, materials or other deliverables made, created, conceived, written, invented, or provided by Element to Client in the performance of the Work pursuant to the provisions of this Agreement (collectively, the "Work Product"). Element further warrants that: (i) Element is or shall be the sole author or creator of the Work Product; and (ii) to the best of Element's knowledge, the Work Product shall be free and clear of all liens, claims, encumbrances, or demands of third parties, including any claims by any such third parties that all or any part of the Work Product violates or infringes any trade secret, copyright, patent or other intellectual property right. Element makes no other warranties, express or implied, as to any Work hereunder except as set forth above. Element specifically disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(b) Limitation on Damages Limitation on Damages. Client agrees that Element will only be liable for injuries or damage that Client sustains as a result of Element's gross negligence in performance of Work for client. If Element is found to be liable for injuries or damages sustained by Client as a result of Element's performance of Work for Client, such liability shall be limited to twenty-five percent (25%) of the amount Element has charged for

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~~services in providing the Work[†] rendered to Client during the final one (1) year of this Agreement. Client intentionally and fully waives the recovery of any incidental, consequential or other damages or remedies arising from any such injuries or damages.~~

(c) Integration with Other Vendors' Products and Services. Element assumes no responsibility or liability for any products, equipment or services provided by other vendors of Client who provide technical expertise, knowledge, or programs. This subparagraph shall apply specifically, but not exclusively, when Element works on a portion of a larger project for the Client and when its Work Product (as defined in subparagraph (a)) is designed to be integrated with other programs, codes, and technical products.

(d) No Warranty by Element for Third-Party Hardware, Software, Equipment or Products. In the event that Element is involved in assisting the Client in the selection, configuration, installation or procurement of any hardware, software or other equipment or products, Element provides no warranties, representations, or guarantees of any kind with respect to such processes or products. Any warranties or representations for such processes or products are limited to those offered to the Client by the manufacturer of such hardware, software, equipment or product.

11. REMEDIES FOR BREACH. In the event that an invoice from Element to Client remains unpaid for more than 60 days after it is issued, Client will pay Element interest on any unpaid principal plus accrued interest at the rate of 1.5% per month (annual rate of 18%). Invoices which are past due may be referred for collection and all legal remedies associated with the collection of the amounts due to Element according to the invoices may be pursued by Element. In addition to all other remedies available to Element, Client is responsible for payment of all of Element's expenses incurred in pursuing recovery or collection of past due amounts, including attorney's fees, costs and disbursements.

Client acknowledges and agrees that the obligations and promises of Element under this Agreement, including particularly but not exclusively those in Paragraph 5, are of a special, unique, extraordinary, and intellectual character that gives them particular value. Client acknowledges and agrees that a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Element for which there will be no adequate remedy at law and that, in the event of such breach, Element shall be entitled to injunctive relief or a decree of specific performance and such other and further relief as may be proper, including monetary damages if appropriate, without needing to demonstrate irreparable harm or potential loss to the court granting the injunction.

In the event that one of the Parties breaches an agreement or covenant set forth in this Agreement, the non-breaching party shall be entitled to attorneys' fees, costs, and disbursements it incurs in the course of enforcing this Agreement in a legal proceeding wherein the non-breaching party is the prevailing party.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Mail, postage prepaid, addressed as follows:

Client:
City of Osseo
Attn: Riley Grams
415 Central Ave
Osseo, MN 55369

Element Technologies, LLC:
Attn: Contracts Group
4470 W. 78th Street Circle, Suite 200
Bloomington, MN 55435-5416

[†]Excluding amounts for hardware or third-party products.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties as to the subjects hereof, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties as to the subjects hereof.

14. **MAINTENANCE RENEWALS.** This agreement authorizes Element to auto renew, on Client's behalf, current annual service agreements that are required to maintain secure and reliable networks; such service agreements include, but are not limited to: Anti-Virus, Spam Filtering, Firewall, SSL Certificates and Domain Names.

15. **AMENDMENT.** This Agreement may be modified or amended only in a writing signed by both Parties.

16. **SEVERABILITY.** If any provision of this Agreement shall be held to be unreasonable, invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction determines that any provision of this Agreement is unreasonable, invalid or unenforceable, but that by limiting such provision it would become reasonable, valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited to become valid and enforceable.

17. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. **ASSIGNMENT.** Client shall not assign this Agreement or its rights hereunder, whether by operation of law or otherwise, nor delegate its duties hereunder, without the prior written consent of Element. Element shall have the right to freely assign this Agreement to (i) an entity which acquires all or substantially all of the assets of Element; (ii) to any affiliate of Element, or (iii) to the successor in a merger, acquisition or liquidation of Element. Except as prohibited hereunder, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

19. **CHANGE OF CONTROL.** If (i) another entity, directly or indirectly, in a single transaction or series of related transactions, acquires either control of Client or all or substantially all of the assets of Client, or (ii) Client is merged with or into another entity, then Element may terminate this Agreement, in whole or in part and without liability, by giving Client written notice designating a date upon which such termination shall be effective.

20. **APPLICABLE LAW/FORUM SELECTION.** This Agreement and any disputes arising under this Agreement shall be governed by the laws of the State of Minnesota. Any litigation shall be venued in the state district court of the county and state in which the Element office is located from which a majority of the Services for Client are provided.

20-21. **INSURANCE COVERAGE.** Element shall, during the term of this Agreement, maintain insurance coverage that meets the State of Minnesota contract requirements. Before commencing services under this Agreement, Element must provide a certificate of insurance that is acceptable to client.

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IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates below. The signatories to this Agreement have authority to enter into this Agreement on behalf of the respective Parties.

CITY OF OSSEO

ELEMENT TECHNOLOGIES, LLC

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date:

Date:

SCOPE OF WORK

This **Scope of Work** between Element Technologies, LLC (“Element”) and City of Osseo (“Client”) dated January 1, 2022 shall be subject to all of the terms and conditions of Element’s standard Professional Services Agreement that it employs as of the date of the Agreement, which may be a document to which this Scope of Work is attached, but is incorporated regardless.

EssentialCare	Quantity	Monthly Fee	Total Cost
Workstations	30	\$55	\$1,650
Local Network	1	\$150	\$150
Additional Network	2	\$50	\$100
Physical Server	2	\$150	\$300
Virtual Server	4	\$75	\$300
Mimecast	77	\$5	\$385
LogMeIn	1	\$5	\$5
CrowdStrike	36	\$3	\$108
Office Exchange Online for GCC	65	\$8	\$520
Office Business Premium	1	\$13	\$13
24/7 Monitoring		Included	Included
24/7 Remote Support		Included	Included
Monthly Price			\$3,531

** Onsite visits are not covered under this agreement; however they are available at the billable rate if \$150 per hour.

Managed Services also include:

- Centralized tracking of issues with Ticketing System to manage all issues and monitor response times to improve end user experience.
- Proactive infrastructure monitoring including automated backup monitoring as performed daily by the backup system.
- Monthly security patching | monthly server maintenance
- Inventory of hardware connected to firms’ network | Inventory of software approved and purchased by firm
- Annual budgeting assistance | 3-Year Plan

IT Consulting Services (Projects and larger initiatives)

\$150 per hour

Cybersecurity Consulting Services

\$250 per hour

The labor rate for support needed during Regular Business Hours of 8:00 a.m. to 5:00 p.m. is \$150 per hour. The labor rate outside of Regular Business Hours and all legal Holidays is \$175.00 per hour with a two (2) hour minimum.

Regular business hours are defined as Monday through Friday 8:00 a.m. to 5:00 p.m. CST (“Regular Business Hours”).

The basis for computing fees will be the amount of time spent on consulting services by various Element consultants multiplied by the hourly billing rate. These billing rates are subject to change after the initial term.

The fees and costs relating to IT Services are not predictable. Element makes no commitment to Client concerning the maximum fees and costs that may be necessary to perform Technology Consulting Services. Any estimate of fees and costs that Element may have discussed with Client represents only an estimate of such fees and costs.

This **Agreement** (the “Agreement”) is made effective as of January 1, 2022 (the “Effective Date”), by and between City of Osseo, with its principal offices located at 415 Central Ave Osseo, MN 55369 and Element Technologies, LLC, with its principal offices located at 4470 W. 78th Street Circle, Suite 200, Bloomington, MN 55435.

In this Agreement, the party who is contracting to receive services shall be referred to as the “Client” and the party who will be providing the services shall be referred to as “Element Technologies, LLC” or “Element”.

Element has a background in information technology (“IT”) consulting services, cloud consulting services, and IT advisory consulting services, including software and technology support, network design, computer and network installation, computer sales, document management, and information governance (hereinafter “IT Services”) and in using highly skilled professionals to deliver such services. Such professionals may be hired by Element as employees or as subcontractors. Client desires to have such services provided by Element.

Therefore, Element and the Client (hereinafter collectively the “Parties”) agree as follows:

1. DESCRIPTION OF SERVICES. Pursuant to the terms set forth in this Agreement, Element will provide services as specifically set forth in the Scope of Work attached hereto (“Work”). Element’s Work will be limited to those set forth in the Scope of Work, unless otherwise agreed to in writing by the Parties. Element shall provide the work in accordance with any times specified in the Scope of Work. The Parties agree that Element is an independent contractor and not an employee of Client and that nothing contained in this Agreement shall be construed as giving rise to an employment relationship between the Parties.

2. PAYMENT FOR SERVICES. Element will be paid by Client for Work performed under this Agreement as follows:

- A. Payment to Element as defined in the Scope of Work.
- B. First payment due to Element upon receipt of initial invoice.
- C. Subsequent monthly payments are due upon receipt of each invoice.

Client agrees to reimburse Element for reasonable expenses related to the performance of Work. Expenses may include, but are not limited to, charges for materials, freight, travel (including lodging and associated expenses), printing and documentation, and other out-of-pocket expenses reasonably required for performance of the Work. Client shall reimburse Element only for expenses that are pre-approved by Client in writing and which are incurred in Element’s performance of its obligations hereunder. Element reserves the right to withhold further Work from the Client (until arrangements satisfactory to Element have been made for payment of outstanding invoices and the payment of future fees and expenses), in addition to other remedies addressed herein.

It is understood that any applicable federal, state or local taxes shall be added to each invoice for Work and materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Element for the state of use.

3. OBLIGATIONS OF CLIENT. In order to provide the Work called for by this Agreement, Element requires accurate and complete information from the Client regarding its information technology infrastructure and operations, including the Client’s use of hardware, software, equipment and its practices for backing up and securing the Client’s data. The Client understands that Element will rely on such information in performing the Work under this Agreement.

The Client also will assist Element by making business, strategic, and technical decisions appropriate to enable Element’s completion of the work and performance of the Work hereunder, and will direct the strategic and management decisions affecting the subject matter of Element’s Work. Element reserves the right to decline additional work if information or instructions are not timely and to withdraw from further consultation Work altogether if such conduct persists.

The Client agrees to comply with all reasonable requests of Element to provide access to Client's information technology infrastructure, hardware, software, equipment and materials reasonably necessary to perform Element's Work in a safe environment under this Agreement.

Client agrees that work provided by Element staff maybe performed both onsite or remote. Onsite work as committed to by Element under the Scope of Work may require a remote equivalent of work to fulfill commitment due to client closure of office locations from outside forces and to protect staff.

4. CONFIDENTIAL INFORMATION. The Parties understand that in the course of Element performing the work on behalf of the Client, the Parties will invariably come into contact with non-public proprietary, confidential and/or trade secret information of each other. For the purpose of this Agreement, "non-public proprietary, confidential and/or trade secret information" includes, without limitation, such information belonging, concerning or relating to the other of the Parties' business activities, clients, consultants, employees, business practices, research, development, engineering, marketing, servicing, business systems, techniques, formulas, accounting, production methods, computer programs, costs and pricing data, billings, customer listings, business plans, and personnel information. The Parties each respectively agree to a mutual non-disclosure of any information that is identified as being non-public proprietary, confidential and/or trade secret information or that the discovery party reasonably believes to be non-public proprietary, confidential and/or trade secret information. The Parties also agree to reasonably secure and protect the other party's confidential information and to take appropriate action, including but not limited to instruction or agreement with its employees, contractors or other agents who are permitted to maintain the confidential status of such information. This mutual non-disclosure agreement of the Parties shall survive termination of this Agreement and a violation of this paragraph shall be a material violation of the Agreement. The Parties' obligations under this paragraph are subject to Minnesota Statutes Chapter 13, which shall prevail in the case of any inconsistency.

5. SOLICITATION OF EMPLOYEES OR INDEPENDENT CONTRACTORS. During the term of this Agreement and twelve (12) months after Element's last provision of Work to Client hereunder, Client agrees it shall not knowingly solicit, employ, or engage the services of, any Element employee or contractor with respect to any IT Services provided by Element to Client under this Agreement. Client agrees to obtain Element's written permission if it wishes to employ or engage the services of any such person within twelve (12) months of Element's last provision of Work to Client under this Agreement. If Client knowingly employs or engages any such person with Element's written permission, Client will pay Element a fee equal to six (6) months of that person's annual earnings from Element.

6. CONTENT OWNERSHIP.

(a) Client Content. Any and all artwork, logos, graphics, video, text, data, any other materials supplied by Client to Element in connection with this Agreement, derivatives of any of the foregoing, and any modifications, customizations or enhancements to any of the foregoing, shall remain the sole and exclusive property of Client (the "Client Content"). No copyrights, patents, trademarks, or other intellectual property rights shall be transferred from Client to Element with respect to any of the Client Content.

(b) Element Content. Any and all artwork, logos, graphics, video, text, data and other materials developed by Element in connection with a Statement of Work, shall remain the sole and exclusive property of Element, except to the extent such materials incorporate Client Content or information specific to Client (the "Element Content"). No copyrights, patents, trademarks or other intellectual property rights shall be transferred from Element to Client with respect to any of the Element Content.

(c) Trademarks. Neither party shall have the right to use the name(s), logo(s) and/or trademark(s) of the other (on its web site or otherwise) without the express written consent in each instance of the party whose name and/or trademark(s) are desired to be used.

7. TERM. This Agreement will continue in effect for one (1) year from the Effective Date and shall automatically renew annually for consecutive one (1) year terms unless notice of non-renewal is provided in writing by either party, which notice shall be delivered no less than sixty (60) days prior to the expiration of such one (1)

year term. This Agreement shall remain in force as defined above and will be reviewed thereafter to address any necessary adjustments or modifications. Excluding fee changes due to incremental device or user count changes, the fee for the services rendered under this Agreement shall increase at a rate of 3% annually after completing the initial year.

8. TERMINATION OF AGREEMENT. This Agreement may not be terminated unless there is a material breach of the Agreement terms by one of the Parties. A material breach includes the failure to make payment for the Work provided herein as required by Section 2. In the event of Client's failure to make payment for the Work as provided in Section 2 herein, Element reserves the right to immediately cease providing such Work. The Client recognizes and agrees that, in addition to the limitations in Sections 9 and 10, Element will not be liable to the Client as a result of cessation of its Work that occurs because of Client's failure to make payment for the Work. If the Client claims that Element has materially breached this Agreement so as to justify Client's termination of this Agreement, Client shall provide Element with 30 days' written notice which sets forth the specific grounds for the Client's determination that a material breach has occurred, and Element will have 30 days to cure any such alleged breach. If Element fails to cure the alleged breach during the 30-day cure period, the Agreement will terminate after the expiration of the 30-day cure period.

9. NO OBLIGATIONS FOLLOWING SERVICES PERIOD. The Parties expressly agree and acknowledge that upon expiration or termination of the Work period, Element shall have no obligation to perform any further Work for the Client hereunder and that the Client shall have no obligation to thereafter engage Element. Such termination shall not, however, relieve the Client of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on the Client's behalf through the date of termination.

10. LIMITATION OF LIABILITY.

(a) Limitation of Warranties. Element warrants that it has good and marketable title worldwide to all of the inventions, materials or other deliverables made, created, conceived, written, invented, or provided by Element to Client in the performance of the Work pursuant to the provisions of this Agreement (collectively, the "Work Product"). Element further warrants that: (i) Element is or shall be the sole author or creator of the Work Product; and (ii) to the best of Element's knowledge, the Work Product shall be free and clear of all liens, claims, encumbrances, or demands of third parties, including any claims by any such third parties that all or any part of the Work Product violates or infringes any trade secret, copyright, patent or other intellectual property right. Element makes no other warranties, express or implied, as to any Work hereunder except as set forth above. Element specifically disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

(b) Limitation on Damages. Client agrees that Element will only be liable for injuries or damage that Client sustains as a result of Element's gross negligence in performance of Work for client.

(c) Integration with Other Vendors' Products and Services. Element assumes no responsibility or liability for any products, equipment or services provided by other vendors of Client who provide technical expertise, knowledge, or programs. This subparagraph shall apply specifically, but not exclusively, when Element works on a portion of a larger project for the Client and when its Work Product (as defined in subparagraph (a)) is designed to be integrated with other programs, codes, and technical products.

(d) No Warranty by Element for Third-Party Hardware, Software, Equipment or Products. In the event that Element is involved in assisting the Client in the selection, configuration, installation or procurement of any hardware, software or other equipment or products, Element provides no warranties, representations, or guarantees of any kind with respect to such processes or products. Any warranties or representations for such processes or products are limited to those offered to the Client by the manufacturer of such hardware, software, equipment or product.

11. REMEDIES FOR BREACH. In the event that an invoice from Element to Client remains unpaid for more than 60 days after it is issued, Client will pay Element interest on any unpaid principal plus accrued interest

at the rate of 1.5% per month (annual rate of 18%). Invoices which are past due may be referred for collection and all legal remedies associated with the collection of the amounts due to Element according to the invoices may be pursued by Element. In addition to all other remedies available to Element, Client is responsible for payment of all of Element's expenses incurred in pursuing recovery or collection of past due amounts, including attorney's fees, costs and disbursements.

Client acknowledges and agrees that the obligations and promises of Element under this Agreement, including particularly but not exclusively those in Paragraph 5, are of a special, unique, extraordinary, and intellectual character that gives them particular value. Client acknowledges and agrees that a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Element for which there will be no adequate remedy at law and that, in the event of such breach, Element shall be entitled to injunctive relief or a decree of specific performance and such other and further relief as may be proper, including monetary damages if appropriate, without needing to demonstrate irreparable harm or potential loss to the court granting the injunction.

In the event that one of the Parties breaches an agreement or covenant set forth in this Agreement, the non-breaching party shall be entitled to attorneys' fees, costs, and disbursements it incurs in the course of enforcing this Agreement in a legal proceeding wherein the non-breaching party is the prevailing party.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Mail, postage prepaid, addressed as follows:

Client:
City of Osseo
Attn: Riley Grams
415 Central Ave
Osseo, MN 55369

Element Technologies, LLC:
Attn: Contracts Group
4470 W. 78th Street Circle, Suite 200
Bloomington, MN 55435-5416

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties as to the subjects hereof, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties as to the subjects hereof.

14. MAINTENANCE RENEWALS. This agreement authorizes Element to auto renew, on Client's behalf, current annual service agreements that are required to maintain secure and reliable networks; such service agreements include, but are not limited to: Anti-Virus, Spam Filtering, Firewall, SSL Certificates and Domain Names.

15. AMENDMENT. This Agreement may be modified or amended only in a writing signed by both Parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be unreasonable, invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction determines that any provision of this Agreement is unreasonable, invalid or unenforceable, but that by limiting such provision it would become reasonable, valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited to become valid and enforceable.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. ASSIGNMENT. Client shall not assign this Agreement or its rights hereunder, whether by operation of law or otherwise, nor delegate its duties hereunder, without the prior written consent of Element. Element shall have the right to freely assign this Agreement to (i) an entity which acquires all or substantially all of the assets of Element; (ii) to any affiliate of Element, or (iii) to the successor in a merger, acquisition or liquidation of Element. Except as prohibited hereunder, this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.

19. CHANGE OF CONTROL. If (i) another entity, directly or indirectly, in a single transaction or series of related transactions, acquires either control of Client or all or substantially all of the assets of Client, or (ii) Client is merged with or into another entity, then Element may terminate this Agreement, in whole or in part and without liability, by giving Client written notice designating a date upon which such termination shall be effective.

20. APPLICABLE LAW/FORUM SELECTION. This Agreement and any disputes arising under this Agreement shall be governed by the laws of the State of Minnesota. Any litigation shall be venued in the state district court of the county and state in which the Element office is located from which a majority of the Services for Client are provided.

21. INSURANCE COVERAGE. Element shall, during the term of this Agreement, maintain insurance coverage that meets the State of Minnesota contract requirements. Before commencing services under this Agreement, Element must provide a certificate of insurance that is acceptable to client.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates below. The signatories to this Agreement have authority to enter into this Agreement on behalf of the respective Parties.

CITY OF OSSEO

ELEMENT TECHNOLOGIES, LLC

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCOPE OF WORK

This **Scope of Work** between Element Technologies, LLC (“Element”) and City of Osseo (“Client”) dated January 1, 2022 shall be subject to all of the terms and conditions of Element’s standard Professional Services Agreement that it employs as of the date of the Agreement, which may be a document to which this Scope of Work is attached, but is incorporated regardless.

EssentialCare	Quantity	Monthly Fee	Total Cost
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Mimecast	77	\$5	\$385
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CrowdStrike	36	\$3	\$108
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Office Business Premium	1	\$13	\$13
24/7 Monitoring		Included	Included
24/7 Remote Support		Included	Included
Monthly Price			\$3,531

** Onsite visits are not covered under this agreement; however they are available at the billable rate of \$150 per hour.

Managed Services also include:

- Centralized tracking of issues with Ticketing System to manage all issues and monitor response times to improve end user experience.
- Proactive infrastructure monitoring including automated backup monitoring as performed daily by the backup system.
- Monthly security patching | monthly server maintenance
- Inventory of hardware connected to firms’ network | Inventory of software approved and purchased by firm
- Annual budgeting assistance | 3-Year Plan

IT Consulting Services (Projects and larger initiatives)

\$150 per hour

Cybersecurity Consulting Services

\$250 per hour

The labor rate for support needed during Regular Business Hours of 8:00 a.m. to 5:00 p.m. is \$150 per hour. The labor rate outside of Regular Business Hours and all legal Holidays is \$175.00 per hour with a two (2) hour minimum.

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The fees and costs relating to IT Services are not predictable. Element makes no commitment to Client concerning the maximum fees and costs that may be necessary to perform Technology Consulting Services. Any estimate of fees and costs that Element may have discussed with Client represents only an estimate of such fees and costs.

Resolution No. 2022-xx

**RESOLUTION AUTHORIZING AN IT SERVICES
AGREEMENT WITH ELEMENT TECHNOLOGIES, LLC.**

WHEREAS, the City of Osseo ("City") requires IT services to support use of City-owned technology assets and services; and

WHEREAS, the IT services identified supports City-staff across departments; and

WHEREAS, Element Technologies, LLC ("Contractor") has provided IT services to the City since 2017; and

WHEREAS, the Contractor and City desire to enter into a new agreement effective January 10, 2022; and

WHEREAS, the City is authorized by the City Council to enter into an agreement for IT services with the Contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OSSEO, COUNTY OF HENNEPIN, STATE OF MINNESOTA, AS FOLLOWS:

1. The City and the Contractor agree to terms, scope of services, term(s), and compensation as set forth in the IT Services Agreement as presented in Exhibit A.
2. The Mayor and City Clerk are authorized and directed to enter into the IT Services Agreement on behalf of the City of Osseo in substantially the form presented to the City.

Exhibit A



City of Osseo City Council Meeting Item

Agenda Item: Confirm EDA Actions of January 10, 2022

Meeting Date: January 10, 2022

Prepared by: Riley Grams, City Administrator

Attachments: None

The EDA took the following actions at their regular meeting on January 10, 2022:

- 1) Elected EDA Officers
- 2) Discussed goals for 2022
- 3) Approved the Ehlers 2022 written municipal advisor client disclosure
- 4) Approved EDA accounts payable

Options:

The City Council may choose to:

1. Approve the EDA actions of January 10, 2022;
2. Deny the EDA actions of January 10, 2022;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the EDA actions of January 10, 2022.



Osseo City Council Meeting Item

Agenda Item:	Rezoning Request for 257 5th Ave SE Lot 8
Meeting Date:	January 10, 2022
Prepared by:	Joe Amerman, Community Management Coordinator
Attachments:	Rezone Application Osseo Zoning Map Site Location Map 1986 Survey 2040 Comprehensive Plan Guidance Map Draft Ordinance 2022-01

Policy Consideration:

The city is seeking to initiate a change in zoning from R-1, One and Two-Family Residential, to C2N, Highway Commercial North, for Lot 8 in Block 4, Sipes Addition of Hennepin County.

Previous Action:

The Osseo Planning Commission held a public hearing on this item at their December 20, 2021 meeting. The Planning Commission voted 6-0 to approve the rezone request.

Background:

The multi-tenant commercial building located 257 5th Ave SE (PID 1811921310098) is located on what are Lots 8 and 9 of Block 4, Sipe's Addition. This building has stood since at least 1986, the earliest date the city has official verification of. Despite their common commercial purpose, lots 8 and 9 were given different zoning classification at the adopt of the current zoning code in 1994. Lot 8 was designated R-1 Residential, and Lot 9 was designated Highway Commercial. This effectively split the building in half, though this difference in zoning was never enforced nor has it appeared to have much consequence.

City records are unclear, but it appears that at some point shortly after the adoption of the zoning code, the lots were combined into a single parcel. However, the underlying zoning differences were never resolved. As a result the city now has a single parcel, underneath a single commercial building, split down the middle by two different zoning districts.

Recognizing that the parcel is, and has been for decades, commercial, the city is now looking to bring the zoning classification of Lot 8 in line with its actual use. The City Attorney has recommended that the city pursue this course of action.

Proposed use and Proposed Classification

The intent of the Highway Commercial North, C-2 North is “to accommodate service type business uses primarily oriented to the driving public with needed parking facilities provided on site by the owner”. 257 5th Ave SE is a multi-use commercial building with sufficient parking facilities.

Lot Requirements:

	C2N District Requirement	527 5 th Ave SE
Minimum Lot Size:	15,000 square feet	17,384 square feet
Minimum Lot Width:	90 feet	140 feet

Comprehensive Plan Guidance:

Any rezone in the city must be in accordance with the Osseo Comprehensive Plan. The 2040 update designates this parcel as Bottineau Boulevard Commercial, which represents one and two-story retail and service uses, with convenient auto access and high visibility from the highways. The proposed zoning classification conforms well to this plan, as evidenced by Lot 9.

Special Considerations:

This is not a rezone of the entire parcel, this is a rezone of that portion of the parcel that constitutes Lot 8, in order that the underlying zoning matches both the zoning of Lot 9, and the actual day to day usage. The owner of the property is aware and supportive of this application, and their signature has been included in the application itself. This rezone application is, in part, a result of a Conditional Use Permit application currently on the agenda for the same property.

City Goals Met by This Action:

Develop and implement the Comprehensive Plan Update

Options:

The City Council may choose:

1. Approve the first reading and final adoption of Ordinance no. 2022-01, and waive second reading;
2. Approve the first reading of Ordinance no. 2022-01, and schedule a second reading for January 24;
3. Deny the first reading of Ordinance no. 2022-01; or
4. Table action on this item for more information

Recommendation/Action Requested:

Staff recommends 1) Approve the first reading and final adoption of Ordinance no. 2022-01, and waive second reading. Approval is required for action on agenda item 10C.



Application For:
Rezone of Property

415 Central Avenue, Osseo, MN 55369
Phone 763.425.2624
Fax 763.425.1111

Property Information:

Site address: 257 5TH AVE SE

Property identification number: 1811921310098

Property legal description: Lot: 8 Block: 004 Tract/Addition: SIPES ADDITION

Property type (check one): Abstract: ☐ Torrens: ☒

Current zoning: R-1 Requested zoning: CZN Property size: 17,384

Description of request: Change Lot 8, which forms northern half of parcel, from R-1 to CZN

Reason for request: This parcel is split down the middle, this would ensure both halves reflect actual usage.

Applicant Information:

Name: Joe Amerman - City of Osseo Daytime phone: 763-425-1454

Address: 415 Central Ave, Osseo Email Address: jamerman@ci.osseo.mn.us

Applicant agrees to reimburse the City of all legal and/or engineering costs incurred by the City, provide 15 copies (11x17) of site plan/drawings/survey for submittal, and pay any additional water and/or sewer assessments that may be due pending a check of City records.

Signature: [Signature] Date: 11.15.21

Property Owner Information:

Name: Wiley Enterprises Daytime phone: 612-490-7062
Address: 315 1st Ave NE Email Address: _____

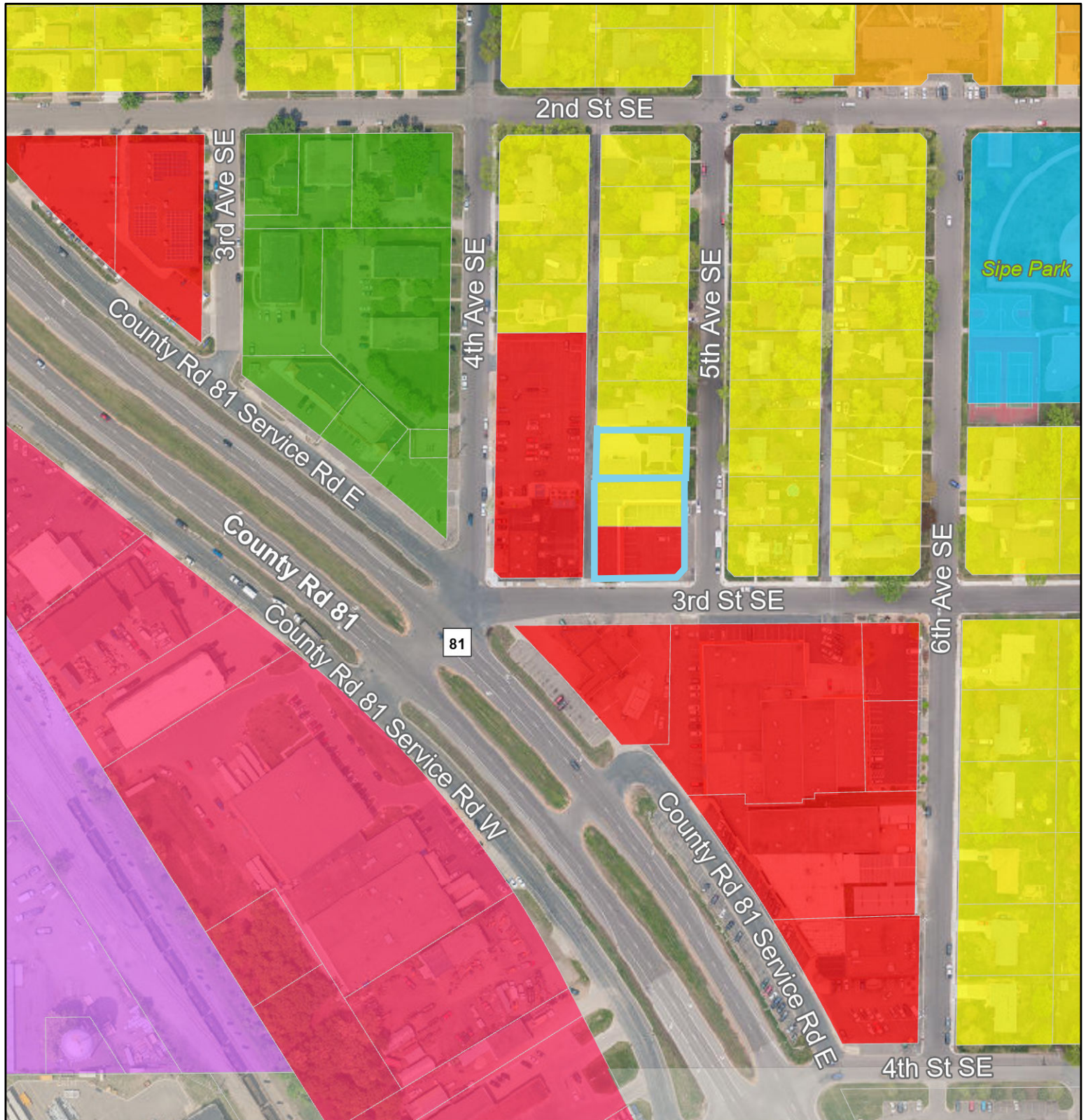
Signature: Barbara Wiley Date: 11-29-21

The City of Osseo requires that the Property Owner sign and date all land use applications. Applications will not be accepted unless the Property Owner has signed the application.

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

For City use only:

Receipt number: — Date received: 11-15-21 ^{Application} (\$500 Application Fee)
Any other fees? N/A Received by: JA
Notice to press date: 12-2-21 Press publication date: 12-9-21
Scheduled Planning Commission date: 12-20-21
Scheduled City Council date: 1-10-21



1 in = 188 ft

Zoning Classification

- Central Business District (CBD)
- Highway Commercial District North (C2N)

- Highway Commercial District South (C2S)
- Manufacturing and Industrial District (M)

- One and Two Family Residential District (R-1)
- Multi-Family Residential District (R-2)
- Public Institution District (PI)

- Edge Mixed Use (EXMU)





1 in = 94 ft

Land Surveying
Land Planning
Civil Engineering
Environmental Engineering
Geotechnics

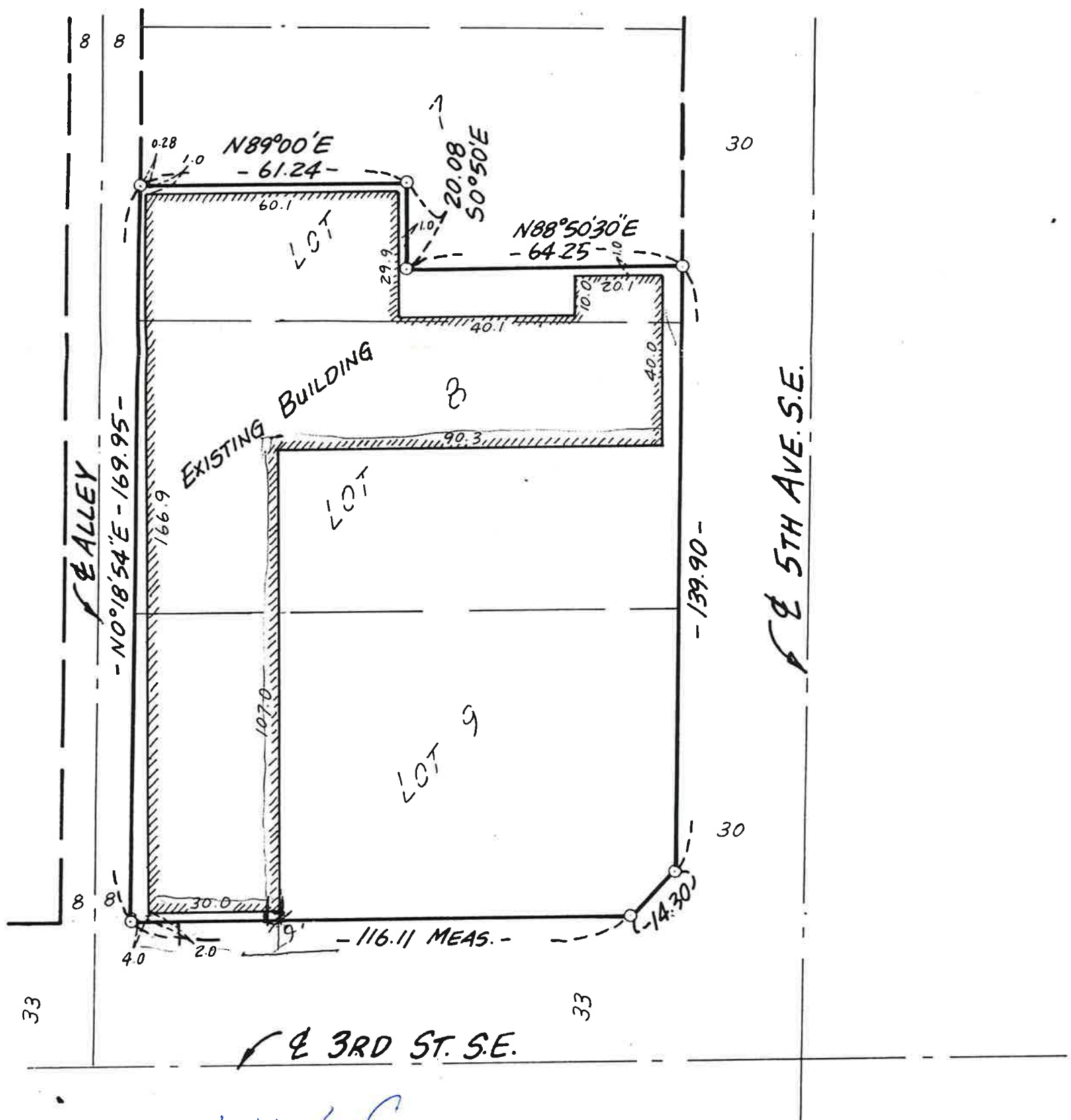
Scale 1"=30'
Denotes Iron Monument set \circ
Denotes Iron Monument found \bullet

For WILEY ENTERPRISES

Certificate of Survey

All of Lots 8 and 9 in Block 4, Sipe's Addition, Hennepin County, Minnesota and that part of Lot 7 in said Block 4 lying southerly of the following described line. Commencing at the Southwesterly corner of said Lot 9 of Block 4, thence on an assumed bearing of North 00 degrees, 18 minutes, 54 seconds East along the West line of said Lots 9, 8 and 7 of Block 4 a distance of 169.95 feet to the actual point of beginning of the line to be described; thence North 89 degrees, 00 minutes East a distance of 61.24 feet; thence South 00 degrees, 50 minutes East a distance of 20.08 feet; thence North 88 degrees, 50 minutes, 30 seconds East a distance of 64.25 feet to the East line of said Block 4 and there terminating.

Subject to easements of record. (If Any)



Donohue
Engineers & Architects

Donohue & Associates, Inc.
7200 Hemlock Lane North, Suite 200
Maple Grove, Minnesota 55369
612-425-2181

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land described above and of the location of all buildings thereon, and all visible encroachments, if any, from or on said land, that this survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. As surveyed by me this 26TH day of SEPTEMBER, 1986.

by Leonard Bilanski

Minnesota Registration No. 15479

Drawn by LP

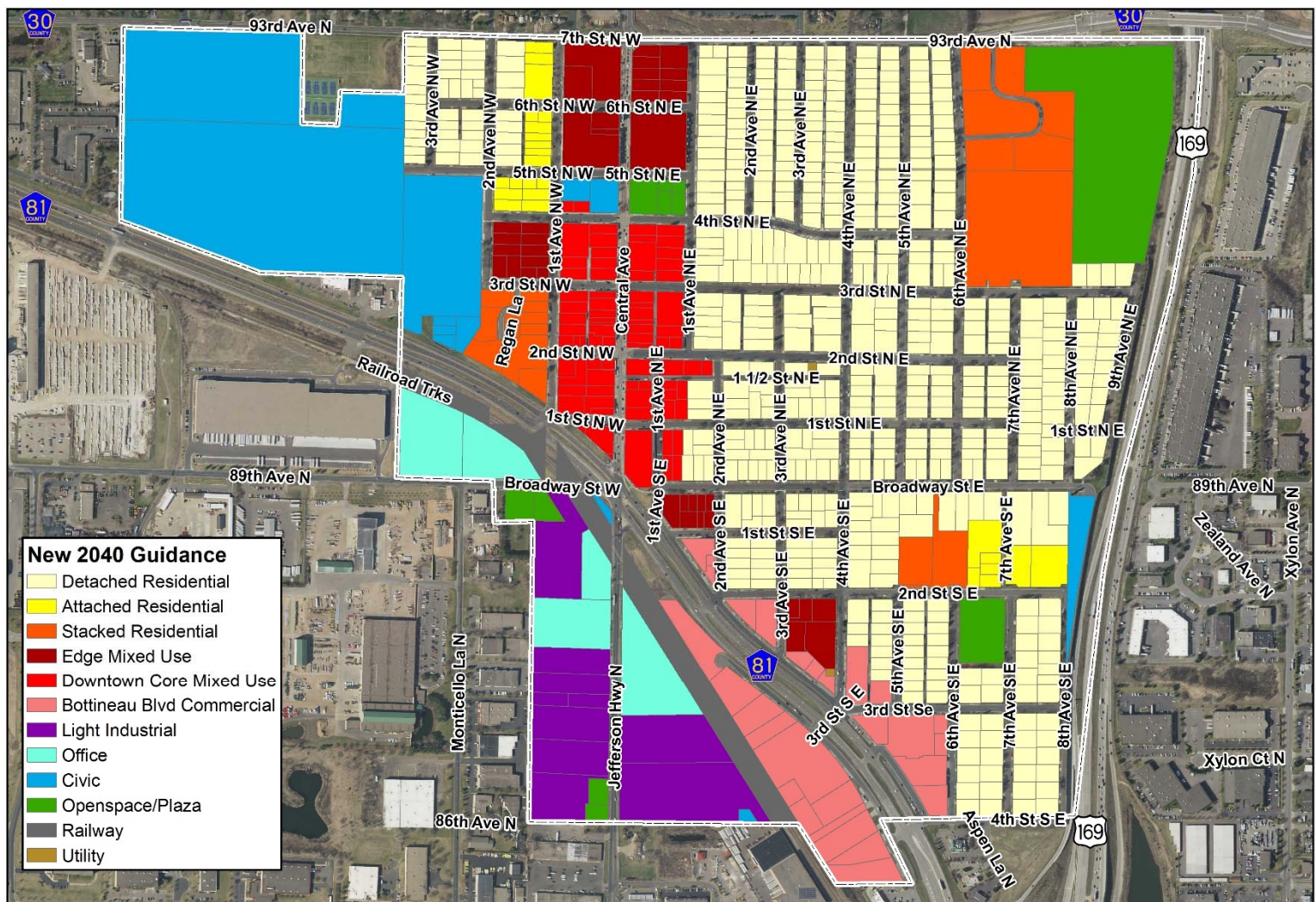
Book 655

Checked by LP

Page 13

File No. 41479.001

FIGURE 3-3: FUTURE LAND USE GUIDE PLAN



2040 Land Use Guidance
Osseo 2040 Comprehensive Plan
City of Osseo



0 1,000 Feet
1 inch = 750 feet



The land use plan shown in FIGURE 3-3 shows the guided expectations for land use in Osseo out to the year 2040.

ORDINANCE NO. 2022-01
CITY OF OSSEO
COUNTY OF HENNEPIN
STATE OF MINNESOTA

AN ORDINANCE AMENDING CHAPTER 153 APPENDIX D-ZONING MAP
OF THE CITY CODE OF ORDINANCES

Section 1: Legislative Findings. The City Council hereby finds and determines as follows:

- (a) The City of Osseo Planning Commission has initiated proceedings to rezone a parcel belonging to Wiley Enterprises, which is located at 257 5th Ave SE (PID: 18-119-21-31-0098) and legally described as Lot 8, Block 4, Sipes Addition, Hennepin County, Minnesota, from One and Two-Family Residential (R-1) to Highway Commercial North (C2N);
- (b) The City of Osseo Planning Commission held a public hearing on December 20, 2021, regarding the requested rezoning of the Property and voted 6-0 to forward the application to the City Council with a recommendation that it be approved;
- (c) The City Council has considered the application, the Planning Commission's recommendation, and the requirements of Chapter 153, Section 152 of the City's Code of Ordinances; and
- (d) The City Council finds the proposed rezoning is consistent with the Comprehensive Plan and the surrounding properties because it is identified as a Retail and Other Commercial land use and Bottineau Boulevard Commercial in the plan; will not have an adverse impact on the adjacent properties because it is consistent with their current and future uses; will not impact adjacent zoning districts, and should be approved.

Section 2: Rezoning. The Property is hereby rezoned to Highway Commercial North (C2N). The City Clerk is hereby authorized and directed to revise the City's official zoning map to reflect the amendment made by this Ordinance.

Section 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and the first day of publication.

Adopted by the City Council of the City of Osseo, Minnesota, this 10th day of January, 2022.

APPROVED:

Duane E. Poppe, Mayor

ATTEST:

Katrina Jones, City Clerk

First reading, January 10, 2022

Second reading and adoption:

(City Code Sec. 30.24 A)

Published:



Osseo City Council Meeting Item

Agenda Item: Consider Conditional Use Permit for a Veterinary Dermatology Business at 431 Third Street Southeast

Meeting Date: January 10, 2022

Prepared by: Joe Amerman, Community Management Coordinator

Attachments: Osseo Zoning Map
Site Location Map
Completed Application
Acknowledgement of Responsibility
Applicant Narrative
1986 Certificate Of Survey
Proposed Building Layout
Draft Resolution

Policy Consideration:

Consider a Conditional Use Permit request from Amy Haarstad of Haarstad Veterinary Dermatology for a veterinary business to be located at mailing address 431 3rd St SE (PID 1811921310098). Veterinary businesses are considered conditional uses in the Highway Commercial North (C2N) district.

Previous Action:

A public hearing was held during the December 20, 2021, meeting of the Osseo Planning Commission. The Planning Commission voted unanimously to recommend approval of the Conditional Use Permit request.

Background:

Amy Haarstad is a board-certified veterinarian specializing in the diagnosis and treatment of allergy, skin, and ear conditions in animals. After years in general veterinary practice, Dr. Haarstad opened a veterinary dermatology practice in the fall of 2017. The practice is now growing and seeking expanded space and has identified a suite of the building located at 257 5th Ave SE as an ideal location. This property is owned by Wiley Enterprises, and is also home to A to G Music, American Family Insurance, and others. To the west of the property is American Legion Post 172, to the south is Sipe Brothers-Marathon, and to the north and east are residential neighborhoods.

The city has previously granted two other Conditional Use Permits for veterinary practices, both located along Central Avenue in the Central Business District (CBD). Veterinary practices are also considered conditional uses in the CBD.

Standards for Granting Conditional Use Permits:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort, or general welfare;
-It will comply with health and safety regulations imposed by federal, state, and local authorities is generally consistent with other uses in the C2N district;
2. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood;
-It is generally consistent with other uses in the C2N district;
3. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
-It is generally consistent with other uses in the C2N district and does not conflict with the city's Comprehensive Plan.
4. Adequate utilities, access roads, drainage, and necessary facilities have been or will be provided;
-The use will not require new construction and will take place in existing buildings.
5. Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets; and
-Access will be provided by 3rd St SE, 225 feet from the intersection with Co 81 Service Rd E. This entrance is already used for access to commercial businesses.
6. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.
-It is generally consistent with other uses in the C2N district;

Parking:

Parking will be provided by a commercial lot on the property. Parking is sufficient for the businesses in operation at this location.

All other facets of this proposal have been reviewed by City Staff and found to be acceptable for this property and zoning district.

Proposed Conditions:

After review of the application and its accompanying materials, Staff recommends the following condition

1. All animals be kept inside the premises so as not to disturb the public peace.

This is a condition that has been attached to prior veterinary conditional use permits.

Budget or Other Considerations: The \$500 application fee covers staff time for reviewing CUP applications and determining compliance with approved permits.

City Goals Met By This Action:

- Ensure City's continued financial stability.
- Foster and promote economic development in the City.
- Promote a healthy and high quality standard of living.

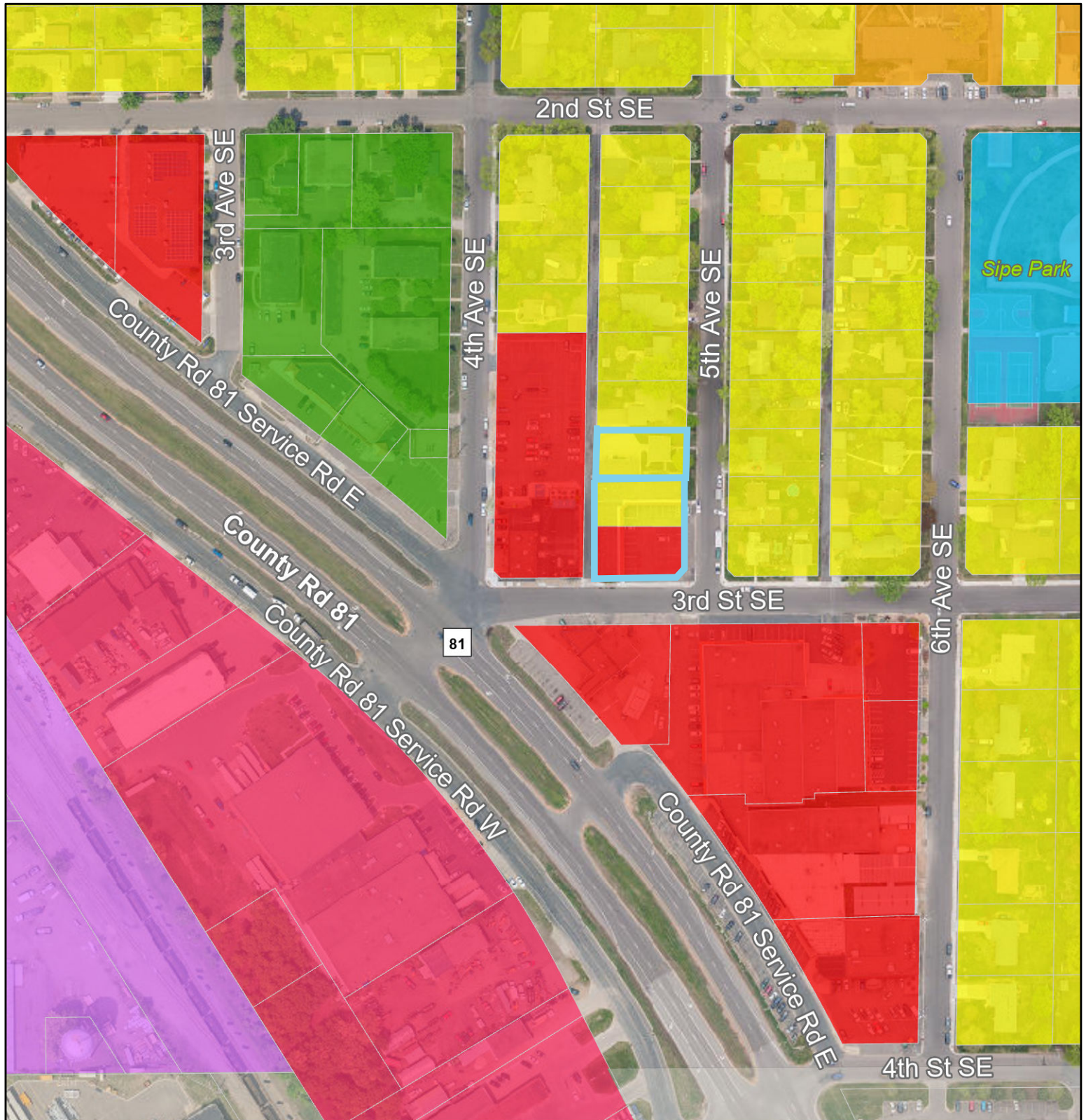
Options:

The City Council may choose to:

1. Approve the Conditional Use Permit request with the conditions of approval listed above;
2. Approve the Conditional Use Permit request with changes;
3. Deny the Conditional Use Permit request; or
4. Table action on this item for more information.

Recommendation:

Staff recommends option 1) Approve the Conditional Use Permit request with the conditions of approval listed above.



1 in = 188 ft

Zoning Classification

- Central Business District (CBD)
- Highway Commercial District North (C2N)

- Highway Commercial District South (C2S)
- Manufacturing and Industrial District (M)

- One and Two Family Residential District (R-1)
- Multi-Family Residential District (R-2)
- Public Institution District (PI)

- Edge Mixed Use (EXMU)





1 in = 94 ft



Application For:
Conditional Use Permit

415 Central Avenue, Osseo, MN 55369
Phone 763.425.2624
Fax 763.425.1111

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

Property Information:

Site address: 431 Third Street SE

Property identification number: 1811921310098

Property legal description: Lot: _____ Block: 004 Tract/Addition: SIPES ADDITION

Property type (check one): Abstract: _____ Torrens: ✓ (HVD)

Description of request: To allow Haarstad Veterinary Dermatology to occupy and conduct business at the Third Street SE location.

Reason for request: HVD is a traveling Veterinary Dermatology business that is expanding and requires neutral space to see and treat a minority portion of clients.
Small animal

Applicant Information:

Name: Haarstad Veterinary Dermatology Daytime phone: 612 757 0160

Address: 12006 87th Place N., Maple Grove 55369 Email Address: haarstadvetderm@gmail.com

Applicant agrees to reimburse the City of all legal and/or engineering costs incurred by the City, provide 15 copies (11x17) of site plan/drawings/survey for submittal, and pay any additional water and/or sewer assessments that may be due pending a check of City records.

Signature: [Signature] Date: 10/27/2021

Property Owner Information:

Name: W. Joy Enterprises Daytime phone: 612-490-7052

Address: 315 1st Ave NE Osseo Email Address: mike.w.joy@w.joyproperties.com

Signature:  Date: 10/24/21

The City of Osseo requires that the Property Owner sign and date all land use applications. Applications will not be accepted unless the Property Owner has signed the application.

.....
For City use only:

Receipt number: 630503 Date received: 10/27/21 (\$500 Application Fee)

Any other fees? N/A Received by: Karen Broden

Notice to press date: 12.2.21 Press publication date: 12.9.21

Scheduled Planning Commission date: 12.20.21

Scheduled City Council date: 1.10.22



415 Central Avenue
Osseo, MN 55369
Phone 763.425.2624
Fax 763.425.1111

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am the party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I will keep myself informed of the deadlines for submission of material and of the progress of this application.

I further understand that additional fees incurred by the City such as engineering or legal costs will be my responsibility.

I agree to allow access by City personnel to the property for purposes of review of my application and to erect a temporary sign indicating the application proposed.

Date _____ 10/28/2021 _____

Signature of Applicant _____

Name and Address of Applicant (Please Print) _____ Amy Haarstad _____

_____ 12006 87th Pl. N. _____

_____ Maple Grove, MN 55369 _____

Phone Number _____ 612-720-1800 _____

Email Address _____ DrAmy@HaarstadVetDerm.com _____

Name and Address of Contact (If Other Than Applicant) _____

Phone Number _____

Email Address _____

My name is Amy Haarstad. I am a board-certified veterinary dermatologist that specializes in the diagnosis and management of allergy, skin and ear conditions in animals. I opened Haarstad Veterinary Dermatology (HVD) in the fall of 2017. Until now, HVD has been an exclusively [traveling veterinary dermatology practice](#). I have been working out of my home office and seeing patients at their primary care vet clinics or as house call appointments.

The business has grown over the past 4 years and is ready to have a standalone space. I started working on my own, but now have three employees. I still plan to regularly travel to primary care clinics and provide house call services. However, I need a space near my home that can serve as a new base of operations. The purpose of having a local office now is to provide more room for my employees, allow for clients to pick up medications, and to see patients for appointments. Some clinics have expressed interest in referring patients to me, but they do not have the space for an outside specialist. An office in Osseo would allow me the opportunity to open up my services to patients outside my current travel area, which means I can help more pets.

I was excited to find this space in Osseo. It was exactly what I have been looking for over the past several months. I grew up (and still live) just a few minutes away in Maple Grove and graduated from OSH. I have many fond memories of Osseo. I have observed the city supporting the businesses that have been there for years and creating opportunities for new small businesses like mine. I look forward to the opportunity to become part of the small business community in Osseo.

Certificate of Survey

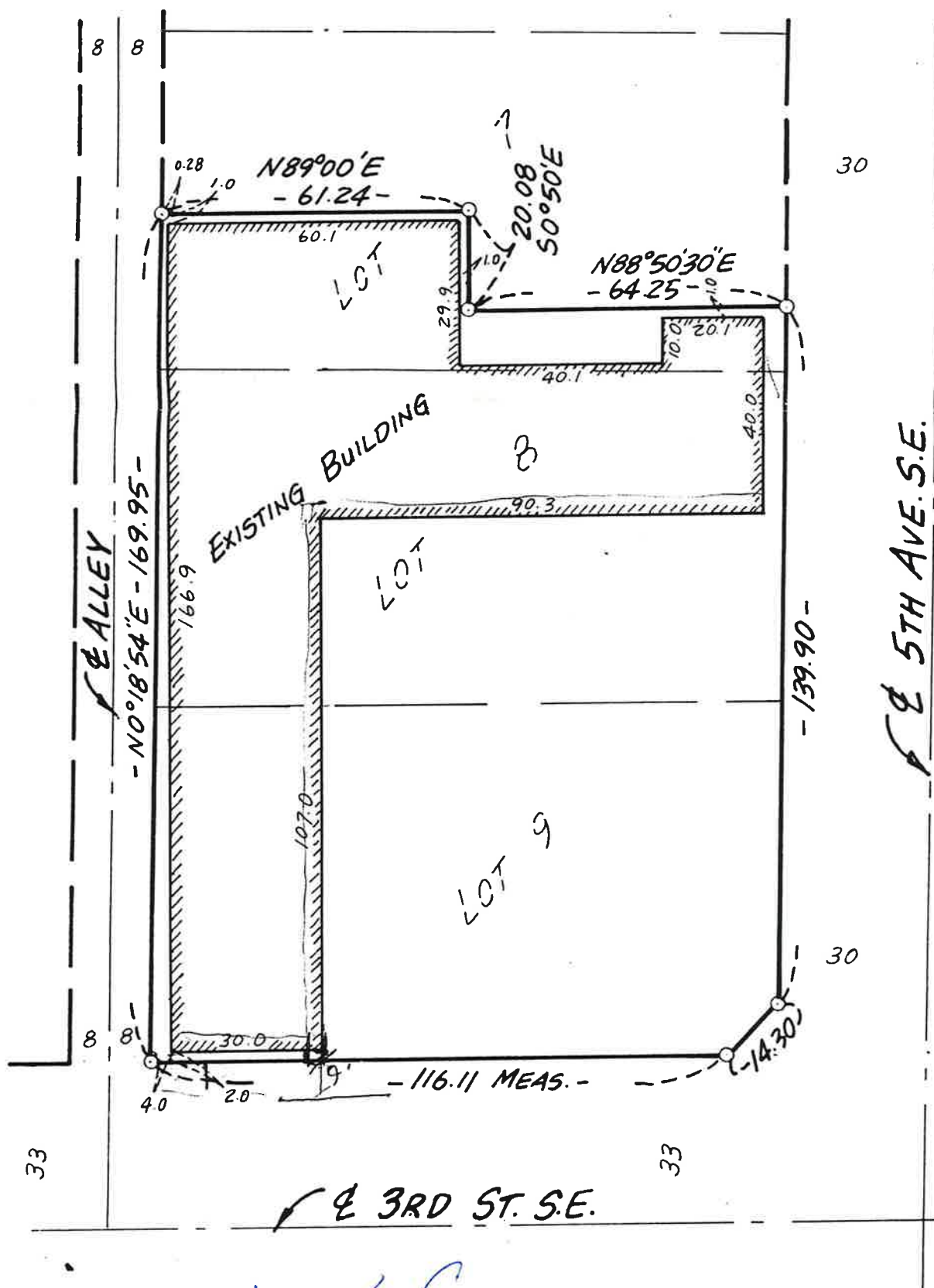
Land Surveying
Land Planning
Civil Engineering
Environmental Engineering
Geotechnics

Scale 1"=30'
Denotes Iron Monument set ☐
Denotes Iron Monument found ☒

For WILEY ENTERPRISES

All of Lots 8 and 9 in Block 4, Sipe's Addition, Hennepin County, Minnesota and that part of Lot 7 in said Block 4 lying southerly of the following described line. Commencing at the Southwesterly corner of said Lot 9 of Block 4, thence on an assumed bearing of North 00 degrees, 18 minutes, 54 seconds East along the West line of said Lots 9, 8 and 7 of Block 4 a distance of 169.95 feet to the actual point of beginning of the line to be described; thence North 89 degrees, 00 minutes East a distance of 61.24 feet; thence South 00 degrees, 50 minutes East a distance of 20.08 feet; thence North 88 degrees, 50 minutes, 30 seconds East a distance of 64.25 feet to the East line of said Block 4 and there terminating.

Subject to easements of record. (If Any)



Donohue
Engineers & Architects

Donohue & Associates, Inc.
7200 Hemlock Lane North, Suite 200
Maple Grove, Minnesota 55369
612-425-2181

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land described above and of the location of all buildings thereon, and all visible encroachments, if any, from or on said land, that this survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota. As surveyed by me this 26TH day of SEPTEMBER, 1986.

by Leonard Bilanski

Minnesota Registration No. 15479

Drawn by af

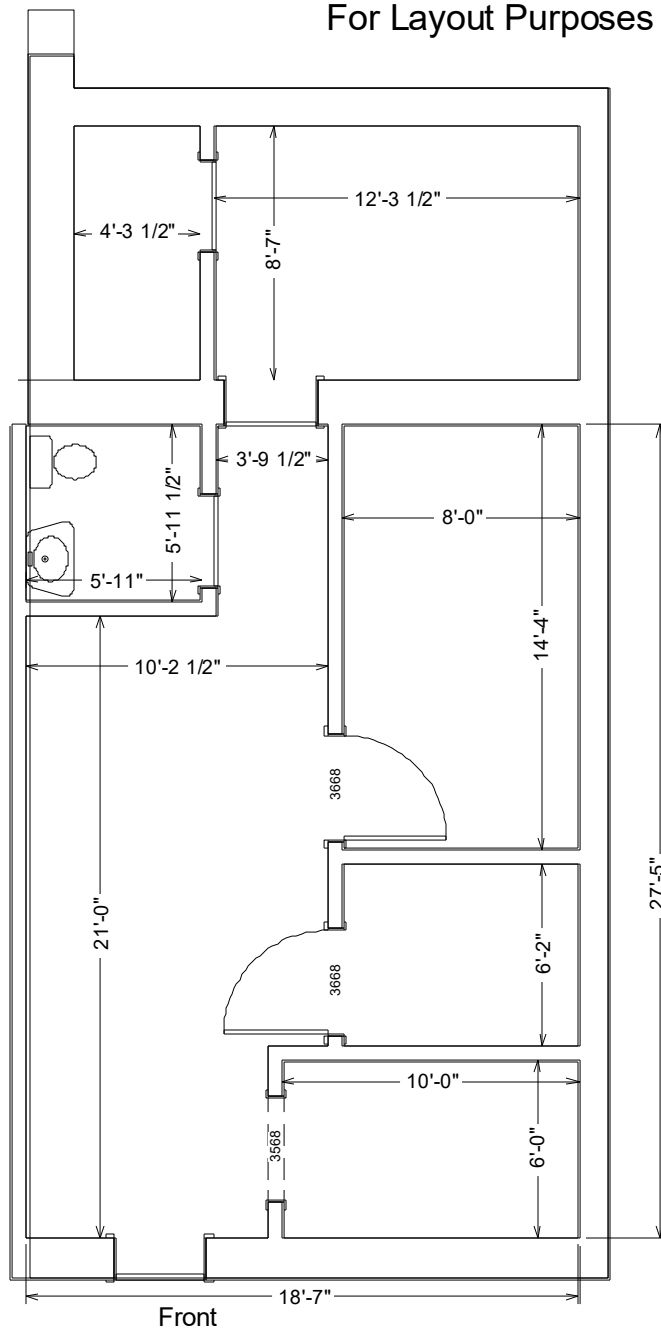
Book 655

Checked by LP

Page 13

File No. 41479.001

For Layout Purposes Only



431 Third Street S.E., Osseo, MN 55369
Total Square Footage - 873

CITY OF OSSEO
Resolution No. 2022-xx

**RESOLUTION GRANTING REQUEST FROM AMY HAARSTAD FOR A
CONDITIONAL USE PERMIT AMENDMENT TO ALLOW FOR
VETERINARY DERMATOLOGY AT 431 3RD STREET SOUTHEAST**

WHEREAS, Amy Haarstad has made application for a conditional use permit (“CUP”) amendment to allow for a veterinary dermatology practice at 431 3rd St SE (Property Identification Number 18-119-21-31-0098) (“Subject Property”); and

WHEREAS, the Subject Property is zoned C2-N (Highway Commercial North), which is intended to accommodate service type business uses primarily oriented to the driving public with needed parking facilities provided on site by the owner; and

WHEREAS, Section 153.038(A)(3)(a) of the City Code of Ordinances indicates that the proposed use is a conditional use in this zoning district; and

WHEREAS, the City has determined the proposed use may be allowed as a conditionally permitted use; and

WHEREAS, in making this determination whether or not the conditional use is to be allowed, the City may consider the nature of the land, the nature of adjoining land or buildings, whether or not a similar use is already in existence and located on the same premises or on other lands immediately close by, the effect upon traffic into and from the premises or on any adjoining roads, and all other or further factors as the City shall deem appropriate for consideration in determining the effect of the use on the general welfare, public health, and safety; and

WHEREAS, a public hearing was held on December 20, 2021, at a regular meeting of the Osseo Planning Commission and all interested persons were invited to submit comment and were heard by the Planning Commission; and

WHEREAS, notice of said public hearing was published in the official newspaper, surrounding property owners were notified, and notice was duly posted at City Hall; and

WHEREAS, based on a review of the application and input from the public hearing, the Planning Commission recommended approval of the requested conditional use permit at its December 20, 2021, regular meeting by a 6-0 vote; and

WHEREAS, the City Council considered the application and Planning Commission recommendation on January 10, 2022; and

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

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort, or general welfare, because it will comply with health and safety regulations imposed by federal, state, and local authorities and is generally consistent with other uses in the C2-N district;
2. The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood, because it is generally consistent with other uses in the C2-N district;

3. The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district, because it is generally consistent with other uses in the C2-N district and does not conflict with the city's Comprehensive Plan;
4. Adequate utilities, access roads, drainage, and necessary facilities have been or will be provided, because the use will not require new construction and will take place in existing buildings;
5. Adequate measures have been taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets; and
6. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

BE IT FURTHER RESOLVED that said conditional use permit is approved subject to the following condition:

1. That all animals be kept inside the premises so as not to disturb the public peace.

Adopted by the Osseo City Council this 10th day of January, 2022.

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

and the following voted against the same: _____, and
the following was absent: _____,
whereupon said resolution was declared duly passed and adopted.

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

We, the undersigned, being the duly qualified Mayor and Clerk of the City of Osseo, Hennepin County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing - Resolution No. 2022-XX is a true and correct copy of the Resolution as adopted by the City Council the 10th day of January, 2022.

Duane E. Poppe, Mayor

Katrina Jones, City Clerk

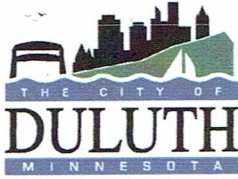


City of Osseo City Council Meeting Item

Agenda Item:	Approve Supporting the Minnesota Health Plan and Federal Medicare for All Act – Joel Sipress, former Duluth City Councilmember (Resolution)
Meeting Date:	January 10, 2022
Prepared by:	Riley Grams, City Administrator
Attachments:	Letter of support Presentation References Resolution

Councilmembers Juliana Hultstrom and Harold Johnson asked to have this item on the agenda for Council consideration. The attached Resolution would show Council support for the Minnesota Health Plan and Federal Medicare for All Act. Former Duluth City Councilmember Joel Sipress will help make a presentation to the Council and answer any questions the Council may have.

The Council may choose to motion to pass the attached Resolution which supports the Minnesota Health Plan and Federal Medicare for All Act.



**CITY OF DULUTH
CITY COUNCIL**

330 City Hall 411 West First Street
Duluth, Minnesota 55802-1189
URL: www.duluthmn.gov
Fax (218) 730-5923

JOEL SIPRESS
2nd District City Councilor
Phone (218) 349-6630
jsipress@duluthmn.gov

January 3, 2022

To the Members of the Osseo City Council,

I am a member of the Duluth City Council coming to the end of my second term. (I chose not to run for re-election.) I write to encourage you to join Duluth in endorsing the creation of a universal public health finance system via legislation such as the Minnesota Health Plan and the federal Medicare for All proposal.

Last month, Duluth city councilors unanimously approved a similar resolution. The Duluth City Council is a diverse body whose members include an accountant, a management employee at a regional utility, a healthcare worker, the owner of a group of local convenience stores, a city bus driver/yoga instructor, a corporate trainer, a hospital chaplain, a non-profit employee, and a college faculty member. This diverse group was brought together by a shared recognition that this country's health care system is on an unsustainable path that poorly serves people's health needs and that threatens the long-term financial stability of the city.

The dysfunction of the current system is obvious to anyone who has a chronic health condition or who has a loved one who does, as I do. It is the impact of rising health care costs on city finances that most directly affects our work as city councilors, however. In my eight years on the Duluth City Council, among my most difficult tasks has been to balance the need to fund the city services that residents expect and rely upon with residents' limited ability to pay increased property taxes. And in those eight years, among the largest drivers of local tax increases has been the skyrocketing costs of employee health benefits. Given the current trajectory of health care costs under the current system, I shudder to think about the City of Duluth's long-term financial stability. Change is clearly necessary, and a well-designed public health finance system that guarantees coverage to all regardless of employment status is the most viable path to ensure individual access to quality care while restraining overall health care spending and relieving municipal government of the burden of rising costs.

I believe that city councils should adopt advisory resolutions sparingly. Given the direct impact that rising health care costs have on city finances and on property tax payers, I believe it is both appropriate and vital that cities like Duluth and Osseo weigh in on this issue.

With appreciation for your service,

Joel Sipress
Second District Duluth City Councilor

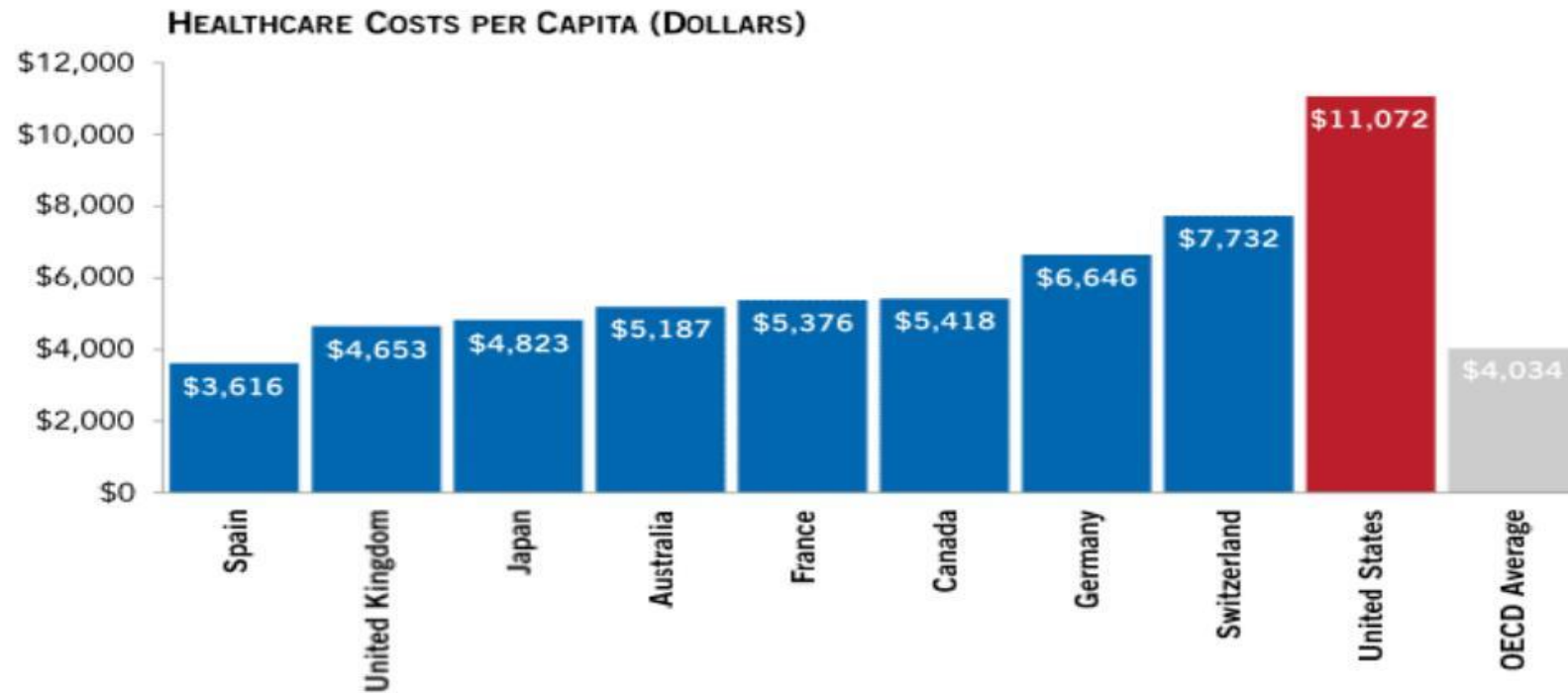
We have “the best health care system in the world”, right? So then why is it that.....

- one in three people in the U.S. can't get the care they need due to cost
- one in five people can't afford to go to the dentist
- over 45,000 deaths per year are attributed to inability to access health care
- two-thirds of personal bankruptcies are due to medical debt – 530,000 annually
- millions of people have commercial insurance policies that cost too much to use because of high: premiums, co-pays, deductibles, and co-insurance
- 42% of people with a diagnosis of cancer deplete life savings within two years
- **insurance tied to a job is unstable, insecure, costly, disruptive, often leads to gaps in coverage, requires massive taxpayer subsidies to work**
- approximately 29 million of us are uninsured, 41 million are underinsured due to cost
- treating health care as a business serves corporate interests but not the people

PER CAPITA HEALTHCARE SPENDING IN US



United States per capita healthcare spending is nearly three times the average of other developed countries



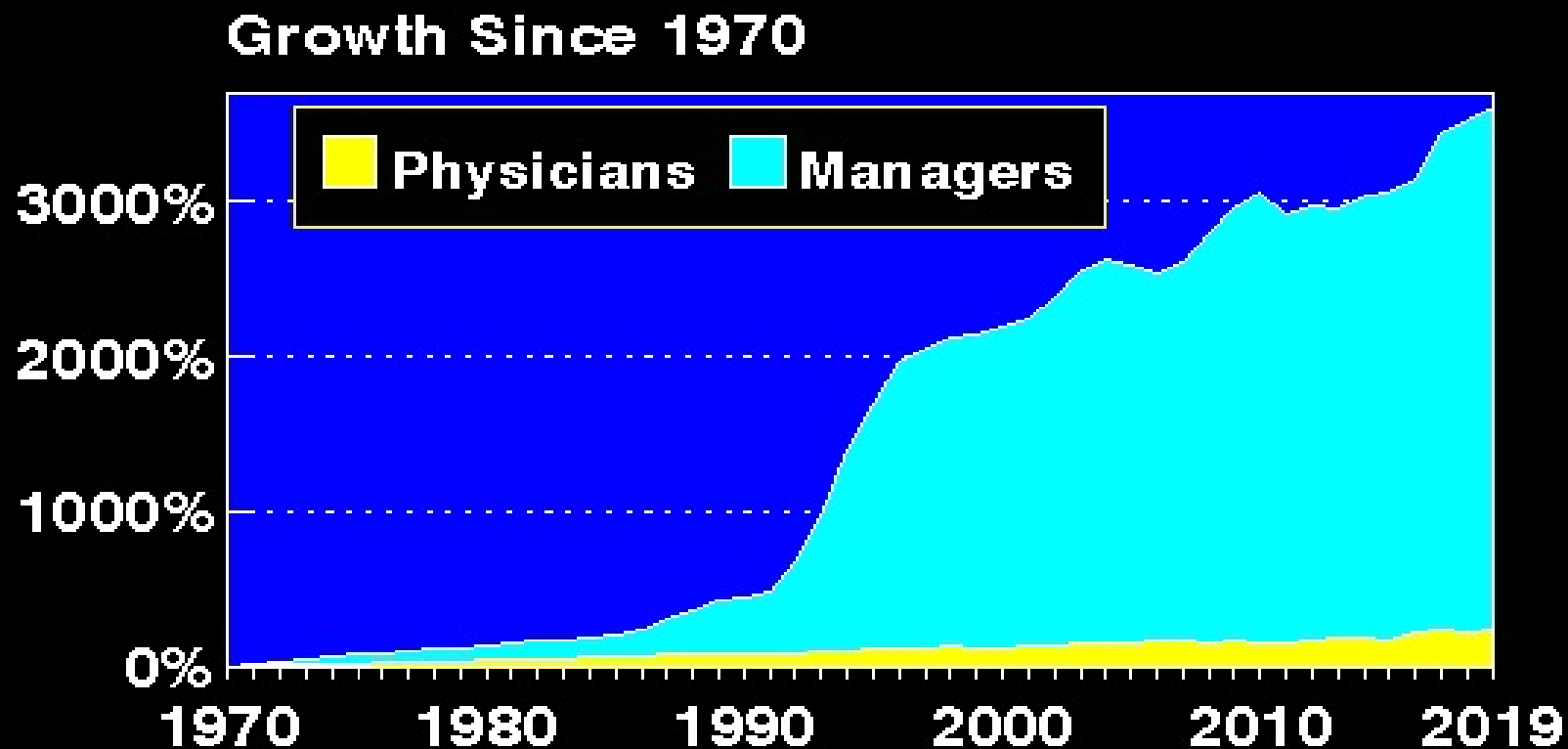
SOURCE: Organisation for Economic Co-operation and Development, *OECD Health Statistics 2020*, July 2020.

NOTES: Data are for 2019. Chart uses purchasing power parities to convert data into U.S. dollars. OECD average excludes the United States.

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PGPF.ORG

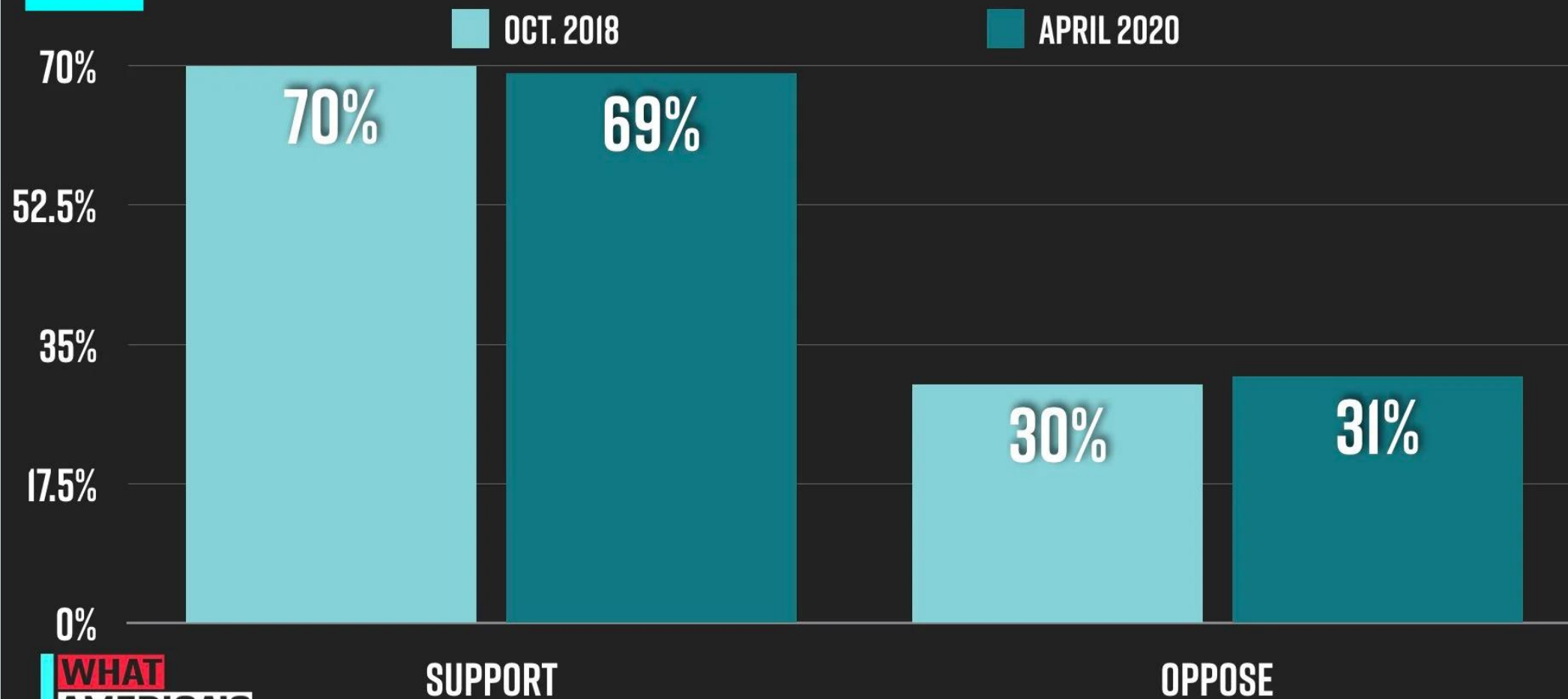
Growth of Physicians and Administrators 1970-2019



Source: Bureau of Labor Statistics; NCHS; and Himmelstein/Woolhandler analysis of CPS
Note - Managers shown as moving average of current year and 2 previous years

SUPPORT FOR MEDICARE FOR ALL REMAINS CONSISTENT

WOULD YOU SUPPORT OR OPPOSE PROVIDING MEDICARE TO EVERY AMERICAN?



IMPACT ON CITIES/MUNICIPALITIES

- The CBO's brief mention of the savings likely to accrue to these governments (and their taxpayers) omits probable savings from no longer having to bear the costs of public employees' health insurance (projected to total \$318 billion in 2030), as well as about \$162 billion in savings on other health programs. These, together with savings on Medicaid (which the CBO does remark on), would bring *state and local governments' total savings from single payer to about \$800 billion in 2030* alone, reductions that provide important context for the CBO's estimates of increased federal government expenditures.
- Single-payer promotes the *fiscal responsibility* that taxpayers expect from their elected officials.

City of Osseo - 2020 Health Insurance: Estimated Cost Savings Analysis – Current Costs vs. Single Payer

Total Cost Health/Dental Insurance: \$146,039

Total Expenditures Budget: \$2,813,266

Total Salaries: \$1,169,631

Health and Dental premiums cost 5.2% of the total budget: $(146,039/2,813,266) \times 100 = 5.2\%$

Health and Dental premiums cost 12.5% in proportion to the total cost of salaries: $(146,039/1,169,631) \times 100 = 12.5\%$

The table below shows the present 2020 cost of employee health and dental insurance cost versus two single payer employer funding proposals: a modest (7.5%) payroll tax and a high (10%) payroll tax.

% Payroll tax	Projected against FY20 salaries of 1,169,631	\$ savings / % savings	Proportion FY20 Operating Budget
FY20 private insurance plans (12.5%)	146,039	-	5.2%
Modest payroll tax (7.5%)	87,722	58,317 / 40%	3.1%
High payroll tax (10%)	116,963	29,076 / 20%	4.2%

For a modest payroll tax of 7.5% : $1,169,631 \times 7.5\% = 87,722$

$146,039 - 87,722 = 58,317$ saved or 40% savings;

In proportion to the total expenditures (operating) budget:

$87,722 / 2,813,266 \times 100 = 3.1\%$

For a high payroll tax of 10% : $1,169,631 \times 10\% = 116,963$

$146,093 - 116,963 = 29,076$ saved or 20% savings;

In proportion to the total expenditures (operating) budget:

$116,963 / 2,813,266 \times 100 = 4.2\%$

HOW CURRENT HEALTHCARE SYSTEM FALLS SHORT WHEN ADDRESSING **MENTAL HEALTH**

- More than half (57%) of Americans with mental illness — including 90% with substance use disorder and 73% of youth with severe depression — cannot access treatment. While 11% of adults with mental illness are uninsured, a majority have commercial insurance plans but still can't get needed care. Why?
- 1. Insurers pay less for mental health care
- 2. Insurers limit our choice of providers
- 3. Insurers limit or deny common treatments such as medication, therapy, and hospitalization

CURRENT HEALTHCARE SYSTEM HURTS SMALL BUSINESS

- “Small businesses – which have been hit the hardest under COVID-19 – were already facing the biggest challenges providing health insurance. Because of their size and the lack of economies of scale, *small businesses often struggle to afford insurance for their employees*. They face a significant disadvantage when negotiating with insurers and end up paying higher prices than larger companies. Employers with fewer than 10 employees face premiums nearly 20% higher, for the same benefits, than those paid by large businesses, and employers with 10 to 25 employees can expect to pay around 10% more.”
- Many business owners that want to provide coverage to their employees can't afford to. *This hurts their competitiveness in attracting and retaining the best workers when compared to more established businesses.*
- Unfortunately the Chamber of Commerce has undermined all healthcare finance reform that would significantly benefit main street businesses. Their allegiance is to Wall Street and the for-profit healthcare industry. They are happy to throw small businesses under the bus, to benefit their corporate funders!

MEDICARE FOR ALL ACT WOULD HELP SMALL BUSINESSES

- Since there will no longer be “employer based plans”, costs are reduced by no longer having administrative (HR) costs to annually “shop” for “affordable” plans, that fit their employees’ needs.
- Some ideas to help fund M4A include a payroll tax for businesses. ex.: In one funding proposal, businesses would pay a 7.5% payroll tax under M4A. Most businesses would see a significant reduction, from the 15-25 % they presently pay, in proportion to salaries. In addition, it has been proposed, that businesses will be allowed to exempt the first \$1-2 million of payroll, before having to pay-in. So, small businesses, that never provided insurance, would not be disadvantaged under M4A.
- Predictability - Businesses can plan their budgets more easily
- Levels playing field for attracting and retaining good employees
- Entrepreneurs would be free to start new businesses, without having to worry about being able to afford health insurance or risk going without.

CURRENT MEDICARE FALLS SHORT FOR SENIORS

- Recent government data shows that Medicare Advantage plans have *overcharged the federal government an average of \$10 billion a year for the last three years*. What's worse, they have been unaccountable for these overcharges.”
- Healthcare is now consuming, on average, *over 40% of Social Security checks* and increasing annually.
- The current system *pushes people into nursing homes instead of home and community-based services* (HCBS), despite such services being less expensive and often more desirable to patients than nursing home care.
- Creates *emotional stress* as well as excessive time navigating the ludicrous complexity of our commercial insurance infested Medicare program.

MEDICARE FOR ALL ACT 2021 HELPS SENIORS

- Ends need for supplemental coverage
- Ends cost sharing (deductibles, copays, donut holes)
- Ends limitations on provider networks
- Begins comprehensive coverage (vision, hearing, dental, LTC, prescriptions)
- Begins Long Term Care now called “LTSS” with emphasis on community based services
- Provides much more stable, sustainable funding than existing Medicare

“THE ELEPHANT IN THE ROOM” WHAT VALUE DOES COMMERCIAL INSURANCE ADD TO OUR HEALTH CARE SYSTEM?

Why are health care costs in the U.S. so high? Exhibit A.



- total compensation for UnitedHealthGroup CEO, David S. Wichmann in 2018 was \$52,098,104, much of it in stock options and bonuses, taxed at lower rates than ordinary income (or not at all)
- UnitedHealthGroup is a for-profit commercial health insurance company based in Minnesota
- the top six executives at UHG - \$162,400,000 in pay in 2019 (LTE in the StarTribune, Aug 9, 2020)
- the CEO of Medtronic took home \$13,899,744 in 2018
- income for actual health care givers – not even close

Imagine a world.....



Resolution No. 2022-xx

**RESOLUTION IN SUPPORT OF THE MINNESOTA HEALTH PLAN
AND FEDERAL MEDICARE FOR ALL ACT**

WHEREAS, the system of private health insurance in the United States creates financial and bureaucratic barriers that prevent individuals from obtaining needed medical care, drives up the overall costs of health care at unsustainable rates, and saddles individuals, businesses, and local government with unsustainable health care costs; and

WHEREAS, a 2021 survey found that more than one-quarter of Minnesotans struggled to pay their medical bills and nearly half delayed or skipped needed medical care due to concerns about cost; and

WHEREAS, at the current rate of growth Minnesota's total health care spending will double from \$47.1 billion to \$94 billion in 10 years to be 19 percent of our state economy, more than housing and transportation; and

WHEREAS, healthcare expenses for City of Osseo employees have been increasing at an unsustainable annual rate of nearly 10 percent, putting upward pressure on local property taxes and threatening the financial stability of the city budget; and

WHEREAS, members of the City Council are committed to being responsible stewards of residents' tax dollars; and

WHEREAS, Minnesota employers' health insurance costs are increasing at a faster rate than the national average; and

WHEREAS, a well-designed and efficient universal public health finance system would guarantee all Minnesotans high quality health care regardless of employment status, would reduce the complexity and bureaucracy of our health-care system, and would provide significant financial savings to individuals, businesses, and local government; and

WHEREAS, the Minnesota Health Plan (S.F. 1643) would create a universal public health finance system that will contain costs and save money and provide high quality, comprehensive health care for every Minnesotan, while relieving both public and private employers of the burden of providing health care benefits; and

WHEREAS, the federal Medicare for All Act of 2021 (H.R. 1976) would create a similar system at the national level that would guarantee all Americans health coverage regardless of employment status while saving \$2 trillion to \$5 trillion in national health care spending over 10 years.

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

1. The City of Osseo affirms that healthcare is a basic human need, which must be guaranteed to all Minnesotans and U.S. residents through a well-designed and efficient public health finance system that guarantees health coverage to all individuals regardless of employment status.
2. To achieve the goal of a well-designed and efficient public health finance system the City Council endorses the Minnesota Health Plan (S.F. 1643) and the federal Medicare for All Act of 2021 (H.R. 1976).
3. The City Council urges Osseo's state and federal legislative delegations to co-sponsor and support the Minnesota Health Plan (S.F. 1643) and the federal Medicare for All Act of 2021 (H.R. 1976), or similar legislation.
4. The City Council requests that city administration inform Osseo's state and federal legislative delegations of this resolution.
5. This resolution endorses both the proposed Minnesota Health Plan (S.F. 1643) and federal Medicare for All Act of 2021 (H.R. 1976).



City of Osseo City Council Meeting Item

Agenda Item: Approve 2022 Official Council Appointments (Resolution)

Meeting Date: January 10, 2022

Prepared by: Riley Grams, City Administrator

Attachments: Resolution
Council Committee Descriptions

Policy Consideration:

Consider appointing Council members to various boards, committees, and other appointments.

Background:

Each year the City Council should discuss the to various appointments to Council committees and other boards. I recently sent an email to the full Council asking for Council preferences to the committees and boards, and included a short description for each. Councilmembers were very much encouraged to respond to my email with their preferences.

The City Council should consider appointments, discuss them, and motion to appoint Council members to the various boards, committees and other appointments via the attached Resolution.

As a refresher, here were the Council appointments for 2021:

Council Appointments

Acting Mayor	Larry Stelmach
Alternate Acting Mayor	Juliana Hultstrom
Economic Development Authority	Harold E. Johnson, Duane Poppe, Larry Stelmach & Alicia Vickerman
Fire Relief Association	Duane Poppe
Heritage Preservation Commission	Harold E. Johnson
Shingle Creek & West Mississippi Watershed Management Commissions	Harold E. Johnson
Weed Inspector	Duane Poppe

Council Committee Appointments

Arts & Communications Committee	Juliana Hultstrom & Alicia Vickerman
Budget & Finance Committee	Harold E. Johnson & Duane Poppe
Human Resources Committee	Duane Poppe & Larry Stelmach
Intergovernmental Relations Committee	Juliana Hultstrom & Alicia Vickerman
Parks & Recreation Committee	Larry Stelmach & Alicia Vickerman

Public Safety Advisory Committee
Risk Management Committee

Juliana Hultstrom & Larry Stelmach
Harold E. Johnson & Larry Stelmach

Options:

The City Council may choose to:

1. Approve the attached Resolution appointing City Councilmembers to the various committee positions as stated;
2. Deny approval of the attached Resolution;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the attached Resolution appointing City Councilmembers to the various committee positions as stated.

Resolution No. 2022-X

**RESOLUTION ADOPTING 2022
OFFICIAL CITY COUNCIL APPOINTMENTS**

WHEREAS, it is the duty of City Council of the City of Osseo to make annual appointments for various positions representing the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Osseo, Hennepin County, Minnesota, that the following appointments and designations are hereby made, effective January 2022:

Council Appointments

Acting Mayor	_____
Alternate Acting Mayor	_____
Economic Development Authority	_____, _____,
	_____ & _____
Fire Relief Association	_____
Heritage Preservation Commission	_____
Shingle Creek & West Mississippi Watershed Management Commissions	_____
Weed Inspector	_____

Council Committee Appointments

Arts & Communications Committee	_____ & _____
Budget & Finance Committee	_____ & _____
Human Resources Committee	_____ & _____
Intergovernmental Relations Committee	_____ & _____
Parks & Recreation Committee	_____ & _____
Public Safety Advisory Committee	_____ & _____
Risk Management Committee	_____ & _____



City of Osseo City Council Meeting Item

Agenda Item: Citizen Appointments

Meeting Date: January 10, 2022

Prepared by: Katrina Jones, City Clerk

Attachments: Commission Members Needed Article
Letters of Interest
Resolution

Background:

Citizen appointments are made each year to various commissions and committees. Announcements have been made at prior Council meetings and included in Council packets (refer to the Commission Members Needed in 2022 article). The Press and social media have been used to reach interested volunteers, also.

Discussion:

Staff has attached Letters of Interest for these appointments and a resolution that indicates where appointments are needed. We thank our volunteers for their interest in serving the City of Osseo.

Letters of Interest from:	Kara Wolf	for	Parks & Recreation Commission
	Dori Trossen	for	Parks & Recreation Commission
	Chris Carrigan	for	Planning Commission
	Ashlee Mueller	for	Planning Commission
	Gan Ram	for	Planning Commission
	Tom Hartkopf	for	Public Safety Advisory Committee
	Nate Berg	for	Public Safety Advisory Committee

City Goals Met by This Action:

Increase communication with citizens and encourage citizen engagement.

Options:

The City Council may choose to:

1. Adopt a resolution appointing citizens to the various commissions and committees;
2. Table for additional information;
3. Continue posting available positions.

Recommendation/Action Requested:

Staff recommends the City Council adopt a resolution appointing citizens to the various commissions and committees.

Future Action:

Continue to post available open seats for various commissions and committees.

Commission Members Needed in 2022

Are you interested in finding out more about city government? Osseo is seeking interested people to serve on local boards and commissions. These positions are available:

- Historical Preservation Committee (2 positions for three year terms)
- Parks & Recreation Committee (2 positions for three year terms)
- Planning Commission (2 positions for three year terms)
- Public Safety Advisory Committee (2 positions for two year terms)
[one business appointee and one resident appointee]

The City values leadership from service minded individuals. Citizens interested in filling these appointments are asked to submit a letter or statement of interest containing name, address, telephone number, email address, and any other pertinent background information. For more information, please go to DiscoverOsseo.com/departments/city-council/boards-and-commissions.

Please send your letter of interest by January 4, 2022, to City Clerk, 415 Central Avenue, Osseo, MN 55369. For more information, please call 763-425-2624.

From: Kara Wolf <

Sent: Thursday, January 6, 2022 2:19 PM

To: Joe Amerman <

Subject: RE: Parks and Rec Letter of Interest >

Mayor Poppe,

I would like to submit a formal letter of interest in my participation on the Parks and Rec board. After filling in for someone on a shorter term at the end of 2021, I would love to serve another term on the Parks and Rec board. I look forward to helping with the summer activities and working to grow partnerships with local businesses. Thank you for the opportunity to serve in this way!

Kara Wolf

Joe Amerman

To: Dori Trossen
Subject: RE: Letter of Interest- Park and Rec

From: Dori Trossen < >
Sent: Thursday, January 6, 2022 12:53 PM
To: Joe Amerman <
Subject: RE: Letter of Interest- Park and Rec

Dear Mayor Poppe,

I am writing you to let you know of my interest to contiune to serve the community on the Park and Rec Committee.

Park and Rec has always had a spot in my heart and I have enjoyed the process.

Let me know if there is more I can do.

Sincerely,

Dori Trossen

Katrina Jones

From: Christopher Carrigan <[redacted]>
Sent: Tuesday, December 28, 2021 12:48 PM
To: Katrina Jones
Subject: Planning Commission

Mayor Poppe,

I am interested in serving on the Planning Commission for Osseo in the upcoming new year. I am currently a resident in Osseo

As a licensed Architect in MN and as a certified Planner, I have developed master plans, codes, architectural guidelines, and construction documents for many projects and in different municipalities during my nearly 20 year career. My architecture career is primarily focused on 1-2 family homes, accessory buildings, and 1-3 story main street mixed use buildings.

My firm is Historical Concepts which is based out of Atlanta and New York. I have worked remotely for the past 7 years while living in MN. We have worked with a small town in GA that is very similar in scale to Osseo called Senoia. You can see some of our work with Senoia here:

[Historical Concepts - Senoia, GA](#)

I have the knowledge base and desire to begin serving Osseo. In the past, I've served on a condo association board, and served as president of a local chapter of a national planning and architecture non-profit, CNU. I am a very open-minded person and usually can cobble together the best ideas from a group perspective and am not afraid to contribute my ideas when I know it's in the best interest of the community.

I truly love the small town we have here and am looking forward to listening and learning more about Osseo.

All the best in the New Year,

Chris Carrigan

Joe Amerman

From: Ashlee Mueller · >
Sent: Wednesday, December 29, 2021 4:45 PM
To: Joe Amerman
Subject: Planning Commission Intent Letter

Follow Up Flag: Follow up
Flag Status: Flagged

Mr Mayor,

I would like to continue my service to the city of Osseo through being a member of the Planning Commission. The last two years as the Chair of the Commission have been very educational and I look forward to continuing to participate in the years to come.

Thank you and council for your consideration.

Best,
Ashlee Mueller

—
In service,
Ashlee Mueller

Gan Ram

1/5/2022

Re: Planning Commission

Dear Mayor Poppe,

I like to inform you that I am interested in the Planning Commission position with the City. I currently live in Maple Grove for the past 13 years and I am on the border of Osseo. I consider myself as a resident of Osseo. My kids attended Osseo Junior and Senior high and I believe I am part of the community. I am currently working for Ryan Company in Osseo, and I believe with my background in Construction for over 20 years I would be a good fit for this position. My background includes working with business owners, homeowners, city officials and other nonprofit organizations. I am also familiar with the process of construction code, zoning variances, and real estate development. In the past I have worked with the City of Minneapolis on their various housing rehab programs. I have also worked with Hennepin County on their lead abatement program. Please let me know if you have any questions.

Regards,

Gan Ram

From: TOM HARTKOPF <
Sent: Wednesday, January 5, 2022 6:58 AM
To: Riley Grams <RGrams@ci.osseo.mn.us>
Subject: PSAC

City Administrator Riley Grams,

I would like to continue to serve on the "Public Safety Advisory Committee" as a resident appointment. I believe my background in law enforcement would be an asset to this committee.

Thank you for consideration by you and the council.

Respectfully,

Tom Hartkopf

Osseo, MN

From:
Sent: Tuesday, January 4, 2022 4:09 PM
To: Riley Grams <RGrams@ci.osseo.mn.us>
Subject: PSAC term

Hello Riley,

I understand my term for the PSAC committee expired in 2021 and I am wanting to volunteer for another term.

Nate Berg - Paramedic (Ret.), ABRA CBRT, Amdecon CTS level 1 & Level 2, IICRC Certified Water Damage Restoration, Licensed General Contractor, Licensed MN Real Estate Broker/Realtor

Resolution No. 2022-xx

RESOLUTION ADOPTING 2022 CITIZEN APPOINTMENTS

WHEREAS, it is the duty of Osseo City Council to make annual citizen appointments for various committees and commissions representing the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Osseo, Hennepin County, Minnesota, that the following appointments are hereby made for the terms as noted:

Citizen Appointments

Historical Preservation Commission (three year terms)	_____
<i>(two vacancies, terms expire 12/31/2023 and 12/31/2024)</i>	_____
Parks & Recreation Committee (three year terms)	_____
<i>(two positions available)</i>	_____
Planning Commission (three year terms)	_____
<i>(two positions available)</i>	_____
Public Safety Advisory Committee (two year terms)	_____
<i>(one business position available)</i>	_____
<i>(one resident position available)</i>	_____



City of Osseo City Council Meeting Item

Agenda Item: Approve 2022 City Appointments and Designations (Resolution)

Meeting Date: January 10, 2022

Prepared by: Riley Grams, City Administrator

Attachments: Resolution

Policy Consideration:

Consider approving the attached Resolution listing the City's appointments and designations for 2022.

Background:

Each year the City Council approves a Resolution that lists the City's appointments and designations. This includes consultant and other appointments, various designations, electronic funds transfers and all other financial designations.

Options:

The City Council may choose to:

1. Approve the attached Resolution adopting 2022 City appointments and designations;
2. Deny approval of the attached Resolution;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the attached Resolution adopting 2022 City appointments and designations.

Resolution No. 2022-xx

RESOLUTION ADOPTING 2022 CITY APPOINTMENTS AND DESIGNATIONS

WHEREAS, it is the duty of City Council of the City of Osseo to make annual appointments for various positions representing the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Osseo, Hennepin County, Minnesota, that the following appointments and designations are hereby made, effective January 2021:

Consultant Appointments

Assessor – Hennepin County
Attorneys – Mary D. Tietjen (Kennedy & Graven) for Civil Services and Paul Baertschi (Tallen & Baertschi) for Prosecution Services
Auditor – BerganKDV
Bond Counsel – Briggs & Morgan
Building Official – Metro West Inspection Services
Depositories – Premier Bank Osseo, Edward Jones, Institutional CD's Inc./ICD Securities, Inc., and Multi-Bank Securities, Inc.(MBS)
Electrical Inspector – Sloth Inspections, Inc.
Engineer – WSB
Financial Advisor – Ehlers
Financial Management Consultant – Gary Groen
Insurance Provider – City Country Agency/League of Minnesota Cities Insurance Trust
IT Services – Element Technologies
Secretarial Services - Minute Maker Secretarial, Inc.
Personnel Benefit Advisor – National Benefit Consultants
Rental Inspector – Vacant

Other Appointments

Assistant Weed Inspector – Mike Smith
Data Practices Compliance Officer – Katrina Jones
Data Practices Responsible Authority – Riley Grams
Fire Relief Association – Riley Grams
Northwest Community Television Board of Directors – Riley Grams
Northwest Suburbs Cable Communications Commission – Riley Grams
Northwest Suburbs Cable Coordinators Committee – Karen Broden
Sewer Inspector – Nick Waldbillig
Zoning Administrator – Joe Amerman

Other Designations

Official Newspaper -- The Press

Electronic Funds Transfers delegated to City Accountant

Payroll Deductions and Benefits:

- Premier Bank - direct deposit of wages
- Federal, State, and Social Security/Medicare withholding
- Public Employees Retirement Association
- Minnesota State Retirement System deferred compensation & health care savings plan
- Public Employee Insurance Providers
- Aflac – supplemental disability provider
- SunLife Financial – long term and short term disability provider
- Further – health savings account
- ICMA – RC – deferred compensation

Other:

- Premier Bank Cardmember Services – credit cards and checking account
- Minnesota Department of Revenue – sales tax
- CardX – credit card merchant services
- Tradewind Properties – property management
- Pitney Bowes - postage



City of Osseo City Council Meeting Item

Agenda Item: Summary of Closed Session Meeting from December 13

Meeting Date: January 10, 2022

Prepared by: Riley Grams, City Administrator

Attachments: None

Background:

The City Council conducted a closed session meeting to review the performance of the City Administrator during the last Council meeting on December 13, 2021. Under the Minnesota Open Meeting Law, after a public body meets in a closed session to evaluate the performance of an employee, the body is required to summarize the conclusions at its next open meeting.

Therefore, the Council Human Resources Committee shall provide a short summary of the closed session meeting from December 13.

Recommendation/Action Requested:

Staff recommends the Council Human Resources Committee provide a short summary of the closed session meeting from December 13 regarding the performance evaluation of the City Administrator.

City of Osseo
CASH BALANCE SUMMARY FOR COUNCIL

Begin	Receipts	Disbursements	JE	JE Payroll	Transfers	Balance No Invest	Fund
\$1,727,405.70	\$851.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,728,256.70	101 GENERAL FUND
\$258,913.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$258,913.07	110 CIP EQUIPMENT
\$11,888.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,888.06	115 POLICE DONATIONS/EXPENSES
\$17,278.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,278.47	116 POLICE FORFIETURE FUND
\$5,271.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,271.43	120 FIRE DONATIONS/EXPENSES
\$1,205,581.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,205,581.00	130 PAVEMENT MANAGEMENT
\$246,813.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$246,813.99	135 CIP FACILITIES
-\$6,856.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$6,856.60	150 COMP PLAN GRANT
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	200 INSPECTIONS (INACTIVE)
\$1,064.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,064.92	204 TROLLEY
\$114,423.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114,423.74	205 PARK DEDICATION
\$131,668.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$131,668.55	230 COVID19 AID
\$42,106.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,106.81	240 CABLE GRANTS
\$10,411.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,411.76	241 CheC - Healthy Comm Grant
\$1,839.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,839.50	242 HENN CO TREE GRANT
-\$593.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$593.75	243 HENN CO CORRIDOR PLANNING
-\$726.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$726.49	244 TWINS GRANT
-\$4,157.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$4,157.78	250 COMMUNITY FUND
\$349.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$349.82	252 FIREARMS SAFETY
\$11,635.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,635.45	253 MUSIC/MOVIES IN THE PARK
\$1,973.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,973.12	254 MINIDAZZLE
\$4,234.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,234.69	257 FARMERS MARKET
\$11,628.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,628.16	260 HERITAGE PRESERVATION
\$88,154.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88,154.23	301 2014A Street/Utility (500,000)
\$54,625.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,625.56	305 BONDS 2015 STR IMPROVE
\$182,139.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$182,139.98	306 BONDS 2016 STR IMPROVE (19349)
\$194,791.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194,791.16	307 BONDS 2016 STR IMPROVE (19421)
\$90,813.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,813.69	308 BONDS 2017 STR IMPROVE (19644)
\$69,798.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,798.99	309 BONDS 2018 STR IMPROVE
\$64,985.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,985.69	310 BONDS 2018 ALLEY IMPROVE
-\$1,212.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,212.38	311 BONDS 2019 STR IMPROVE
\$14,720.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,720.60	312 BONDS 2019 ALLEY IMPROVE
\$108,678.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$108,678.77	313 BOND 2020 STREET PROJECT
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	325 BONDS 2003C REFUNDING (12358)
\$228,446.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$228,446.54	365 BONDS 2009 CENTRAL AVE (17720-
\$69,705.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,705.28	371 BONDS 2012A STR IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	375 BONDS 2007A JEFFERSON HWY
\$93,674.87	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$93,674.87	380 BONDS 2010A REFUNDING

Begin	Receipts	Disbursements	JE	JE Payroll	Transfers	Balance No Invest	Fund
-\$169,012.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$169,012.50	385 BONDS 2011A TIF
\$38,581.27	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,581.27	395 BONDS 2014A POLICE ADDITION
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	404 2017 STREET IMPROVE (19349)
\$64,190.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$64,190.34	405 2018 STREET IMPROVEMENT
\$11,896.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,896.17	406 2018 ALLEY IMPROVEMENT
\$38,362.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,362.84	407 2019 STREET IMPROVEMENT
-\$135.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$135.38	408 2019 ALLEY IMPROVEMENT
-\$186,947.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$186,947.44	409 2020 STREET IMPROVEMENT
-\$50,267.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$50,267.45	410 2021 ALLEY PROJECT
-\$48,473.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$48,473.75	412 2022 Alley Project
\$1,800,971.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800,971.83	601 WATER FUND
\$2,069,582.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,069,582.97	602 SEWER FUND
\$793,866.71	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$793,866.71	604 STORM WATER FUND
\$9,414,092.21	\$851.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,414,943.21	

City of Osseo

Payments

01/06/22 2:41 PM

Page 1

Current Period: JANUARY 2022

Payments Batch 1-10-22 AP

\$1,926,396.60

Refer	0 EFTPS	Ck# 002472E 1/5/2022		
Cash Payment	G 101-21701 FEDERAL WITHHOLDING	12/17/21 PAYROLL FIT/FICA WITHHOLDING		\$4,971.29
Invoice	23233630 12/12/2021			
Cash Payment	G 101-21703 FICA WITHHOLDING	12/17/21 PAYROLL FIT/FICA WITHHOLDING		\$5,267.76
Invoice	23233630 12/12/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$10,239.05
Refer	0 EMPOWER- MSRS DFC/HCSP	Ck# 002473E 1/5/2022		
Cash Payment	G 101-21705 DEFFERED COMP	12/17/21 PAYROLL DCP CONTRIBUTIONS		\$300.00
Invoice	956849790 12/17/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$300.00
Refer	0 EMPOWER- MSRS DFC/HCSP	Ck# 002474E 1/5/2022		
Cash Payment	G 101-21712 HCSP	12/17/21 PAYROLL HCSP CONTRIBUTIONS		\$364.56
Invoice	956850464 12/17/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$364.56
Refer	0 FURTHER - FORMERLY SELECTAC	Ck# 002475E 1/5/2022		
Cash Payment	G 101-21711 EMPLOYEE H.S.A CONTRI	12/17/21 PAYROLL H.S.A. CONTRIBUTIONS		\$1,112.33
Invoice	12/13/21 12/17/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$1,112.33
Refer	0 ICMA RETIREMENT CORPORATIO	Ck# 002476E 1/5/2022		
Cash Payment	G 101-21705 DEFFERED COMP	12/17/21 PAYROLL DFC CONTRIBUTIONS		\$325.00
Invoice	658160 12/17/2021			
Cash Payment	E 101-41110-135 CELL/TRAVEL/INS/DFC	12/17/21 PAYROLL DFC CONTRIBUTIONS		\$75.00
Invoice	658160 12/17/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$400.00
Refer	0 MN DEPT OF REVENUE	Ck# 002477E 1/5/2022		
Cash Payment	G 101-21702 STATE WITHHOLDING	12/17/21 PAYROLL SIT WITHHOLDING		\$2,366.32
Invoice	0-549-925-536 12/17/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$2,366.32
Refer	0 PERA	Ck# 002478E 1/5/2022		
Cash Payment	G 101-21704 PERA	12/17/21 PAYROLL PERA CONTRIBUTIONS		\$10,718.02
Invoice	632128 12/17/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$10,718.02
Refer	0 EFTPS	Ck# 002479E 1/5/2022		
Cash Payment	G 101-21701 FEDERAL WITHHOLDING	12/31/21 PAYROLL FIT/FICA WITHHOLDING		\$5,485.33
Invoice	72268846 12/31/2021			
Cash Payment	G 101-21703 FICA WITHHOLDING	12/31/21 PAYROLL FIT/FICA WITHHOLDING		\$3,716.92
Invoice	72268846 12/31/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$9,202.25
Refer	0 EFTPS	Ck# 002480E 1/5/2022		
Cash Payment	G 101-21703 FICA WITHHOLDING	12/31/21 FICA WITHHOLDING		\$1,895.56
Invoice	22553730 12/31/2021			
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total	\$1,895.56
Refer	0 EMPOWER- MSRS DFC/HCSP	Ck# 002481E 1/5/2022		

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Cash Payment	G 101-21705 DEFFERED COMP	12/31/21 PAYROLL DCP CONTRIBUTIONS	\$300.00
Invoice	960456862	12/31/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$300.00
Refer	0 <u>EMPOWER- MSRS DFC/HCSP</u>	<u>Ck# 002482E 1/5/2022</u>	
Cash Payment	G 101-21712 HCSP	12/31/21 PAYROLL HCSP CONTRIBUTIONS	\$424.56
Invoice	960457472	12/31/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$424.56
Refer	0 <u>EMPOWER- MSRS DFC/HCSP</u>	<u>Ck# 002483E 1/5/2022</u>	
Cash Payment	G 101-21712 HCSP	12/31/21 PAYROLL KINTZI CONTRIBUTION CONVERSION	\$5,823.84
Invoice	960464963	12/31/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$5,823.84
Refer	0 <u>FURTHER - FORMERLY SELECTAC</u>	<u>Ck# 002484E 1/5/2022</u>	
Cash Payment	G 101-21711 EMPLOYEE H.S.A CONTRI	12/31/21 PAYROLL H.S.A CONTRIBUTIONS	\$614.33
Invoice	12/29/21	12/31/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$614.33
Refer	0 <u>ICMA RETIREMENT CORPORATIO</u>	<u>Ck# 002485E 1/5/2022</u>	
Cash Payment	G 101-21705 DEFFERED COMP	12/31/21 PAYROLL DFC CONTRIBUTION	\$325.00
Invoice	665894	12/21/2021	
Cash Payment	E 101-41110-135 CELL/TRAVEL/INS/DFC	12/31/21 PAYROLL DFC CONTRIBUTION	\$75.00
Invoice	665894	12/21/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$400.00
Refer	0 <u>MN DEPT OF REVENUE</u>	<u>Ck# 002486E 1/5/2022</u>	
Cash Payment	G 101-21702 STATE WITHHOLDING	12/31/21 PAYROLL SIT WITHHOLDING	\$2,560.22
Invoice	0-212-765-344	12/31/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$2,560.22
Refer	0 <u>PERA</u>	<u>Ck# 002487E 1/5/2022</u>	
Cash Payment	G 101-21704 PERA	12/31/21 PAYROLL PERA CONTRIBUTION	\$11,297.13
Invoice	633947	12/31/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$11,297.13
Refer	0 <u>COMCAST BUSINESS</u>	<u>Ck# 002488E 1/5/2022</u>	
Cash Payment	E 101-41700-321 TELECOMMUNICATION	11-15/21 - 1/14/2 TRUNK LINES	\$667.72
Invoice	136323929	12/20/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$667.72
Refer	0 <u>US BANK - PW COPIER LEASE</u>	<u>Ck# 002489E 1/5/2022</u>	
Cash Payment	E 101-42000-211 OPERATIONS	NOV 2021 PW COPIER LEASE	\$74.42
Invoice	12/20/21	12/20/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$74.42
Refer	0 <u>US BANK - PW COPIER LEASE</u>	<u>Ck# 002490E 1/5/2022</u>	
Cash Payment	E 101-42000-211 OPERATIONS	JAN 2021 PW COPIER LEASE	\$81.86
Invoice	460474653	12/20/2021	
Transaction Date	1/5/2022	PREMIER CHECKIN 10100	Total \$81.86
Refer	0 <u>A-1 OUTDOOR POWER INC</u>	-	
Cash Payment	E 101-41920-221 EQUIP REPAIR/ MAINT	REPAIR FD ENG11 2005 CIRCULAR SAW	\$213.24
Invoice	504726	12/20/2021	

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Transaction Date	1/5/2022	PREMIER CHECKIN	10100	Total	\$213.24
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 371-47250-612 FISCAL AGENTS FEES	SERIES 2012A TERM BOND FEE			\$100.00
Invoice 68887	12/15/2021				
Transaction Date	1/5/2022	PREMIER CHECKIN	10100	Total	\$100.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 301-47250-612 FISCAL AGENTS FEES	SERIES 2014A TERM BOND FEE			\$62.50
Invoice 68888	12/15/2021				
Cash Payment	E 836-47250-612 FISCAL AGENTS FEES	SERIES 2014A TERM BOND FEE			\$37.50
Invoice 68888	12/15/2021				
Transaction Date	1/5/2022	PREMIER CHECKIN	10100	Total	\$100.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 305-47250-612 FISCAL AGENTS FEES	SERIES 2015A BOND PAYING AGENT FEE			\$475.00
Invoice 68889	12/15/2021				
Transaction Date	1/5/2022	PREMIER CHECKIN	10100	Total	\$475.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 306-47250-612 FISCAL AGENTS FEES	SERIES 2016A BOND PAYING AGENT FEE			\$475.00
Invoice 68890	12/15/2021				
Transaction Date	1/5/2022	PREMIER CHECKIN	10100	Total	\$475.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 365-47250-612 FISCAL AGENTS FEES	SERIES 2016B BOND PAYING AGENT FEE			\$475.00
Invoice 68891	12/15/2021				
Transaction Date	1/5/2022	PREMIER CHECKIN	10100	Total	\$475.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 308-47250-612 FISCAL AGENTS FEES	SERIES 2017A BOND PAYING AGENT FEE			\$475.00
Invoice 68892	12/15/2021				
Transaction Date	1/5/2022	PREMIER CHECKIN	10100	Total	\$475.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 309-47250-612 FISCAL AGENTS FEES	SERIES 2018A BOND PAYING AGENT FEE			\$475.00
Invoice 68893	12/15/2021				
Cash Payment	E 309-47250-612 FISCAL AGENTS FEES	SERIES 2018A TERM BOND FEE			\$100.00
Invoice 68893	12/15/2021				
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total	\$575.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 311-47250-612 FISCAL AGENTS FEES	SERIES 2019A BOND PAYING AGENT FEE			\$100.00
Invoice 68894	12/15/2021				
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total	\$100.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 313-47250-612 FISCAL AGENTS FEES	SERIES 2020A BOND PAYING AGENT FEE			\$475.00
Invoice 68895	12/15/2021				
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total	\$475.00
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 395-47250-612 FISCAL AGENTS FEES	SERIES 2014A TERM BOND FEE			\$100.00
Invoice 68896	12/15/2021				
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total	\$100.00

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Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 385-47250-601 REDEMPTION OF BON	SERIES 2011A GEN OBLIGATION TAX INCREMENT REFUNDING BONDS		\$170,000.00	
Invoice	37232 67969	12/15/2021			
Cash Payment	E 385-47250-611 INTEREST ON BONDS	SERIES 2011A GEN OBLIGATION TAX INCREMENT REFUNDING BONDS		\$2,868.75	
Invoice	37232 67969	12/15/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$172,868.75	
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 371-47250-601 REDEMPTION OF BON	SERIES 2012A GEN OBLIGATION IMPROVEMENT BONDS		\$30,000.00	
Invoice	38497 67970	12/15/2021			
Cash Payment	E 371-47250-611 INTEREST ON BONDS	SERIES 2012A GEN OBLIGATION IMPROVEMENT BONDS		\$2,637.50	
Invoice	38497 67970	12/15/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$32,637.50	
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 301-47250-601 REDEMPTION OF BON	SERIES 2014A GEN OBLIGATION BONDS		\$30,000.00	
Invoice	327433 67971	12/15/2021			
Cash Payment	E 301-47250-611 INTEREST ON BONDS	SERIES 2014A GEN OBLIGATION BONDS		\$5,487.50	
Invoice	327433 67971	12/15/2021			
Cash Payment	E 836-47250-601 REDEMPTION OF BON	SERIES 2014A GEN OBLIGATION BONDS		\$50,000.00	
Invoice	327433 67971	12/15/2021			
Cash Payment	E 836-47250-611 INTEREST ON BONDS	SERIES 2014A GEN OBLIGATION BONDS		\$2,687.50	
Invoice	327433 67971	12/15/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$88,175.00	
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 836-47250-601 REDEMPTION OF BON	SERIES 2014B GEN OBLIGATION TAXABLE TAX INCREMENT BONDS		\$45,000.00	
Invoice	327434 67972	12/15/2021			
Cash Payment	E 836-47250-611 INTEREST ON BONDS	SERIES 2014B GEN OBLIGATION TAXABLE TAX INCREMENT BONDS		\$5,917.50	
Invoice	327434 67972	12/15/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$50,917.50	
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 305-47250-601 REDEMPTION OF BON	SERIES 2015A GEN OBLIGATION STREET RECONSTRUCTION BONDS		\$160,000.00	
Invoice	327910 67973	12/15/2021			
Cash Payment	E 305-47250-611 INTEREST ON BONDS	SERIES 2015A GEN OBLIGATION STREET RECONSTRUCTION BONDS		\$9,050.00	
Invoice	327910 67973	12/15/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$169,050.00	
Refer	0 BOND TRUST SERVICES CORP	-			
Cash Payment	E 306-47250-601 REDEMPTION OF BON	SERIES 2016A GEN OBLIGATION BONDS		\$80,000.00	
Invoice	328595 67974	12/15/2021			
Cash Payment	E 306-47250-611 INTEREST ON BONDS	SERIES 2016A GEN OBLIGATION BONDS		\$10,856.25	
Invoice	328595 67974	12/15/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$90,856.25	
Refer	0 BOND TRUST SERVICES CORP	-			

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Cash Payment	E 365-47250-601 REDEMPTION OF BON	SERIES 2016B GEN OBLIGATION IMPROVEMENT REFUNDING BONDS	\$250,000.00
Invoice	328693 67975	12/15/2021	
Cash Payment	E 365-47250-611 INTEREST ON BONDS	SERIES 2016B GEN OBLIGATION IMPROVEMENT REFUNDING BONDS	\$30,750.00
Invoice	328693 67975	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$280,750.00
Refer	0 BOND TRUST SERVICES CORP	-	
Cash Payment	E 308-47250-601 REDEMPTION OF BON	SERIES 2017A GEN OBLIGATION BONDS	\$50,000.00
Invoice	329696 67976	12/15/2021	
Cash Payment	E 308-47250-611 INTEREST ON BONDS	SERIES 2017A GEN OBLIGATION BONDS	\$9,725.00
Invoice	329696 67976	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$59,725.00
Refer	0 BOND TRUST SERVICES CORP	-	
Cash Payment	E 309-47250-601 REDEMPTION OF BON	SERIES 2018A GENERAL OBLIGATION BONDS	\$45,000.00
Invoice	331509 67977	12/15/2021	
Cash Payment	E 309-47250-611 INTEREST ON BONDS	SERIES 2018A GENERAL OBLIGATION BONDS	\$10,206.88
Invoice	331509 67977	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$55,206.88
Refer	0 BOND TRUST SERVICES CORP	-	
Cash Payment	E 311-47250-601 REDEMPTION OF BON	SERIES 2019A GEN OBLIGATION IMPROVEMENT BONDS	\$40,000.00
Invoice	333768 67978	12/15/2021	
Cash Payment	E 311-47250-611 INTEREST ON BONDS	SERIES 2019A GEN OBLIGATION IMPROVEMENT BONDS	\$6,312.50
Invoice	333768 67978	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$46,312.50
Refer	0 BOND TRUST SERVICES CORP	-	
Cash Payment	E 313-47250-601 REDEMPTION OF BON	SERIES 2020A GEN OBLIGATION BONDS	\$45,000.00
Invoice	335389 67979	12/15/2021	
Cash Payment	E 313-47250-611 INTEREST ON BONDS	SERIES 2020A GEN OBLIGATION BONDS	\$7,600.00
Invoice	335389 67979	12/15/2021	
Cash Payment	G 601-24000 BONDS PAYABLE	SERIES 2020A GEN OBLIGATION BONDS	\$45,000.00
Invoice	335389 67979	12/15/2021	
Cash Payment	E 601-49400-611 INTEREST ON BONDS	SERIES 2020A GEN OBLIGATION BONDS	\$6,625.00
Invoice	335389 67979	12/15/2021	
Cash Payment	G 602-24000 BONDS PAYABLE	SERIES 2020A GEN OBLIGATION BONDS	\$110,000.00
Invoice	335389 67979	12/15/2021	
Cash Payment	E 602-49400-611 INTEREST ON BONDS	SERIES 2020A GEN OBLIGATION BONDS	\$19,015.00
Invoice	335389 67979	12/15/2021	
Cash Payment	G 604-24000 BONDS PAYABLE	SERIES 2020A GEN OBLIGATION BONDS	\$25,000.00
Invoice	335389 67979	12/15/2021	
Cash Payment	E 604-49400-611 INTEREST ON BONDS	SERIES 2020A GEN OBLIGATION BONDS	\$2,800.00
Invoice	335389 67979	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$261,040.00
Refer	0 BOND TRUST SERVICES CORP	-	

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Cash Payment	E 395-47250-601 REDEMPTION OF BON	SERIES 2014A PUBLIC PROJECT LEASE REVENUE BONDS	\$50,000.00
Invoice	327305 67980	12/15/2021	
Cash Payment	E 395-47250-611 INTEREST ON BONDS	SERIES 2014A PUBLIC PROJECT LEASE REVENUE BONDS	\$16,812.50
Invoice	327305 67980	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$66,812.50
Refer	0 US BANK	-	
Cash Payment	E 380-47250-611 INTEREST ON BONDS	SERIES 2010A GEN OBLIGATION CAPITAL IMPROVEMENT PLAN BOND	\$3,230.00
Invoice	1882885	12/10/2021	
Cash Payment	E 380-47250-601 REDEMPTION OF BON	SERIES 2010A GEN OBLIGATION CAPITAL IMPROVEMENT PLAN BOND	\$190,000.00
Invoice	1882885	12/10/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$193,230.00
Refer	0 CINTAS - UNIFORMS AND RUGS	-	
Cash Payment	E 101-41700-211 OPERATIONS	12/30/21 CITY HALL MAT SVC	\$16.80
Invoice	4106255940	12/30/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$16.80
Refer	0 COLUMBUS, ED	-	
Cash Payment	E 101-41700-222 BUILDING REPAIR/MAI	SHUT OFF ALARM NORTH DOOR 2 TRIPS	\$75.00
Invoice	20220103	1/3/2022	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$75.00
Refer	0 COMCAST - CALIFORNIA	-	
Cash Payment	E 101-41700-321 TELECOMMUNICATION	JAN 2021 CITY HALL SVC	\$485.81
Invoice	DEC 24 2021	12/24/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$485.81
Refer	0 COMCAST - CALIFORNIA	-	
Cash Payment	E 101-42000-321 TELECOMMUNICATION	JAN 2021 PW SVC	\$182.52
Invoice	DEC 24, 2021	12/24/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$182.52
Refer	0 COMCAST - CALIFORNIA	-	
Cash Payment	E 101-41700-321 TELECOMMUNICATION	JAN 2021 CH SVC	\$19.99
Invoice	12/27/21	12/27/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$19.99
Refer	0 CROSS SERVICES	-	
Cash Payment	E 230-43000-310 OTHER PROFESSIONA	ARPA FUNDING AWARDED FOR FOOD, FINANCIAL ASSISTANCE TO OSSEO FAMILIES	\$36,000.00
Invoice	1773-2134	12/28/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$36,000.00
Refer	0 ECM PUBLISHING	-	
Cash Payment	E 412-42000-351 PRINTING/PUBLISHING	DEC 13 PH 2022 ALLEY RECONSTRUCTION NOTICE	\$389.84
Invoice	867198	12/9/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$389.84
Refer	0 ECM PUBLISHING	-	

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Cash Payment	E 101-41650-351 PRINTING/PUBLISHING	DEC 20 WILEY REZONE PARCEL/CU NOTICE		\$159.48
Invoice	867199	12/9/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$159.48
Refer	0 ECM PUBLISHING	-		
Cash Payment	E 101-41940-305 INSPECTION SERVICE	RENTAL HOUSING INSPECTION RFP NOTICE		\$305.00
Invoice	869537	12/26/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$305.00
Refer	0 ECM PUBLISHING	-		
Cash Payment	E 101-41940-305 INSPECTION SERVICE	RENTAL HOUSING INSPECTION SVC RFP NOTIC		\$285.00
Invoice	870481	12/31/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$285.00
Refer	0 EHLERS & ASSOCIATES, INC	-		
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	2021 UTILITY RATE STUDY UPDATE DIAZ		\$765.00
Invoice	89144	12/9/2021		
Cash Payment	E 602-49400-310 OTHER PROFESSIONA	2021 UTILITY RATE STUDY UPDATE DIAZ		\$765.00
Invoice	89144	12/9/2021		
Cash Payment	E 604-49400-310 OTHER PROFESSIONA	2021 UTILITY RATE STUDY UPDATE DIAZ		\$765.00
Invoice	89144	12/9/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$2,295.00
Refer	0 EMBEDDED SYSTEMS INC.	-		
Cash Payment	E 101-41900-402 EMERGENCY PREPAR	2022 SIREN MAINTENANCE FEE		\$553.44
Invoice	344291	12/8/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$553.44
Refer	0 EMERGENCY APPARATUS MAINT.	-		
Cash Payment	E 101-41920-217 VEHICLE REPAIRS/MAI	FIX FD ABS ISSUE AND WINDSHIELD WIPER		\$959.96
Invoice	121048	12/7/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$959.96
Refer	0 FINKEN WATER	-		
Cash Payment	E 101-41700-211 OPERATIONS	12/14/21 ADMIN BOTTLE WATER DELIVERY		\$21.00
Invoice	86358TK	12/14/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$21.00
Refer	0 FINKEN WATER	-		
Cash Payment	E 101-41900-211 OPERATIONS	12/14/21 PD BOTTLE WATER DELIVERY		\$42.00
Invoice	86359TK	12/14/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$42.00
Refer	0 FINKEN WATER	-		
Cash Payment	E 101-41700-211 OPERATIONS	12/28/21 ADMIN BOTTLE WATER DELIVERY		\$7.95
Invoice	88864TK	12/28/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$7.95
Refer	0 FINKEN WATER	-		
Cash Payment	E 101-41700-211 OPERATIONS	JAN 2022 ADMIN WATER COOLER RENTAL		\$13.00
Invoice	1293250	1/1/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$13.00
Refer	0 FINKEN WATER	-		

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Cash Payment	E 101-41900-211 OPERATIONS	JAN 2022 PD WATER COOLER RENTAL	\$0.00
Invoice	1293251	1/1/2022	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$0.00
Refer	0 FINKEN WATER	-	
Cash Payment	E 205-42350-801 RENTAL PROPERTY E	JAN 2022 417 1ST AVE NE SOFTENER RENTAL	\$34.95
Invoice	1293253	1/1/2022	
Cash Payment	G 101-21550 STATE SALES TAX	JAN 2022 417 1ST AVE NE SOFTENER RENTAL	\$2.63
Invoice	1293253	1/1/2022	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$37.58
Refer	0 FORCE SCIENCE INSTITUTE LTD	-	
Cash Payment	E 101-41900-260 EDUCATION/MEETING	H. STARRY REALISTIC DE-ESCALATION INSTRUCTOR COURSE	\$395.00
Invoice	FSI-24962	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$395.00
Refer	0 FORCE SCIENCE INSTITUTE LTD	-	
Cash Payment	E 101-41900-260 EDUCATION/MEETING	N. ENGLUND REALISTIC DE-ESCALATION INSTRUCTOR COURSE	\$395.00
Invoice	FSI-24930	12/9/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$395.00
Refer	0 GOPHER STATE ONE CALL, INC.	-	
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	DEC 2021 UTILITY LOCATES	\$10.80
Invoice	1120658	12/31/2021	
Cash Payment	E 602-49400-310 OTHER PROFESSIONA	DEC 2021 UTILITY LOCATES	\$10.80
Invoice	1120658	12/31/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$21.60
Refer	0 GROEN, GARY A.	-	
Cash Payment	E 101-41550-301 ACCOUNTING/AUDITIN	DEC 2021 FINANCIAL CONSULTING FEE	\$450.00
Invoice	12/31/21	12/31/2021	
Cash Payment	E 601-49400-301 ACCOUNTING/AUDITIN	DEC 2021 FINANCIAL CONSULTING FEE	\$281.25
Invoice	12/31/21	12/31/2021	
Cash Payment	E 602-49400-301 ACCOUNTING/AUDITIN	DEC 2021 FINANCIAL CONSULTING FEE	\$281.25
Invoice	12/31/21	12/31/2021	
Cash Payment	E 604-49400-301 ACCOUNTING/AUDITIN	DEC 2021 FINANCIAL CONSULTING FEE	\$112.50
Invoice	12/31/21	12/31/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$1,125.00
Refer	0 HENN CO ELECTIONS	-	
Cash Payment	E 101-41410-211 OPERATIONS	2022 DS200 & OMNIBALLOT MACHINE MAINTENANCE	\$1,011.60
Invoice	22MAINT	11/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$1,011.60
Refer	0 HENN CO INFO TECH	-	
Cash Payment	E 101-41110-308 ASSESSING SERVICE	CIT SERVICE CHARGES DEC 2021 PINS, SILS, CALS	\$29.00
Invoice	1000176393	12/15/2021	
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$29.00
Refer	0 CIRCLE K & HOLIDAY	-	

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Cash Payment	E 101-41900-216 FUEL - VEHICLE/EQUIP	11/05 - 12/07/21 PD FUEL CHARGES		\$1,431.54
Invoice	76615181	12/7/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$1,431.54
Refer	0 INNOVATIVE OFFICE SUPPLY	-		
Cash Payment	E 101-41110-201 OFFICE OPERATIONS	FINANCE DEPT OFFICE SUPPLIES		\$74.62
Invoice	IN3599318	12/22/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$74.62
Refer	0 LAW ENFORCE LABOR SERVICE I	-		
Cash Payment	G 101-21708 UNION DUES	JAN 2022 OSSEO PD UNION DUES		\$390.00
Invoice	JAN 2022	1/1/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$390.00
Refer	0 LINDBERG, SETH	-		
Cash Payment	G 101-22001 COMMUNITY CENTER DEP	REFUND COMM CTR DEPOSIT DEC 2021		\$250.00
Invoice	12/24/21	12/24/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$250.00
Refer	0 LOFFLER - LEASE	-		
Cash Payment	E 101-41110-211 OPERATIONS	4Q21 ADMIN COPIER USAGE		\$413.91
Invoice	3916702	1/3/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$413.91
Refer	0 METRO WEST INSPECTION SERVI	-		
Cash Payment	G 101-20222 BUILDING INSPECTIONS P	DECEMBER 2021 BUILDING INSPECTION SVCS		\$291.12
Invoice	3118	1/5/2022		
Cash Payment	G 101-20222 BUILDING INSPECTIONS P	NOVEMBER 2021 BUILDING INSPECTION SVCS CREDIT TAKEN		-\$32.00
Invoice	3118	1/5/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$259.12
Refer	0 METRO AREA MANAGERS ASSN	-		
Cash Payment	E 101-41110-255 DUES/MEMBERSHIP	2022 MEMBERSHIP RILEY GRAMS		\$45.00
Invoice	1002	1/5/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$45.00
Refer	0 MINGER CONSTRUCTION CO., INC	-		
Cash Payment	G 602-11101 INFRASTRUCTURE	APP PAYMENT NO. 4 - LIFT STATION NOS 1, 2, 3, & SCADA IMPROVEMENTS		\$232,275.00
Invoice	12/20/21 WSB	12/20/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$232,275.00
Refer	0 MINNESOTA LIFE INS CO	-		
Cash Payment	E 101-41900-130 MED/DEN/LIFE/LTD/ST	JAN 2022 LIFE INSURANCE PREMIUMS PD		\$40.00
Invoice	230913	1/1/2022		
Cash Payment	E 101-41110-130 MED/DEN/LIFE/LTD/ST	JAN 2022 LIFE INSURANCE PREMIUMS ADMIN		\$23.25
Invoice	230913	1/1/2022		
Cash Payment	E 101-41650-130 MED/DEN/LIFE/LTD/ST	JAN 2022 LIFE INSURANCE PREMIUMS P/Z		\$5.00
Invoice	230913	1/1/2022		
Cash Payment	E 101-42000-130 MED/DEN/LIFE/LTD/ST	JAN 2022 LIFE INSURANCE PREMIUMS PW		\$15.00
Invoice	230913	1/1/2022		

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Cash Payment	G 101-21706 MEDICAL/DENTAL/LIFE/LT	JAN 2022 LIFE INSURANCE PREMIUMS EE		\$127.60
Invoice	230913	1/1/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$210.85
Refer	0 MN DEPT OF PUBLIC SAFETY	-		
Cash Payment	E 101-42000-217 VEHICLE REPAIRS/MAI	TABS FOR PW 2003 FELL TRAILER		\$23.25
Invoice	11/4/21	1/1/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$23.25
Refer	0 MACQUEEN EMERGENCY GROUP	-		
Cash Payment	E 110-41920-520 CAPITAL OUTLAY	NEW FIREFIGHTER GLOVES 2021 "BUNKER GEAR"		\$170.33
Invoice	P01396	12/27/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$170.33
Refer	0 MACQUEEN EMERGENCY GROUP	-		
Cash Payment	E 110-41920-520 CAPITAL OUTLAY	NEW FIREFIGHTER BOOTS 2021 "BUNKER GEAR"		\$954.60
Invoice	P01385	12/21/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$954.60
Refer	0 MN CHIEFS OF POLICE ASSN	-		
Cash Payment	E 101-41900-255 DUES/MEMBERSHIP	2022 MEMBERSHIP RENEWAL		\$320.00
Invoice	12620	12/31/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$320.00
Refer	0 MINUTE MAKER SECRETARIAL	-		
Cash Payment	E 101-41000-307 RECORDING SERVICE	DEC 7 PARKS & REC COMM MEETING MINUTES		\$187.00
Invoice	M1405	12/15/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$187.00
Refer	0 MINUTE MAKER SECRETARIAL	-		
Cash Payment	E 101-41000-307 RECORDING SERVICE	DEC 2021 MEETING MINUTES 12/13 CC		\$300.00
Invoice	M1413	1/1/2022		
Cash Payment	E 101-41650-307 RECORDING SERVICE	DEC 2021 MEETING MINUTES 12/20 PLANNING		\$154.00
Invoice	M1413	1/1/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$454.00
Refer	0 MSC/C	-		
Cash Payment	E 101-41900-260 EDUCATION/MEETING	2022 MSCIC TRAINING CONFERENCE 4 PD OFFICERS		\$500.00
Invoice	JAY LINK	12/16/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$500.00
Refer	0 PAUL BAERTSCHI P.A.	-		
Cash Payment	E 101-41500-306 LEGAL SERVICE - PRO	DEC 2021 PROSECUTION SVCS		\$1,200.00
Invoice	DEC 2021	1/3/2022		
Cash Payment	E 101-41500-211 OPERATIONS	DEC 2021 PROSECUTION SVCS EXPENSES		\$79.63
Invoice	DEC 2021	1/3/2022		
Transaction Date	1/6/2022	PREMIER CHECKIN	10100	Total \$1,279.63
Refer	0 PRIME ADVERTISING & DESIGN IN	-		
Cash Payment	E 101-41515-309 SOFTWARE	JAN 2022 WEBSITE HOSTING		\$100.00
Invoice	79589	1/11/2022		

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Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$100.00
Refer	0 SHINGLE CREEK WMO	-		
Cash Payment	E 604-49400-255 DUES/MEMBERSHIP	2022 MEMBER ASSESSMENT		\$4,121.51
Invoice 310	12/20/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$4,121.51
Refer	0 SLOTH INSPECTIONS INC	-		
Cash Payment	G 101-20221 ELECTRICAL INSPECTION	DEC 2021 ELECTRICAL INSPECTION SVCS		\$108.00
Invoice 1/3/22	1/3/2022			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$108.00
Refer	0 STREICHERS INC	-		
Cash Payment	E 101-41900-218 UNIFORMS/GEAR	M. SMITH UNIFORM BOOTS & GEAR		\$505.74
Invoice I1539333	12/10/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$505.74
Refer	0 STREICHERS INC	-		
Cash Payment	E 101-41900-218 UNIFORMS/GEAR	H. STARRY UNIFORM SHIRT & HAT		\$84.99
Invoice I1539920	12/14/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$84.99
Refer	0 TEGRETE CORPORATION	-		
Cash Payment	E 101-41700-317 CLEANING SERVICE	JAN 2022 CLEANING SERVICES CITY HALL		\$738.00
Invoice 99024	12/15/2021			
Cash Payment	E 101-41800-317 CLEANING SERVICE	JAN 2022 CLEANING SERVICES COMM CTR		\$245.00
Invoice 99024	12/15/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$983.00
Refer	0 TOKLE INSPECTION INC	-		
Cash Payment	G 101-20221 ELECTRICAL INSPECTION	DEC 2021 ELECTRICAL INSPECTION SVCS		\$358.40
Invoice 1/3/22	1/3/2022			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$358.40
Refer	0 TYLER TECHNOLOGIES, INC.	-		
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	12/6-12/10 B GRABILL 12/3 M MATHIS INCODE FINANCIALS CONFIGURATION		\$1,885.00
Invoice 025-362311	12/22/2021			
Cash Payment	E 602-49400-310 OTHER PROFESSIONA	12/6-12/10 B GRABILL 12/3 M MATHIS INCODE FINANCIALS CONFIGURATION		\$1,885.00
Invoice 025-362311	12/22/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$3,770.00
Refer	0 WEST MISSISSIPPI WMC	-		
Cash Payment	E 604-49400-255 DUES/MEMBERSHIP	2022 MEMBER ASSESSMENT		\$2,185.00
Invoice 196	12/20/2021			
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total	\$2,185.00
Refer	0 MINUTEMAN PRESS-HAM LAKE	-		
Cash Payment	E 101-41110-211 OPERATIONS	BUSINESS CARDS ADMIN JONES, BRODEN, GRAMS		\$63.09
Invoice 980654	12/21/2021			
Cash Payment	E 101-42000-211 OPERATIONS	BUSINESS CARDS PW WALDBILLIG		\$16.04
Invoice 980654	12/21/2021			

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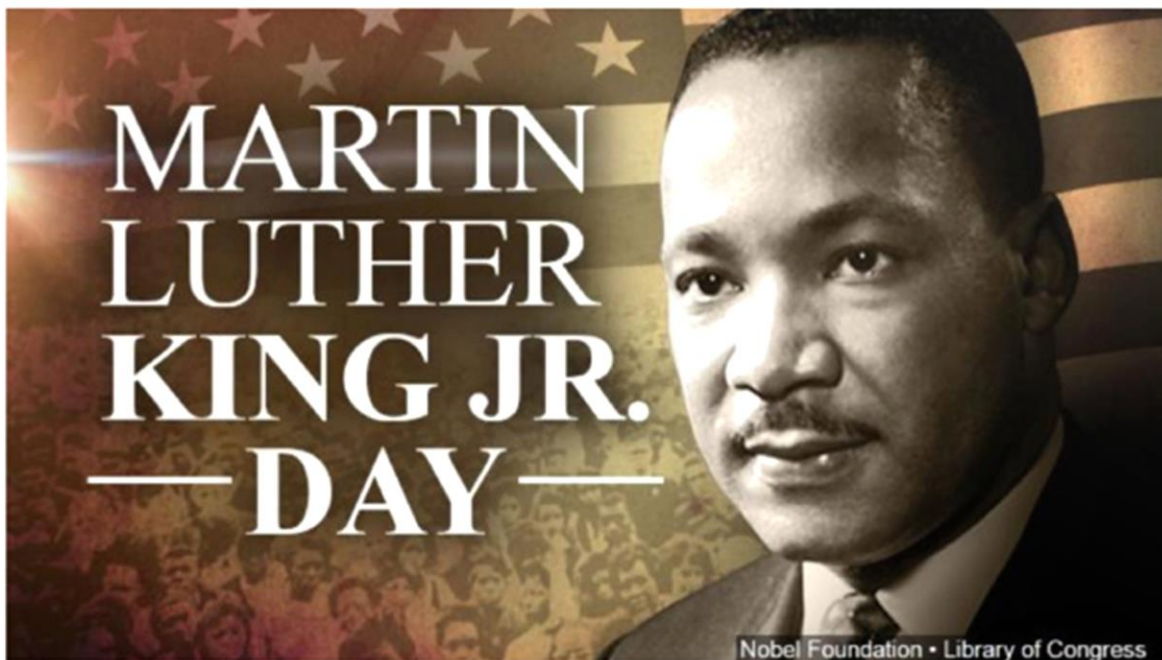
Cash Payment	E 101-41920-211 OPERATIONS	BUSINESS CARDS FD PHENOW, HEIDT	\$32.08
Invoice 980654	12/21/2021		
Cash Payment	E 101-41650-211 OPERATIONS	BUSINESS CARDS P/Z AMERMAN	\$16.04
Invoice 980654	12/21/2021		
Transaction Date	1/6/2022	PREMIER CHECKIN 10100	Total \$127.25

Fund Summary

10100 PREMIER CHECKING

101 GENERAL FUND	\$72,571.89
110 CIP EQUIPMENT	\$1,124.93
205 PARK DEDICATION	\$34.95
230 COVID19 AID	\$36,000.00
301 2014A Street/Utility (500,000)	\$35,550.00
305 BONDS 2015 STR IMPROVE	\$169,525.00
306 BONDS 2016 STR IMPROVE (19349)	\$91,331.25
308 BONDS 2017 STR IMPROVE (19644)	\$60,200.00
309 BONDS 2018 STR IMPROVE	\$55,781.88
311 BONDS 2019 STR IMPROVE	\$46,412.50
313 BOND 2020 STREET PROJECT	\$53,075.00
365 BONDS 2009 CENTRAL AVE (17720-	\$281,225.00
371 BONDS 2012A STR IMPROVE	\$32,737.50
380 BONDS 2010A REFUNDING	\$193,230.00
385 BONDS 2011A TIF	\$172,868.75
395 BONDS 2014A POLICE ADDITION	\$66,912.50
412 2022 Alley Project	\$389.84
601 WATER FUND	\$54,567.05
602 SEWER FUND	\$364,232.05
604 STORM WATER FUND	\$34,984.01
836 TIF 2-9 5 CENTRAL	\$103,642.50
	<hr/>
	\$1,926,396.60

Pre-Written Checks	\$58,842.17
Checks to be Generated by the Computer	\$1,867,554.43
Total	<hr/> \$1,926,396.60



ON MONDAY, JANUARY 17,
CITY HALL WILL BE CLOSED FOR
MARTIN LUTHER KING JR. DAY

Commission Members Needed in 2022

Are you interested in finding out more about city government? Osseo is seeking interested people to serve on local boards and commissions. These positions are available:

- Historical Preservation Committee (two vacancies, terms expire 12/31/2023 and 12/31/2024)

The City values leadership from service minded individuals. Citizens interested in filling these appointments are asked to submit a letter or statement of interest containing name, address, telephone number, email address, and any other pertinent background information. For more information, please go to DiscoverOsseo.com/departments/city-council/boards-and-commissions.

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