



Osseo City Council Meeting

AGENDA

REGULAR MEETING
Monday, May 23, 2022
7:00 p.m., Council Chambers

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. Approve April 25 Work Session Minutes
 - B. Approve April 25 City Council Minutes
 - C. Receive April Building Report
 - D. Receive March Fire Relief Association Gambling Report
 - E. Receive March Fire Activity Report
 - F. Accept Resignation of Part Time Police Officer Greg Burstad
 - G. Receive April Fire Relief Association Gambling Report
 - H. Receive April American Legion Gambling Report
 - I. Receive April Lions Club Gambling Report
 - J. Receive April Fire Activity Report
 - K. Set PSAC Meeting Date for July 13
 - L. Set Council Work Session for June 15
6. **Matters from the Floor**

Members of the public can submit comments online at www.DiscoverOsseo.com/virtual-meeting
7. **Special Business**
 - A. Congratulate Jesse Phenow on 29 Years of Fire Department Service – Mike Phenow, Fire Chief
 - B. Accept Donations (Resolution)
8. **Public Hearings**
9. **Old Business**
10. **New Business**
 - A. Award Contracts for 2022 Alley Reconstruction Project – Lee Gustafson, WSB & Associates (Resolution)
 - B. Authorize Preparation of Feasibility Study for 2023 Street Reconstruction Project – Lee Gustafson, WSB & Associates
 - C. Approve Plans and Specs and Authorize Bids for 2022 Sewer Lining Project – Lee Gustafson, WSB & Associates (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.

- D. Award Contract for Park Home Demolition Project – Lee Gustafson, WSB & Associates (Resolution)
- E. Approve Hire of Jamie Lee-Rakos for Part Time Public Services Administrative Assistant Position
- F. Approve Update to Fire Hydrant Testing Project
- G. Approve Amended Agreement with Berglund, Baumgartner, Kimball and Glaser for Osseo Prosecution Attorney Services
- H. Approve Statewide Public Works Mutual Aid Pact (Resolution)
- I. Approve JPA Agreement for Fence Consortium Program (Resolution)
- J. Approve Contract with LESO/1033 Program
- K. Approve Community Center Policy Update
- L. Approve Liquor and Tobacco Licenses
- M. Approve Agreement with Heinen’s Motorsports for Osseo Trolley Program
- N. Approve Agreement with Abdo for Project Management Services

11. Administrator Report

12. Council and Attorney Reports

13. Announcements

City Hall Closed Monday, May 30 for Memorial Day

Memorial Day Ceremonies

14. Adjournment

**OSSEO CITY COUNCIL
WORK SESSION MINUTES
April 25, 2022**

1. CALL TO ORDER

Acting Mayor Larry Stelmach called the work session of the Osseo City Council to order at 6:00 p.m. on Monday, April 25, 2022. Due to the COVID-19 pandemic this meeting was held virtually.

2. ROLL CALL

Members present: Councilmembers Juliana Hultstrom, Harold E. Johnson, Larry Stelmach, and Alicia Vickerman.

Members absent: Mayor Duane Poppe.

Staff present: City Administrator Riley Grams, Financial Consultant Gary Groen, Public Works Director Nick Waldbillig, and Lee Gustafson, City Engineer (WSB & Associates).

3. AGENDA

Council agreed to discuss the work session items.

4. DISCUSSION ITEMS

A. 2022 STREETS CAPITAL IMPROVEMENT PLAN

Lee Gustafson, WSB & Associates, stated eight residential alleys are proposed to be reconstructed in 2022. As a part of Council's discussions on this project last spring, staff did a survey of all city alleys and ranked them according to condition. The results of the survey confirmed the need to reconstruct the eight alleys in 2022 as proposed. The remaining seven bituminous alleys were determined to be in sufficient shape to last another couple of years. Staff suggested that these seven bituminous alleys could possibly be reconstructed in 2024 along with two commercial alleys on the west side of Central Avenue. Originally the two commercial alleys were proposed to be reconstructed in 2021.

Mr. Gustafson explained the 2023 street reconstruction project proposes to reconstruct several streets on the east side of the City: 8th and 9th Avenues NE, Broadway Street NE, 3rd Street NE and North Oaks Drive. At the CIP discussion last year, Staff mentioned that they would look into the possibility of vacating North Oaks Drive due to it serving just the apartment complex area. After reviewing this issue more closely, Staff has determined that this is not feasible due to the current property ownership configuration. North Oaks Drive is in very bad condition and is therefore included as a part of the proposed 2023 street reconstruction project.

Mr. Gustafson reported Council will note that the 2023 project includes reconstructing the 9th Avenue NE stub up to the cemetery. This section of street is vital for cemetery

access, but that is essentially it's only purpose. Staff will likely look at the City's assessment policy, if this project proceeds, to determine if the cemetery should be assessed for this project, and if the corner house should not receive a ½ unit assessment for this stub street.

Mr. Gustafson stated it is also being recommended that the northeast CR 81 frontage road be milled and overlaid as a part of the proposed 2023 street reconstruction project. There may also be a couple of small blocks that may need to be milled and overlaid as a part of this 2023 project - similar to the short blocks that were rehabilitated just east of Central Avenue a few years ago. 1 ½ Street NE, on the south side of Holiday Gas Station is one of those short blocks that will be considered for a mill and overlay. In the case of this street, Staff will also be looking at the feasibility of vacating this street due to it just serving these commercial properties.

Mr. Gustafson commented further on the other projects being considered for the City. As Council is aware, right-of-way acquisition was needed for some of the alleys in the 2022 Alley Reconstruction Project because right-of-way was not properly established when the alleys were originally platted/constructed. This same issue has been encountered on past alley and street reconstruction projects. Since right of way acquisition can take up to 12 months, Staff is recommending that any right of way acquisition needed for the 2023 and 2024 alley and street reconstruction projects be acquired beginning in 2022 to eliminate any potential project delays when it comes time to construct these projects. Staff commented further on the projects planned for 2022, 2023 and 2024 and requested feedback from the Council.

Hultstrom asked if 1½ Street was next to Holiday. Mr. Gustafson reported this was the case.

Vickerman questioned what would happen to a street if it were vacated. Mr. Gustafson explained this land would revert back to the original property owner.

Johnson asked what would happen to the intersection area between Osseo Meats and Perkins. Mr. Gustafson reported he spoke with Hennepin County and he understood the County has this area on their radar, but was not proposing to put this section of Highway 81 in their CIP. He anticipated the County would not put this section of the Highway 81 service road in their CIP for another 10 years. He reported something would have to be done to this service road in 2023 because it was in really poor condition. He proposed a mill and overlay be completed in 2023.

Mr. Gustafson asked if the Council supported the projects proposed for 2023. The Council offered their support for the projects proposed for 2023.

Mr. Gustafson discussed a right-of-way acquisition that was necessary for the 2022 alleyway project. He indicated Staff would like authorization to begin looking at the 2023 and 2024 projects to see what parcels may have right-of-way conflicts.

Stelmach asked if having right-of-way acquisition information in place authorized the City to proceed with an improvement project. Mr. Gustafson stated this was not the case, but rather noted having the right-of-way acquisition information in place helps moves projects along, if they were approved by the City Council.

Vickerman supported the City looking at the right-of-way conflicts proactively.

Hultstrom agreed stating the sooner the City looked into these issues the better.

Mr. Gustafson stated some of the streets that were previously milled and overlayed were in need of maintenance. He recommended Staff inspect these streets in 2023 and noted some of them may need to be reconstructed. He discussed how Allison, WSB & Associates, would be providing the Council with updates on the health of the City's infrastructure while also detailing the maintenance needs going forward.

Vickerman asked if there were any streets that were experiencing problems from the 2015 mill and overlay. Waldbillig stated Broadway Avenue was a concern at this time as it was raising up or creating speed bumps.

Johnson inquired if it was feasible to put the power lines underground along Central Avenue. He stated the business owners would like to see the lines buried along the alley. Mr. Gustafson reported there was discussion about burying the power lines within the commercial alleys. He indicated conversations have been held with Xcel Energy and Staff learned the expense would be extremely high and transformers would need to be installed on private property. After learning this, Staff did not pursue the project further. He commented Staff could look at the 2024 alleys and could talk to Xcel Energy again about burying the power lines.

Johnson supported Staff looking into burying the power lines further and suggested this information be provided to the business owners to make them aware of the expense.

Vickerman anticipated if the lines were buried in the commercial areas, then there would be other areas of the City that would be making the same request. However, with that being said, she did support staff looking into the expense of burying the lines in conjunction with the 2024 alleyway project. She asked if the City would be required to bury line at some point in the future. Mr. Gustafson commented this would never be a requirement from Xcel Energy.

Vickerman questioned why power lines were buried. Mr. Gustafson stated this work was completed for various reasons, most pointing to aesthetics.

Hultstrom inquired if Staff had any problems with the power lines when plowing. Waldbillig reported staff used the smaller plows in the alleyways. He stated a change would make plowing easier, but he understood this came at a cost.

Johnson suggested no street construction be completed in 2025 because this was the City's 100-year anniversary.

Groen reviewed the 2021 through 2025 Street CIP with the Council. It was noted this was a living breathing document that could be amended as the Council makes and amends its plans going forward.

Grams encouraged the Council to contact him with any questions they may have regarding the CIP.

5. ADJOURNMENT

The Work Session adjourned at 6:58 p.m.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

Unapproved

**OSSEO CITY COUNCIL
REGULAR MEETING MINUTES
April 25, 2022**

1. CALL TO ORDER

Acting Mayor Stelmach called the regular meeting of the Osseo City Council to order at 7:03 p.m. on Monday, April 25, 2022. Due to the COVID-19 pandemic this meeting was held virtually.

2. ROLL CALL

Members present: Councilmembers Juliana Hultstrom, Harold E. Johnson, Larry Stelmach, Alicia Vickerman.

Members absent: Mayor Duane Poppe.

Staff present: City Administrator Riley Grams, Community Management Coordinator Joe Amerman, City Engineer Lee Gustafson (WSB Associates) and City Attorney Mary Tietjen.

Others present: Steve Elrich, City Resident; Anna Plonske, City Resident; Mark Browne, City Resident; Holly Spanier, City Resident; Kristi Kothrade, City Resident; Glen Weakley, Osseo-Maple Grove American Legion Manager; Jerry Johnson, City Resident; Marlene Johnson, City Resident

3. PLEDGE OF ALLEGIANCE

Stelmach led the Pledge of Allegiance.

4. APPROVAL OF AGENDA [Additions - Deletions]

Stelmach asked for additions or deletions to the Agenda.

A motion was made by Hultstrom, seconded by Johnson, to accept the Agenda as presented. A roll call vote was taken. The motion carried 4-0.

5. CONSENT AGENDA

- A. Receive April 11 EDA Minutes
- B. Approve April 22 City Council Minutes
- C. Receive April 18 Planning Commission Minutes
- D. Approve Training Request for City Clerk
- E. Receive March Lions Club Gambling Report
- F. Receive March American Legion Gambling Report
- G. Receive March Hockey Legion Gambling Report
- H. Receive 1st Quarter Donations Report
- I. Accept EDA Resignation from Alicia Vickerman
- J. Approve Hire of Ben Cisewski as Part Time Public Works Seasonal

K. Accept Resignation of Firefighter Jesse Phenow

A motion was made by Hultstrom, seconded by Johnson, to approve the Consent Agenda. A roll call vote was taken. The motion carried 4-0.

6. MATTERS FROM THE FLOOR – None

7. SPECIAL BUSINESS

A. ACCEPT DONATIONS

Grams stated the City has received the following donations:

Donor	Amount/Item	Designated Fund
James Vanderheyden	\$25	Police
Harold E. Johnson	\$750	Beautification

Staff recommended the Council accept the donations.

A motion was made by Vickerman, seconded by Hultstrom, to adopt Resolution No. 2022-27, accepting a donation from James Vanderheyden and Harold E. Johnson. A roll call vote was taken. The motion carried 4-0.

8. PUBLIC HEARINGS

A. CONTINUED 2022 ALLEY PROJECT PUBLIC HEARING

Mr. Gustafson stated at the April 11, 2022, Council meeting, the Council held the assessment hearing for this project and adopted a resolution approving the proposed assessments for the 2022 Alley Reconstruction Project. Later, during this same Council meeting, a resident indicated that they had trouble connecting virtually during the assessment public hearing. Council briefly discussed this issue and decided to reopen the public hearing for this project prior to adjournment. Since it was later in the evening, Council decided to also continue the public hearing to April 25 and directed staff to notify affected residents that the public hearing was being continued.

Mr. Gustafson reported staff subsequently checked all assessment notices and directions for participating in the April 11 assessment hearing for the 2022 Alley Reconstruction Project, and confirmed everything was done correctly and that the instructions on the City's website were clear for how to participate in the hearing. This was evident during the assessment hearing because some residents clearly had the capability to participate if they wanted to. Staff did however discover that a resident didn't feel the instructions on the website were very clear on how to participate.

Mr. Gustafson explained notices of the continued public hearing were sent out on April 18 and included detailed directions for how to participate virtually in the continued public hearing. The notice also included an in-person option for participating in the meeting. The in-person option involves participating virtually from the Council Chambers. Staff was present in the Chambers and provide assistance for those that want to participate virtually from a city computer. Since everything was done correctly

at the April 11 meeting, there are no recommendations for changes to any actions the Council took that night. Staff commented further on the project and recommended the Council take comments from the public.

Stelmach continued the Public Hearing and opened for public comment.

Steve Elrick, 516 2nd Avenue NW, stated two-thirds of his alley was 10 inches thick. He questioned why repairs could not be paved versus replacing the entire thing. He asked if the entire level of the alleyway would be raised to address the water concerns. Mr. Gustafson discussed the core samples that were taken from the alleyways and noted all were recommended for reconstruction. He reported this would address the water concerns. He commented further on how the alleys would be designed to force water back to an adjoining street. He discussed how destructive it was to have water sitting on pavement over long periods of time.

Mr. Elrick indicated the alleyway was 12 feet wide currently. He questioned if the new alley would cover the easement as well. Mr. Gustafson commented all of the alleys would be 12 feet wide and six inches thick with gravel underneath. He explained the City would be patching in the driveways with like material from the edge of the alleyway to the existing driveway.

Mr. Elrick inquired if property values had to increase by the same amount as assessments. Mr. Gustafson indicated the amount of the assessment does have to raise property values by the assessed amount.

Mr. Elrick did not believe his property value would increase by \$5,000. Mr. Gustafson stated the City does believe property values will be increased by this amount. City Attorney Tietjen commented there is no requirement for cities to do individual appraisals for specific properties. She reported these values are based on many years of experience with similar projects and are based on reasonable assumptions. She indicated there were not legal requirements to do specific reports or analysis on any given property. She advised the City believes the amounts are reasonable. She stated there were processes and procedures in place for residents who disagree and would like to raise an objection.

Mr. Elrick asked if for further information regarding the senior deferral program. Grams encouraged Mr. Elrick to contact him to learn more about this process.

Anna Plonske, 205 5th Avenue NE, commented on the letter that was sent out. She noted it was dated around the first or second week of March. She questioned when markers would be put in place for the alleyway to indicate the easement. She indicated she had some permanent structures near the alleyway and this was a concern for her. Mr. Gustafson stated the alleyway would be staked prior to construction. He explained the City would not be staking every property at this time for cost saving reasons. He reported if right-of-way acquisition was necessary he would meet with residents to identify each property. He encouraged residents to contact him if they think they have issues.

Ms. Plonske requested staff come out and stake her property.

Mark Brown, 500 3rd Avenue NW, commented on the letter he was sent from the City. He noted his garden fence would be impacted by the proposed project. Mr. Gustafson stated he would be willing to have a separate meeting with Mr. Brown to address his concern.

Holly Spanier, 208 4th Avenue NE, inquired if there were other assessments that would be coming to residents.

Ms. Spanier asked about the longevity of the concrete alleyways. Mr. Gustafson stated concrete was the most cost effective option when compared to bituminous.

Ms. Spanier questioned when the alleyways would be marked. She noted she would not sign the easement paperwork until the markings were in place. Mr. Gustafson reported he could meet her out there and could mark the property. He noted this was generally easy to do.

Mr. Gustafson requested that all residents that would like to meet with him provide him with their email address or phone number.

Kristin Kothrade, 509 5th Avenue NE, explained she was excited to have her alleyway done. She questioned when a project schedule would be done. Mr. Gustafson indicated the project would be awarded at the end of May and after a meeting was held with the contract, staff would have a better idea when each alleyway would be completed. He commented further on how alleyways are completed and estimated each would take two weeks to complete once they are started.

Mark Browne, 500 3rd Avenue NW, asked what residents should do with their garbage cans for two weeks. Mr. Gustafson reported the City will contact the garbage hauler and pickups for those two weeks will be on the street.

Anna Plonske, 205 5th Avenue NE, inquired how maintenance and panel replacements are handled in the future for alleyways. Mr. Gustafson stated standard maintenance was paid for by the City.

Glen Weakly, Osseo-Maple Grove American Legion Manager, discussed the assessed rate for his alleyway stating it changed from \$80 to \$82 per foot. Mr. Gustafson reported he would have to look into this further.

Mr. Weakly reported he was being assessed for the entire property line, noting 80% of this was a parking lot. He requested the Council discuss this matter and consider offering relief to the Osseo Maple Grove Legion because this was a non-profit in the community. He indicated the amount of donations provided to the City would go down this year if the legion had to pay this full assessment. Mr. Gustafson indicated the exact cost for the alleyway will be in the assessment notice, and this amount would be correct. He stated he knows this alleyway well as he has walked the work site. He explained the new alley would be a heavy duty pavement that would hold up well to heavy truck traffic.

A motion was made by Hultstrom, seconded by Vickerman, to close the Public Hearing at 7:53 p.m. A roll call vote was taken. The motion carried 4-0.

Mr. Gustafson encouraged the residents with questions to contact him with any other comments or concerns they may have regarding the alleyway project.

Hultstrom asked when assessments could be paid without an interest fee. Grams reported the due date was May 12, and all payments made after that date would accrue interest.

Mr. Elrick questioned what the interest rate would be for the assessment. Grams reported he was uncertain at this time because the project has not been sent out for bonds. Mr. Gustafson explained the interest rate would be 2% above the bond interest rate.

City Attorney Tietjen encouraged residents to read their assessment notices as all of this information was available regarding the upcoming project.

9. OLD BUSINESS

A. CONSIDER ECONOMIC DEVELOPMENT AUTHORITY APPOINTMENT

Grams stated at the meeting on March 14, 2022, the Council accepted the resignation of EDA member Sherry Murdock; the term expires 12/31/2025. The vacancy was included in the March Council meeting announcements. EDA member Alicia Vickerman submitted a letter of resignation on April 11, 2022; the term expires 12/31/2024. There are also two vacancies on the Historical Preservation Committee. Staff reported the Council tabled action on this item at the April 11, 2022, City Council meeting until the April 25, 2022 meeting. It was noted staff had Letters of Interest for this appointment and a resolution that indicates where appointments are needed.

A motion was made by Hultstrom, seconded by Johnson, to adopt Resolution No. 2022-28, appointing Ashlee Mueller (term ending 12/31/2024) and Kenny Nelson (term ending 12/31/2025) to the Economic Development Authority.

Stelmach noted he spoke with Ashlee Mueller prior to this meeting, but noted it had been difficult to connect with Kenny Nelson prior to the meeting and this concerned him.

Vickerman commented she arranged a call with both individuals via email. She explained after speaking with Mr. Nelson she understood Monday's were good days for him to attend meetings.

Hultstrom reported both candidates reached out to her. She believed that both candidates would serve the community well.

Johnson indicated he spoke to both candidates and he supported both individuals serving on the EDA.

A roll call vote was taken. The motion carried 4-0.

10. NEW BUSINESS

A. APPROVE CHANGE ORDER NO. 3 FOR LIFT STATION NOS. 1, 2, 3 AND SCADA IMPROVEMENT PROJECT – Lee Gustafson, WSB & Associates

Lee Gustafson, WSB & Associates, stated Lift Station Nos. 2 and 3 were successfully started up on November 17, 2021, and all that remains at these locations is final site restoration. As discussed at the Council meeting on November 22, 2021, the majority of the work at Lift Station No. 1 was postponed due to pump manufacturing and shipping and overhead power line relocation delays. However, preliminary electrical and building work was in progress over the winter to prepare for early spring construction.

Mr. Gustafson reported on February 28, 2022, the Council adopted Change Order No. 2 that included additional costs for an enlarged floor opening and roof opening at Lift Station No. 1. This additional work would allow the new 40HP pumps to be pulled directly upwards through the floor and roof, thereby facilitating pump maintenance and reducing both staff and pump service maintenance hours.

Mr. Gustafson explained since there are no as-built plans of this lift station, one of the conditions of the enlarged floor opening was that WSB would have the opportunity to review the existing concrete slab reinforcement after the floor was cut open to make certain the enlarged floor opening would be structurally sound. Instead of waiting for the floor to be cut open to view the reinforcement, WSB performed a ground penetrating radar (GPR) scan of the existing slab on April 11, 2022, as soon as the site was accessible again to locate and quantify the existing reinforcement. The results of the GPR scan and the structural engineer's analysis of the existing reinforcement determined that the floor lacked structural strength to support the floor changes, and that a structural steel channel support frame would be necessary underneath the floor slab - around the perimeter of the opening as shown in Sheet S1.

Mr. Gustafson commented the estimated cost of this work exceeds the remaining construction allowance, so it is recommended to execute Change Order No. 3 for the full amount of the work completed. Any construction allowance amount remaining at the end of the project will be credited back to the City. The project completion dates, both substantial and final, were extended to May 31, 2022, by Change Order No. 1, to allow for early spring construction at Lift Station No. 1 due to pump manufacturing and shipping and overhead power line relocation delays. No additional changes in the completion dates are anticipated at this time. Staff commented further on the project and recommended approval of the change order.

Vickerman asked how the reinforcement measures would be installed on an existing building. Mr. Gustafson explained the concrete floor would be cut into, steel beams would be put under the floor and would be attached to the outer walls.

A motion was made by Vickerman, seconded by Hultstrom, to adopt Resolution No. 2022-29, approving Change Order No. 3 for Lift Station Nos. 1, 2, and 3 and SCADA Improvements Project. A roll call vote was taken. The motion carried 4-0.

B. APPROVE CONDITIONAL USE PERMIT FOR BREWERY AT 332 CENTRAL AVENUE

Amerman stated Brian, Ian, and Joe come from extensive backgrounds in brewing and associated industries. With over 40 years of combined experience, they have identified Osseo as an attractive environment for opening their own brewery and taproom. They have found a space owned by the Dickinson's and Zephyr Investments at 332 Central Ave which they believe will suit their needs. A site plan application with the aim of building out that space was approved by the City Council at their February 28, 2022, meeting. At that time the Dickinson's were still finalizing an agreement with an unnamed brewery, which has now been identified as Thelema.

Amerman explained breweries with taprooms, like Thelema, are governed by Minn. State. § 340A.26, which allows cities to provide on-site malt liquor licenses to state-licensed brewers. This statute does limit issuing licenses to brewers producing less than 250,000 barrels per year (for reference, at 248 pints per barrel that is 62 million pints). Thelema has indicated that they anticipate brewing approximately 1,250 barrels by the end of their third year, which is clearly well within state guidelines.

Amerman reported the relevant portions of Osseo code, adopted in 2018, mirror state statutes and provide a process for issuing licenses. However, the code does not explicitly lay out any other requirements or standards for breweries, brewpubs, and taprooms. So, while elevations and floor plans are included to help visualize the arrangement of the space, specific details are not germane to the consideration of this application. As stated, the property is owned by Zephyr Investments. To the north is Union Speed and Style, to the south is Deans Super Market, and to the east are residential properties. The property will face Central Ave to the west. This is the first Conditional Use Permit application to be considered for this use in the city of Osseo. Staff commented on the request further, detailing the City's parking requirements in the Central Business District and reported the Planning Commission recommends approval of the request.

Vickerman asked if the six standards for granting a CUP was separate from suggested conditions. Amerman reported this was the case. He explained the six standards were used to evaluate the request and the conditions were specific for this case.

Vickerman commented she spoke with one of the applicants today and she believed this would be a great addition to the Central Business District. She appreciated the fact the integrity of the original building would be maintained.

Johnson thanked the Dickinson brothers for restoring a piece of Osseo's history at both their building and this building. He then commented on the role of the City Council and discussed how CUP's attach to properties. He indicated CUP's can take some authority away from the City. For this reason, he believed it was important for the City and the applicant to have a clear intention of what would be occurring on the property. He recommended a solid fence be put in place on the south side of the patio area next to the driving lane next to the Dean's parking lot.

Stelmach asked what the purpose of the fence would be.

Johnson stated the fence would divide the brewery patio from Dean's parking lot and would protect pedestrians in the patio area.

Stelmach requested comment from the applicant on this matter.

Jesse Dickinson, property owner, agreed with Councilmember Johnson's concerns and stated he wanted something put in place to protect individuals on the patio and those using the parking lot. He explained he had no problem incorporating something into the building design to address this concern. He reported the patio area had to be contained either way per State Statute.

Brian Lasley, applicant, recommended some sort of structure be put in place as well for safety reasons.

Hultstrom stated she was so excited to see this business coming to the City of Osseo. She thanked the Dickinson brothers for all of their work on their two buildings. She indicated the brewery would be a great add to the community and she wished the applicants all the best in their new endeavor.

A motion was made by Hultstrom, seconded by Vickerman, to adopt Resolution No. 2022-30, granting request from the Thelema Brewing Company for a Conditional Use Permit to allow a Brewery and Taproom at 332 Central Avenue.

Hultstrom recommended a condition be added requiring the applicants to install a barrier around the patio area.

Vickerman stated she would like further clarification on this item as well and asked if the conditions recommended by Staff were included in the motion for approval.

Hultstrom withdrew her motion for clarity purposes.

A motion was made by Hultstrom, seconded by Vickerman, to adopt Resolution No. 2022-30, granting request from the Thelema Brewing Company for a Conditional Use Permit to allow a Brewery and Taproom at 332 Central Avenue with conditions as proposed by staff adding Condition 4: Requiring the applicants to install a barrier around the patio area. A roll call vote was taken. The motion carried 4-0.

C. APPROVE CONTRACT WITH WALTERS RECYCLING AND REFUSE FOR SOLID WASTE SERVICES

Grams stated the Council approved an RFP process to solicit responses for City solid waste collection services. The City received a total of three responses. At the work session on March 28, the Council reviewed the responses and ultimately selected Walters Recycling and Refuse and directed Staff to negotiate a new 5-year contract with the hauler. Working with Attorney Tietjen, Staff drafted and negotiated a contract for City solid waste collection services. The contract is set to commence on May 1, 2022, and expire on April 30, 2027. The contract spells out the terms of the services provided by Walter's. A representative from Walters' was present at the Council meeting to help answer any questions the Council may have.

Jeff Newsom, Director of Sales and Service at Walters, thanked the Council for the opportunity to serve its residents. He explained Walters was still a locally owned and operated company. He reported Walter's serves 65,000 residents each week in the

metro area and has 140 employees. He noted the service day in Osseo would be changing to Monday and organics/trash would begin being picked up on May 2. He reported carts would be delivered this week. He discussed how Walters bills, noting this would be done quarterly. He commented on the mailer that was sent to Osseo residents about the changes and encouraged residents with questions to contact Walter's or to visit their website with any comments or questions.

Hultstrom stated Osseo residents would be receiving a final bill from Republic, along with a utility bill and new garbage bill from Walter's all at the same time. She requested further information regarding Walter's billing process. Mr. Newsom commented further on Walter's billing process and noted residents would have 30 days to pay their bills.

Johnson questioned what the 10% surcharge is. Mr. Newsom reported the 10% surcharge is collected to help with the cost for the spring cleanup.

Hultstrom asked if delinquent accounts would be put on property taxes at the end of each year. Grams indicated this practice would continue.

Mr. Newsom commented on a new app that was being created that would send reminders to customers about their garbage and recycling pick up days. He stated he would like to have an article printed in the City's newsletter once this app was ready for Osseo customers.

A motion was made by Vickerman, seconded by Johnson, to adopt Resolution No. 2022-31, entering into a 5-year contract with Walter's Recycling and Refuse for City solid waste collection services. A roll call vote was taken. The motion carried 4-0.

D. APPROVE ACCOUNTS PAYABLE

Grams reviewed the Accounts Payable with the Council.

A motion was made by Johnson, seconded by Hultstrom, to approve the Accounts Payable as presented. A roll call vote was taken. The motion carried 4-0.

11. ADMINISTRATOR REPORT

Grams recognized Jessie Phenow for his service to the Osseo Fire Department and thanked him for his 29 years of dedicated service to the community.

12. COUNCIL AND ATTORNEY REPORTS

Johnson reported 2025 would be the City's 100 year anniversary. He supported the City beginning to plan for this event.

Hultstrom thanked Jessie Phenow for his 29 years of service to the Osseo Fire Department. She welcomed Ben Cisewski to the Public Works Department. She also welcomed Ashlee Mueller and Kenny Nelson to the EDA. Lastly, she welcomed Thelema Brewing to the City of Osseo.

Stelmach reported Walter's would begin trash pickup in Osseo on May 2 and recycling would be picked up on May 9. Stelmach explained Republic would be picking up empty sanitation carts at the curb between April 26 and April 28.

Vickerman reported the Blue Line Extension group met last week and a route was released to the public. She commented on the proposed route and encouraged residents to review the route online and provide the Met Council with feedback.

13. ANNOUNCEMENTS

Stelmach reported the Citywide Garage Sale would be held Thursday, May 19 through Sunday, May 22. Maps for the garage sales will be available on Tuesday, May 17.

Stelmach encouraged residents to participate in the Step To It Challenge from May 1 through May 28.

Stelmach stated volunteers are needed to drive the Osseo Express Trolley. Those interested in helping were encouraged to contact City Hall for further information.

14. ADJOURNMENT

A motion was made by Hultstrom, seconded by Vickerman, to adjourn the City Council meeting at 9:16 p.m. A roll call vote was taken. The motion carried 4-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial

PID	Date	Permit Number	Estimated Value	Owner or Applicant	Address	Type	Project	SAC	Permit Amount	Surcharge	Plan Review	Total
1811921240013	4/4/2022	2022-67	\$ 9,200	Catherine Duran	108 4th Ave NE	ME	furnace and a/c		\$ 150.00	\$ 2.00		\$152.00
1311922140108	4/5/2022	2022-68	\$ 200,000	Bell Tower Osseo LLC et al (Arrow Companies)	201 Broadway St W	MEC	boiler and chiller		\$ 1,656.75	\$ 100.00		\$1,756.75
1811921240023	4/6/2022	2022-69	\$ -	Matt Leisen	16 4th Ave NE	EL	Electrical service upgrade		\$ 110.00	\$ 1.00		\$111.00
n/a	4/6/2022	2022-70	\$ -	Arvig Enterprises	9100 93rd Ave N	ROW	cable		\$ 850.00	\$ -		\$850.00
1811921240013	4/7/2022	2022-71	\$ -	Catherine Duran	108 4th Ave NE	EL	reconnect furnace and a/c		\$ 45.00	\$ 1.00		\$46.00
1311922110118	4/7/2022	2022-72	\$ -	ZR's Property LLC	341 Central Ave	ELC	Repair mast and canopy lighting		\$ 90.00	\$ 1.00		\$91.00
1311922140109	4/11/2022	2022-73	\$ 23,356	Bell Tower Osseo LLC et al (Arrow Companies)	101 Broadway St W	BLC	modifications to sprinkler sysem for new floor plan		\$ 398.25	\$ 12.00	\$ 258.86	\$669.11
n/a	4/11/2022	2022-74	\$ -	Centerpoint Energy	County Rd 81	ROW	gas		\$ 1,125.00	\$ -		\$1,125.00
1311922140109	4/11/2022	2022-75	\$ 22,000	Bell Tower Osseo LLC et al (Arrow Companies)	101 Broadway St W	MEC	add FPVAV box, relocate and add diffusers, t-stats and add return air eggcrate as needed for revised floor plan		\$ 368.75	\$ 11.00		\$379.75
n/a	4/12/2022	2022-76	\$ -	Annabelle House	232 Central Ave	Z	outdoor seating		\$ 25.00	\$ -		\$25.00
1811921240097	4/18/2022	2022-77	\$ 4,175	Taylor and Tyler Nelson	309 6th Ave NE	BL	Window replacement		\$ 75.00	\$ 1.00		\$76.00
1811921310048	4/18/2022	2022-78	\$ -	Mary (Cathy) Cheatham	208 7th Ave SE	EL	kitchen rem		\$ 90.00	\$ 1.00		\$91.00
1811921310014	4/18/2022	2022-79	\$ 2,000	Meghan Loney	425 2nd St SE	BL	egress window		\$ 73.75	\$ 1.00		\$74.75
1811921210006	4/19/2022	2022-80	\$ 3,000	Oleg Grytsyna	616 4th Ave NE	BL	egress window		\$ 88.50	\$ 1.50		\$90.00
1811921310014	4/19/2022	2022-81	\$ -	Meghan Loney	425 2nd St SE	EL	install new circuit for switch and light in main floor living room, replace basement bedroom light		\$ 45.00	\$ 1.00		\$46.00
1311922140108	4/19/2022	2022-82	\$ 17,000	Bell Tower Osseo LLC et al (Arrow Companies)	201 Broadway St W	PLC	2 new drains in boiler room, provide make-up water to boilers and heating systems		\$ 295.00	\$ 8.50	\$ 191.75	\$495.25
n/a	4/20/2022	2022-83	\$ -	Xcel Energy	124 2nd Ave NE	ROW	electric power pole		\$ 75.00	\$ -		\$75.00
1811921240022	4/25/2022	2022-84	\$ 20,000	Cory Albers	8 4th Ave NE	BL	garage		\$ 339.25	\$ 10.00	\$ 220.51	\$569.76

April 2022 - City of Osseo

[illegible]



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

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

1. Report for the month of **March 2022**

2. For the conduct of the following types of lawful gambling (as checked):

Pull-Tabs	54 deals
Paddlewheel	79 deals
Electronic Pull-Tabs	31 occasions
Electronic Linked Bingo	31 occasions

3. Receipts

Gross Receipts (G1 11A)	\$477,009.29	
Prizes (G1 11B)	- \$414,360.77	
Net Receipts	\$62,648.52	→ \$62,648.52

4. Expenses

Wagering Tax (tax on Schedule C)	\$19,069.79	
Rent (G1A 18)	\$4,964.12	
Gambling Product Costs (G1A 12)	\$4,637.46	
Electronic Pull-Tab Costs (G1A 19-20)	\$7,074.34	
Compensation & Payroll (G1A 13)	\$7,647.66	
Other (G1A 14-17,21-23)		
(accounting, supplies, etc.)	+ \$1,126.93	
Total Expenses	\$44,520.30	→ - \$44,520.30

5. Profit **\$18,128.22**

6. Distribution of Profits (Lawful Purpose Expenditures):

City of Osseo (Movies in the Park)	+ \$2,000.00
Total Donations	\$2,000.00

-- Dave Jorgenson, Gambling Manager



Osseo Fire Department Monthly Activity Report - March 2022

Incident Responses

Fire	3
Hazardous Materials	1
Wire Arcing	1
Wire Down	1
EMS	25
Cardiac Arrest	3
Unconscious	1
Heart	10
Stroke	1
Obstetrics	1
Breathing Problem	1
Diabetic	1
Pain	1
Fall	1
Lift Assist	5
Mutual Aid	7
Brooklyn Park	4
Brooklyn Center	2
Dayton	1
Total	35

Training

- Search & Rescue Training at city house on 4th Street
- Active Shooter Training

Activities & Other

- Planning meeting for hydrant testing project
- Public Safety Advisory Committee Meeting
- Hennepin County Fire Chiefs Association Meeting



City of Osseo City Council Meeting Item

Agenda Item: Accept Resignation of Part-Time Officer Greg Burstad

Meeting Date: May 23, 2022

Prepared by: Shane Mikkelsen, Chief of Police

Attachments: Resignation Letter

Policy Consideration:

Accept the resignation of Part-Time Officer Greg Burstad.

Background:

Part-Time Officer Greg Burstad has been with the Osseo Police Department since 2010. He has been a vital part of our department with his willingness to work. He will be missed.

Budget or Other Considerations:

This resignation will not affect our budget as we are allotted 10 Part Time Police Officers.

City Goals Met By This Action:

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

Options:

The City Council may choose to:

1. Approve accepting the resignation of Part-Time Police Officer Greg Burstad.
2. Deny accepting the resignation of Part-Time Police Officer Greg Burstad.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1. Approve accepting the resignation of Part-Time Police Officer Greg Burstad.

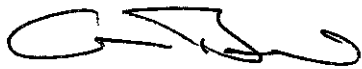
Next Step:

Look to hire more part time officers.

Chief Shane Mikkelson –

This letter is to inform you of my resignation from the Osseo Police Department. It has been my honor to work for you and the citizens of Osseo.

Thanks,

A handwritten signature in black ink, appearing to read 'Greg Burstad', with a stylized, flowing script.

Greg Burstad



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

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

1. Report for the month of **April 2022**
2. For the conduct of the following types of lawful gambling (as checked):

Pull-Tabs	56 deals
Paddlewheel	63 deals
Electronic Pull-Tabs	30 occasions
Electronic Linked Bingo	30 occasions

3. Receipts

Gross Receipts (G1 11A)	\$500,329.20		
Prizes (G1 11B)	- \$430,453.40		
Net Receipts	\$69,875.80	→	\$69,875.80

4. Expenses

Wagering Tax (tax on Schedule C)	\$22,932.41		
Rent (G1A 18)	\$6,245.05		
Gambling Product Costs (G1A 12)	\$3,906.38		
Electronic Pull-Tab Costs (G1A 19-20)	\$9,956.48		
Compensation & Payroll (G1A 13)	\$8,343.90		
Other (G1A 14-17,21-23)			
(accounting, supplies, etc.)	+ \$1,286.38		
Total Expenses	\$52,670.60	→	- \$52,670.60

5. Profit **\$17,205.20**

6. Distribution of Profits (Lawful Purpose Expenditures):

[none this month]

-- Dave Jorgenson, Gambling Manager

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

1. Report for the Month of April, 2022.
2. Check as appropriate:

☒ Paddlewheel

☒ Pulltabs

☐ Bingo

☐ Raffle

☒ Other Etabs/Linked E-Bingo _____

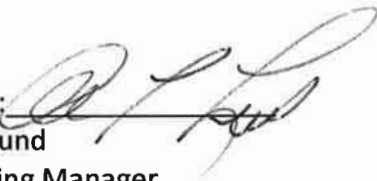
3. Gross Receipts: \$562,357 _____
4. Less prizes paid \$484,580 _____
5. Net Receipts \$77,776 _____
6. Expenses/Taxes \$64,601 _____

Expenses Itemized:

Compensation	\$12,228
Misc. (accounting, trash, clean, insurance)	\$1,821
Cost of Games	\$13,583
State Gambling Tax	\$32,570
Federal Gambling Tax	\$1,399
Meat Raffle Gift Certs	\$3,000

7. Profit \$13,175
8. Distribution of Profits (Itemized)

Utility Bills A-16	\$4,272
Youth A-7	\$10,100
Homelessness/Poverty/Disability A-2	\$8,000

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.

Osseo Lions Club Gambling Report

to

City of Osseo

Report for the month/year of Apr-22

Check as appropriate:

XXXXXX paddle wheelXXXXXX pull tabs raffle other (specify) LG100A

Gross Receipts 713,169.41 LG100A-10A

Prizes Paid 627,484.32 LG100A-10B

Net Receipts 85,685.09 LG100A-10C

Expenses - Total 36,805.62 Total Itemized

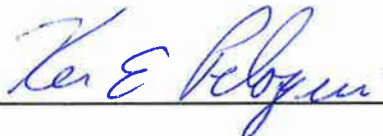
Expenses itemized:

Pulltabs	6,147.39
Compensation	8,122.11
Accounting Services	430.60
Rent	7,231.67
Electronic pull-tab provider fees	14,018.44
Electronic linked bingo provider fees	48.26
Supplies Bank charges etc	625.32
Cash Short/Over	181.83
Profits \$ 48,879.47 G1A Line 24	36,805.62

Lawful Purpose Expenditures

MN Department of Revenue - Wagering Tax	\$ 30,461.00
Osseo Baseball Booster Club	500.00
OSD #279 - Speech & Language	500.00
Osseo Band Boosters	2,000.00
79ers Adapted Sports Booster Club	1,000.00
Eye-Link MN	500.00
City of Osseo	5,000.00
Total Contributions	\$ 39,961.00

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 Fire Department Monthly Activity Report - April 2022

Incident Responses

Fire	6
House Fire	1
Personal Injury Accident	1
Smoke Indoors	1
Wire Down	1
Apartment Fire Alarm	1
Business Fire Alarm	1
EMS	12
Unconscious	2
Heart	4
Down, Unknown Problem	1
Fall	2
Lift Assist	3
Mutual Aid	10
Brooklyn Park	8
Champlin	1
New Hope	1
Total	28

Training

- Pumping and Handline Training
- Pre-Plans & Walk-through at Benedictine Living Community

Activities & Other

- Easter Egg Hunt
- Received and set up new multi-gas monitors
- Reviewed applications and interviewed candidates for Administrative Assistant position



City of Osseo City Council Meeting Item

Agenda Item: Set PSAC Meeting Date for July 13

Meeting Date: May 23, 2022

Prepared by: Riley Grams, City Administrator

Attachments: None

Public Safety Advisory Committee Chair Juliana Hultstrom has called for a PSAC meeting on July 13, 2022, 6:00 PM in the Council Chambers at City Hall. The PSAC members and the general public will be properly notified of the meeting.

Options:

The City Council may choose to:

1. Approve the PSAC meeting date for July 13, 2022;
2. Deny the PSAC meeting date;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the PSAC meeting date for July 13, 2022.



City of Osseo City Council Meeting Item

Agenda Item: Set Council Work Session for June 15

Meeting Date: May 23, 2022

Prepared by: Riley Grams, City Administrator

Attachments: None

Mayor Duane Poppe has called for a special Council work session on June 15, 2022, 6:00 PM in the Council Chambers at City Hall. The purpose is to discuss a proposed apartment housing development in Osseo.

Options:

The City Council may choose to:

1. Approve the special Council work session for June 15, 2022;
2. Deny the special Council work session for June 15, 2022;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the special Council work session for June 15, 2022.



City of Osseo City Council Meeting Item

Agenda Item: Recognize Jesse Phenow for 29 Years of Service on the Osseo Fire Department

Meeting Date: May 23, 2022

Prepared by: Mike Phenow, Fire Chief

Attachments: *none*

Policy Consideration:

Recognize Jesse Phenow for 29 years of service on the Osseo Fire Department.

Previous Action or Discussion:

Jesse Phenow was hired as a firefighter in April 1993. He resigned on May 1, 2022, after 29 years of service to the Osseo community.

In his 29 years serving the city of Osseo, Jesse served as a firefighter, a lieutenant, and a captain. In addition to being a stalwart firefighter himself, he helped hire, train, and mentor dozens of firefighters over almost three decades. A 4th-generation firefighter, Jesse's daughter Mackenzie joined in 2019 and serves proudly as Osseo's first 5th-generation firefighter. Jesse's experience, expertise, and good humor will be sorely missed, but his legacy will live on for years to come.

The department members would like to present Jesse with a plaque to commemorate his years of service to the department.

Recommendation/Action Requested:

Staff recommends the City Council recognize Jesse Phenow for his service to the community.

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>
Osseo Lions Club	\$5,000	Lions Roar Music
Osseo United Methodist Seniors	\$50	Police
Evans-Nordby Funeral Home	\$750	Osseo Trolley Sponsorship
Harold E. Johnson	\$750	Beautification



Agenda Item: 2022 Alley Reconstruction Project

Meeting Date: May 23, 2022

Prepared By: Lee Gustafson, City Engineer

Attachments: Resolution and Proposal

Policy Consideration:

Request to approve the following:

1. Resolution accepting bids and awarding the contract for the 2022 Alley Reconstruction Project.
2. Construction services proposal with WSB.

Background:

The 2022 Alley Reconstruction Project consists of alley improvements throughout the city as listed below. A map illustrating the various project areas is attached.

- The alley surrounded by 3rd Street SE, 4th Avenue SE, 2nd Street SE, and 5th Avenue SE
- The alley surrounded by 3rd Street SE, 5th Avenue SE, 2nd Street SE, and 6th Avenue SE
- The alley surrounded by 5th Street NW, 3rd Avenue NW, 6th Street NW, and 2nd Avenue NW
- The alley surrounded by 5th Street NW, 2nd Avenue NW, 6th Street NW, and 1st Avenue NW
- The alley surrounded by 1st Street NE, 5th Avenue NE, 2nd Street NE, and 6th Avenue NE
- The alley surrounded by 2nd Street NE, 1st Avenue NE, 3rd Street NE, and 3rd Avenue NE
- The alley surrounded by 2nd Street NE, 4th Avenue NE, 3rd Street NE, and 5th Avenue NE
- The alley surrounded by 3rd Street NE, Central Avenue, 4th Street NE, and 1st Avenue NE
- The alley surrounded by 4th Street NE, 4th Avenue NE, 93rd Avenue N (CR 30), and 5th Avenue NE

The proposed surface improvements, with the exception of the alley between Central Avenue and 1st Avenue NE, will consist of the removal of the existing bituminous surface and installation of a new 12-foot-wide concrete alley. Full depth removal of the existing pavement will allow the alley to be reconstructed with a 6-inch concrete pavement on top of a 5-inch section of a Class 5 gravel base over an acceptable, compacted subgrade. Since the alley between Central Avenue and 1st Avenue NE is generally in functional condition, proposed improvements include concrete panel replacement on approximately one-third of the alley length.

The proposed utility improvements will consist of casting adjustments, chimney seal improvements, and replacement of the metal culvert at the north end of the alley between 4th Avenue NE and 5th Avenue NE.

It is expected that most of the alley improvements can be completed within the existing right-of-way or easement area. Temporary easements or right of entry from property owners may be needed for the alley improvements to improve driveway slopes and will be discussed with property owners prior to the start of construction and during construction.

Bid Opening:

Bids were received on March 1, 2022 for the 2022 Alley Reconstruction Project. 5 bids were received in response to the call for bids. They are summarized as follows:

Bidder	Bid Amount
Concrete Idea, Inc.	\$663,059.75
Asphalt Surface Technologies Corp. (ASTECH)	\$679,112.54
Meyer Contracting, Inc.	\$912,287.75
Pember Companies, Inc.	\$989,218.70
Ti-Zack Concrete, Inc.	\$991,517.49
<i>Engineer's Opinion of Probable Cost</i>	\$631,548.00

The apparent low bidder, Concrete Idea, Inc, has satisfactorily completed several similar projects in the metro area.

All 5 bids for the project were received via electronic bidding. The process worked extremely well and there were no complications or concerns raised from the contractors.

Funding/Financing:

The total project cost is estimated at \$821,531.03 and includes all proposed alley and utility improvements as well as all engineering, legal, financing, and administrative costs.

Funding for the 2022 Alley Reconstruction Project will be through assessments to benefitting properties and City - street and utility funds. Assessments will be levied to the benefitting properties as outlined in Minnesota Statute 429 and the City's assessment policy, which calls for 80% of the proposed alley improvements to be specially assessed. The remaining 20% of the alley improvements and 100% of the utility costs will be financed by the City.

	Proposed Funding	Expenses
Construction Costs		\$663,059.75
Contingencies – 5%		\$33,152.99
Engineering, Administration, and Indirect Costs		\$125,318.29
Alley Reconstruction Assessments (80%)	\$613,884.00	
City Alley Reconstruction Costs (20%)	\$153,178.82	
City Alley Repair Costs (100%)	\$32,537.91	
City Storm Sewer Costs (100%)	\$15,425.55	
City Sanitary Sewer Costs (100%)	\$6,504.75	
Total Budget	\$821,531.03	\$821,531.03

A final assessment roll has been prepared based on the results of the low bid. The proposed assessment rates range from \$4,710 to \$8,550 per parcel. The proposed assessments are close to the estimated assessments that were reported at previous Council meetings. Some are a little lower and some are a little higher than what was estimated. Higher bid prices are primarily related to the cost of concrete this year. As discussed previously, each alley project will be assessed as an individual project.

Schedule:

The next step for this project is to award the contract. Key dates include:

- Award Contract.....May 23, 2022
- Construction.....June 2022 – September 30, 2022

Previous Action or Discussion:

On March 14, 2022, the City Council adopted resolutions declaring costs to be assessed and ordering preparation of assessments. The assessment hearing was held on April 25, 2022.

Budget or Other Considerations:

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

Options:

The City Council may choose to:

1. Adopt the attached resolution accepting bids and awarding the contract for the 2022 Alley Reconstruction Project and approving the construction services proposal with WSB;
2. Adopt the attached resolution accepting bids and awarding the contract for the 2022 Alley Reconstruction Project and approving the construction services proposal with WSB with noted changes or as amended;
3. Deny the project;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose Option (1): Adopt the attached resolution accepting bids and awarding the contract for the 2022 Alley Reconstruction Project and approving the construction services proposal with WSB.

Next Step:

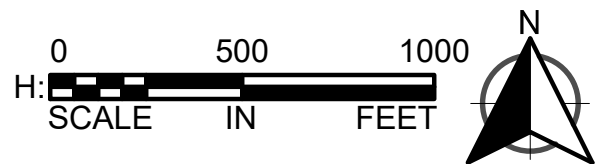
Begin construction.

K:\018014-000\Cadd\Exhibits\018014-000 Project Location Map Exhibit.dwg 7/8/2021 3:33:50 PM



LEGEND:

— PROJECT LOCATION

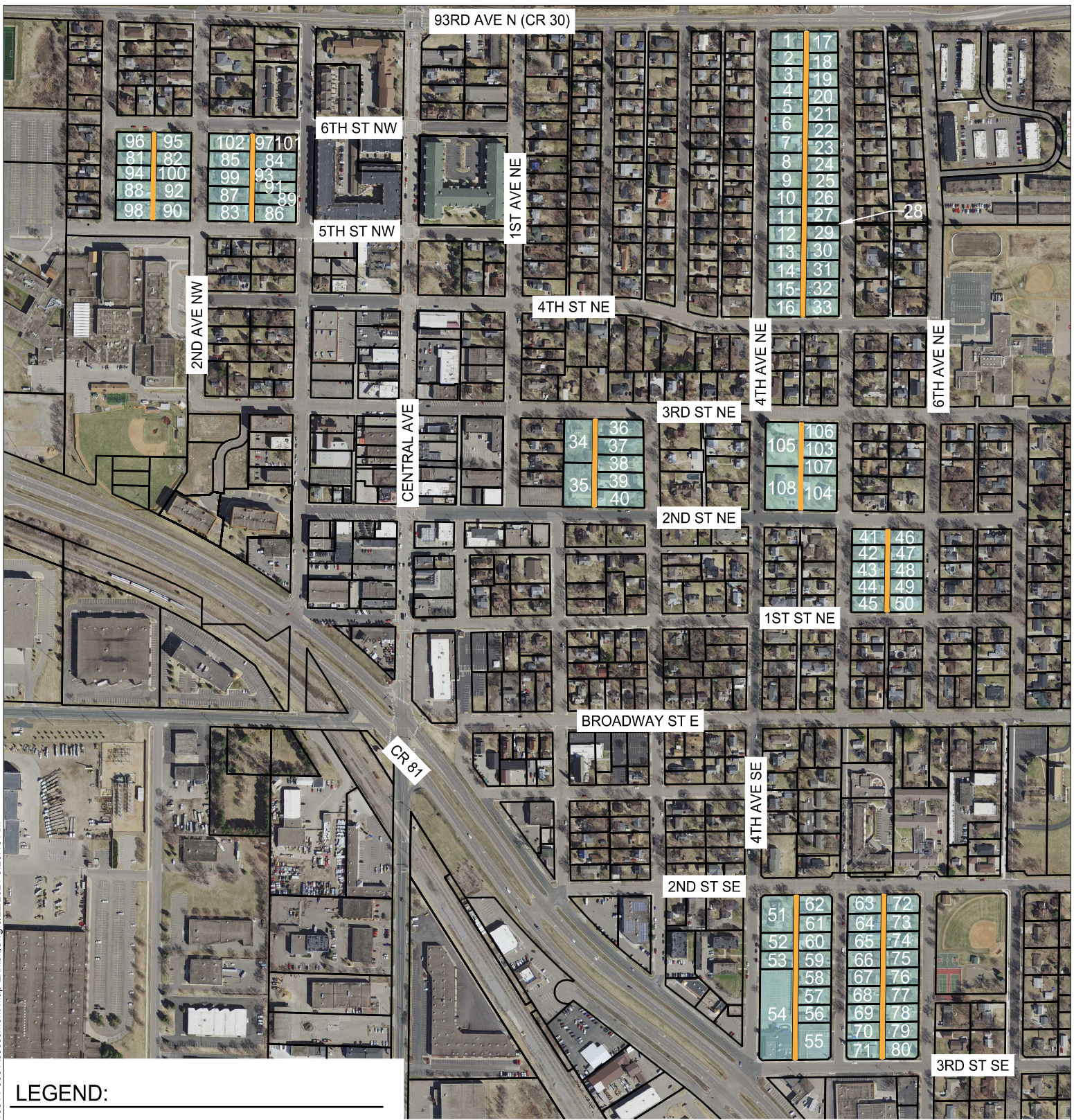


WSB PROJECT NO.:
018014-000

2022 ALLEY RECONSTRUCTION PROJECT
PROJECT LOCATION MAP
CITY OF OSSEO, MN

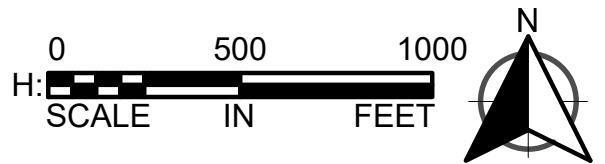


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LEGEND:

- PROJECT LOCATION
- ASSESSED PARCEL



WSB PROJECT NO.:
018014-000

2022 ALLEY RECONSTRUCTION PROJECT
ASSESSMENT MAP
CITY OF OSSEO, MN



CITY OF OSSEO											
Date: 11/15/2021											
WSB Project No.: 018014-000											
MAP ID	PID	FEE OWNER	FEE OWNER ADDRESS	CITY/STATE/ZIP	PROPERTY ADDRESS	USE DESCRIPTION	UNITS	UNIT ASSESSMENT RATE	FRONT FOOTAGE (LF)	FOOTAGE ASSESSMENT RATE	PROPOSED ASSESSMENT
4th Ave NE & 5th Ave NE (North Segment)											
1	1811921210003	DONALD A & LEAH M JOHNSON	640 4TH AVE N E	OSSEO MN 55369	640 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
2	1811921210004	J KLOBUCAR ETAL	1478 312TH LANE NE	CAMBRIDGE MN 55008	632 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
3	1811921210005	RICHARD L MCGLYNN ETAL	624 4TH AVE N E	OSSEO MN 55369	624 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
4	1811921210006	OLEG GRYTSYNA	616 4TH AVE NE	OSSEO MN 55369	616 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
5	1811921210007	ZACHARY SMETANA	608 4TH AVE N E	OSSEO MN 55369	608 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
6	1811921210008	JAMES R SCHROEDER	7402 LAMBERT AVE NE	OTSEGO MN 55301	600 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
7	1811921210009	TODD JOHNSON	5225 E TWIN LAKE BLVD	BROOKLYN CENTER MN 55429	540 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
8	1811921210010	T A & J A BURKSTRAND	532 4TH AVE N E	OSSEO MN 55369	532 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
9	1811921210011	CASSANDRA LARSON	524 4TH AVE NE	OSSEO MN 55369	524 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
10	1811921210012	TIMOTHY R GORHAM	516 4TH AVE N E	OSSEO MN 55369	516 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
11	1811921210013	R C TAYLOR & N J TAYLOR	508 4TH AVE N E	OSSEO MN 55369	508 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
12	1811921210064	HALEY J KUBISTA	432 4TH AVE N E	OSSEO MN 55369	432 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
13	1811921210063	K ROBINSON & K ROBINSON	424 4TH AVE N E	OSSEO MN 55369	424 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
14	1811921210062	MARK A BLASKOWSKI	416 4TH AVE N E	OSSEO MN 55369	416 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
15	1811921210061	MARK R JOHNSON	408 4TH AVE N E	OSSEO MN 55369	408 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
16	1811921210060	T B HOOD & E M HOOD	400 4TH AVE N E	OSSEO MN 55369	400 4TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
17	1811921210014	MATTHEW T & NAOMI J WILLS	641 5TH AVE N E	OSSEO MN 55369	641 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
18	1811921210015	D HASBARGEN & J MIKOLAI TRES	633 5TH AVE N E	OSSEO MN 55369	633 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
19	1811921210016	P J STANTON & C A STANTON	625 5TH AVE N E	OSSEO MN 55369	625 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
20	1811921210017	T W KNAPP & P A KNAPP	617 5TH AVE N E	OSSEO MN 55369	617 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
21	1811921210018	MARK STEVEN KRIEG	609 5TH AVE N E	OSSEO MN 55369	609 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
22	1811921210019	RESI SFR SUB LLC, C/O HAVENBROOK HOMES	3505 KOGER BLVD STE 400	DULUTH GA 30096	601 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
23	1811921210020	M COCHRAN DOMBEN & T DOMBEN	533 5TH AVE NE	OSSEO MN 55369	533 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
24	1811921210021	D J SCHACK & B L SCHACK	525 5TH AVE N E	OSSEO MN 55369	525 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
25	1811921210022	LAINE S & NANCY GEBHARDT	517 5TH AVE N E	OSSEO MN 55369	517 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
26	1811921210023	KRISTI KOTHRAD	509 5TH AVE NE	OSSEO MN 55369	509 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
27	1811921210024	A J OLIVER & M M OLIVER	501 5TH AVE N E	OSSEO MN 55369	501 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
28	1811921210036	CITY OF OSSEO	415 CENTRAL AVENUE	OSSEO, MN 55369	ADDRESS UNASSIGNED	VACANT - RESIDENTIAL					
29	1811921210055	CATHERINE M SOBRASKE	429 5TH AVE N E	OSSEO MN 55369	429 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
30	1811921210056	M MUELLER & A MUELLER	423 5TH AVE N E	OSSEO MN 55369	423 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
31	1811921210057	M F & M D LANGSTON TRUSTEES	417 5TH AVE N E	OSSEO MN 55369	417 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
32	1811921210058	LENNY FROLOV REV TRUST	9102 OLIVE LA N	MAPLE GROVE MN 55311	407 5TH AVE N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
33	1811921210059	MILO E DAHN & MARY K DWINELL	417 4TH ST N E	OSSEO MN 55369	417 4TH ST N E	RESIDENTIAL	1	\$5,090.00			\$5,090.00
1st Ave NE & 3rd Ave NE											
34	1811921230143	MONSON & LARSON PROPS LLC	7612 ZAMZIBAR LA N	MAPLE GROVE MN 55311	116 3RD ST N E	RESIDENTIAL	1	\$7,570.00			\$7,570.00
35	1811921230144	E MORTENSEN & J MORTENSON	201 2ND ST N E	OSSEO MN 55369	201 2ND ST N E	RESIDENTIAL	1	\$7,570.00			\$7,570.00
36	1811921230142	D PETERSON & L PETERSON	233 3RD AVE N E	OSSEO MN 55369	233 3RD AVE N E	RESIDENTIAL	1	\$7,570.00			\$7,570.00
37	1811921230141	B & B WUTSCHKE	225 3RD AVE N E	OSSEO MN 55369	225 3RD AVE N E	RESIDENTIAL	1	\$7,570.00			\$7,570.00
38	1811921230140	P & D CHALMERS	217 3RD AVE N E	OSSEO MN 55369	217 3RD AVE N E	RESIDENTIAL	1	\$7,570.00			\$7,570.00
39	1811921230146	P A CHALMERS & D M CHALMERS	209 3RD AVE N E	OSSEO MN 55369	209 3RD AVE N E	RESIDENTIAL	1	\$7,570.00			\$7,570.00
40	1811921230145	W R YOUNKERS & S M YOUNKERS	201 3RD AVE N E	OSSEO MN 55369	201 3RD AVE N E	RESIDENTIAL	1	\$7,570.00			\$7,570.00
5th Ave NE & 6th Ave NE											
41	1811921240112	R HILBRANDS & J HILBRANDS	10478 ABBOTT DR N	BROOKLYN PARK MN 55443	132 5TH AVE N E	RESIDENTIAL	1	\$5,370.00			\$5,370.00
42	1811921240008	TERRY P MCNEIL	124 5TH AVE N E	OSSEO MN 55369	124 5TH AVE N E	RESIDENTIAL	1	\$5,370.00			\$5,370.00

1st Ave NW & 2nd Ave NW											
83	1311922110016	LEROY E WALZ	129 5TH ST N W	OSSEO MN 55369	129 5TH ST N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
84	1311922110021	ANDREW CREGG	525 1ST AVE N W	OSSEO MN 55369	525 1ST AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
85	1311922110013	STEFAN J WOLF & KARA M WOLF	524 2ND AVE N W	OSSEO MN 55369	524 2ND AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
86	1311922110017	KATHERINE MARIE JACOBS	501 1ST AVE N W	OSSEO MN 55369	501 1ST AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
87	1311922110015	BARBARA A RUUD	508 2ND AVE N W	OSSEO MN 55369	508 2ND AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
89	1311922110123	DAN HALME & LINDA HALME	509 1ST AVE N W	OSSEO MN 55369	509 1ST AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
91	1311922110124	DENETTE DUNN	513 1ST AVE N W	OSSEO MN 55369	513 1ST AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
93	1311922110125	MICHAEL D GOLIO	517 1ST AVE N W	OSSEO MN 55369	517 1ST AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
97	1311922110023	MELODY HAWK	108 6TH ST NW	OSSEO MN 55369	108 6TH ST N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
99	1311922110014	STEPHEN H ELRICH ET AL	516 2ND AVE N W	OSSEO MN 55369	516 2ND AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
101	1311922110022	BENJAMIN J FITZSIMMONS	100 6TH ST N W	OSSEO MN 55369	100 6TH ST N W	RESIDENTIAL					
102	1311922110012	DONALD FORSBERG	304 EMERSON AVE E	ST PAUL MN 55118	532 2ND AVE N W	RESIDENTIAL	1	\$4,710.00			\$4,710.00
4th Ave NE & 5th Ave NE (South Segment)											
103	1811921240099	JULIE M ZACHMANN	225 5TH AVE N E	OSSEO MN 55369	225 5TH AVE N E	RESIDENTIAL	1	\$8,550.00			\$8,550.00
104	1811921240101	ANNA PLONSKE	205 5TH AVE N E	OSSEO MN 55369	205 5TH AVE N E	RESIDENTIAL	1	\$8,550.00			\$8,550.00
105	1811921240105	KAREN K MEYER ET AL W/L EST	224-4TH AVE NE	OSSEO MN 55369	224 4TH AVE N E	RESIDENTIAL	1	\$8,550.00			\$8,550.00
106	1811921240098	THOMAS C BAYER	233 5TH AVE N E	OSSEO MN 55369	233 5TH AVE N E	RESIDENTIAL	1	\$8,550.00			\$8,550.00
107	1811921240100	TIFFANY L BRIGGS	217 5TH AVE N E	OSSEO MN 55369	217 5TH AVE N E	RESIDENTIAL	1	\$8,550.00			\$8,550.00
108	1811921240104	HOLLY A SPANIER	208 4TH AVE N E	OSSEO MN 55369	208 4TH AVE N E	RESIDENTIAL	1	\$8,550.00			\$8,550.00



May 23, 2022

Riley Grams
City Administrator
City of Osseo
415 Central Avenue
Osseo, MN 55369

Re: 2022 Alley Reconstruction Project
Work Plan – Construction Services

Dear Mr. Grams:

As requested, the following work plan outlines the scope of services and engineering fee associated with the construction phase of the 2022 Alley Reconstruction Project involving the following major tasks:

- Construction administration and observation
- Construction staking
- Material testing
- Record plans

PROJECT UNDERSTANDING

The 2022 project consists of reconstructing the residential alleys located in the following areas:

- The alley surrounded by 3rd Street SE, 4th Avenue SE, 2nd Street SE, and 5th Avenue SE
- The alley surrounded by 3rd Street SE, 5th Avenue SE, 2nd Street SE, and 6th Avenue SE
- The alley surrounded by 5th Street NW, 3rd Avenue NW, 6th Street NW, and 2nd Avenue NW
- The alley surrounded by 5th Street NW, 2nd Avenue NW, 6th Street NW, and 1st Avenue NW
- The alley surrounded by 1st Street NE, 5th Avenue NE, 2nd Street NE, and 6th Avenue NE
- The alley surrounded by 2nd Street NE, 1st Avenue NE, 3rd Street NE, and 3rd Avenue NE
- The alley surrounded by 2nd Street NE, 4th Avenue NE, 3rd Street NE, and 5th Avenue NE
- The alley surrounded by 3rd Street NE, Central Avenue, 4th Street NE, and 1st Avenue NE
- The alley surrounded by 4th Street NE, 4th Avenue NE, 93rd Avenue N (CR 30), and 5th Avenue NE

SCOPE OF SERVICES

WSB's project scope and proposed tasks are based on our understanding of the project and we propose the following scope of services:

Task 1: Construction Administration and Observation

This task includes construction administration and coordination of all WSB construction related work tasks, construction surveying tasks, establishment and monitoring of WSB's billings, and correspondence with the City and permitting agencies (as necessary) on a periodic basis. The construction manager will provide technical direction on aspects of the project design and provide minor plan updates as needed. WSB will track any

monthly work completed to date and summary of quantities for the preparation and processing of monthly payment vouchers. This task also includes attendance of WSB staff members at the preconstruction meeting, shop drawing review and responding to requests for information.

Task 2: Construction Staking

WSB will provide location and offset stakes for alley alignment and infrastructure during construction. One (1) set of stakes will be provided per project component and location. Any markings, locations, stakes or control that are damaged or altered and needs to be reset shall be considered extra. Time spent to correct or reset damaged markings will be paid at the hourly rate per the WSB 2022 Fee Schedule, which has been attached for your reference.

Task 3: Material Testing

WSB will provide material testing services based on the testing rates as defined in the project manual.

Task 4: Record Plans

As part of this work, WSB will be responsible for documenting and providing a record of the following for use in creating the plans:

- Plan changes in the field during construction
- Measurement of structure inverts

WSB will perform a post-construction survey of structures, castings and other pertinent information. We will then use the construction data, along with the survey to create record drawings.

PROJECT TEAM

WSB proposes the following individuals as key members of the project team:

Alyson Fauske, PE – City Engineer
Emily Brown, PE – Project Manager
TBD – Construction Observer

SCHEDULE

WSB will begin construction services coinciding with attendance at the pre-construction meeting and continuing for the duration of the project as stated in the contract documents. WSB anticipates a construction duration of 8 weeks for this project.

PROPOSED FEE

WSB will provide the services as outlined in the Scope of Services. Our budget was developed based on our understanding of the scope and experience with similar past reconstruction projects. A summary of the costs for each task of the project is as follows:

TASK	DESCRIPTION	FEE
1	CONSTRUCTION OBSERVATION/ADMINISTRATION	\$72,328
2	CONSTRUCTION STAKING	\$14,040
3	MATERIAL TESTING	\$11,034

4	RECORD PLANS	\$1,669
	TOTAL PROPOSED FEE	\$99,071

Based on the proposed task hour budget, WSB will complete the scope of work previously discussed on an hourly basis for a total amount of \$99,071. If additional work outside of the above described scope is determined necessary, it will proceed only after City approval. This additional work would be billed on an hourly basis in accordance with the WSB 2022 Fee Schedule.

This represents our complete understanding and scope of the project. If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office. We are available to begin work immediately based on your authorization.

We appreciate the opportunity to provide you with this proposal and we are again looking forward to working with you and your staff toward the completion of the project. Please feel free to contact me with any questions or concerns you have.

Sincerely,

WSB



Lee Gustafson, PE
Sr. Project Manager

Attachment

City of Osseo:

Authorized signature

Title

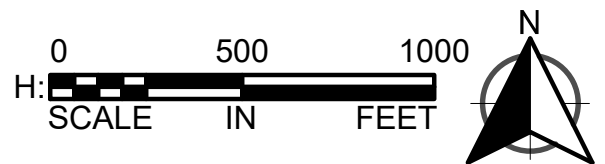
Date

K:\018014-000\Cadd\Exhibits\018014-000 Project Location Map Exhibit.dwg 7/8/2021 3:33:50 PM



LEGEND:

— PROJECT LOCATION



WSB PROJECT NO.:
018014-000

2022 ALLEY RECONSTRUCTION PROJECT
PROJECT LOCATION MAP
CITY OF OSSEO, MN



2022 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$162 - \$206
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$162 - \$206
PROJECT MANAGER	\$143 - \$159
PROJECT ENGINEER GRADUATE ENGINEER	\$97 - \$158
ENGINEERING TECHNICIAN ENGINEERING SPECIALIST	\$62 - \$154
LANDSCAPE ARCHITECT SR. LANDSCAPE ARCHITECT	\$73 - \$154
ENVIRONMENTAL SCIENTIST SR. ENVIRONMENTAL SCIENTIST	\$60 - \$151
PLANNER SR. PLANNER	\$75 - \$159
GIS SPECIALIST SR. GIS SPECIALIST	\$72 - \$159
CONSTRUCTION OBSERVER	\$98 - \$128
SURVEY	
One-Person Crew	\$159
Two-Person Crew	\$207
OFFICE TECHNICIAN	\$56 - \$97

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

Resolution No. 2022-xx

**RESOLUTION ACCEPTING BIDS AND AWARDING THE CONTRACT FOR THE
2022 ALLEY RECONSTRUCTION PROJECT**

WHEREAS, pursuant to an advertisement for bids for the 2022 Alley Reconstruction Project, the following five bids were received, opened, and tabulated:

Bidder	Total Bid
Concrete Idea, Inc.	\$663,059.75
Asphalt Surface Technologies Corp. (ASTECH)	\$679,112.54
Meyer Contracting, Inc.	\$912,287.75
Pember Companies, Inc.	\$989,218.70
Ti-Zack Concrete, Inc.	\$991,517.49

AND WHEREAS, Concrete Idea, Inc. of Plymouth, MN is the lowest responsible bidder.

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into contract with Concrete Idea, Inc. in the name of the City of Osseo for the improvement of the 2022 Alley Reconstruction Project, according to the plans and specifications therefor approved by the City Council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.



Agenda Item: 2023 Street Rehabilitation Project

Meeting Date: May 23, 2022

Prepared By: Lee Gustafson, City Engineer

Attachments: Engineering Proposal

Policy Consideration:

Request the following actions:

1. Authorize preparation of a feasibility report.
2. Approve attached engineering proposal.

Background:

The 2023 Street Rehabilitation Project consists of reconstructing portions of 8th Avenue NE, 9th Avenue NE, 3rd Street NE, 1st Street NE, Broadway Street E, North Oaks Dr, and the mill and overlay of the CR 81 Service Rd, 1st Street NW and 1 ½ Street NE. See attached map within engineering proposal. The project also includes repairing or minimal reconstruction of the storm sewer, sanitary sewer and watermain, replacement of the curb and gutter, and sidewalk repair and installation as determined by Council.

The existing roadway width will be maintained to the greatest extent possible, and minimal impacts will be made outside of the curb with the exception for impacts related to utility work, curb replacement, and sidewalk work. Geotechnical evaluation will also be performed as part of this project.

The reconstruction portion of the project will be funded in accordance with the street reconstruction special assessment policy. WSB will prepare a preliminary assessment roll at the feasibility stage of the project, based on preliminary costs and the City's assessment policy. The preliminary assessment roll will be updated based on the bids received for the project at the time of the assessment hearing, prior to beginning construction. The mill and overlay portions of the project will be funded by city street funds.

On completion of the assessment public hearing, the City Council will determine whether or not to authorize the project.

Schedule:

Staff would anticipate the following project schedule:

- Neighborhood informational meeting.....July 2022
- Present feasibility report to Council.....August 2022
- Develop plans.....Sept. 2022 – Jan. 2023
- Construction.....May - October 2023

Previous Action or Discussion:

No previous action has been taken on this project.

Budget or Other Considerations:

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

City Goals Met By This Action:

Maintaining city infrastructure.

Options:

The City Council may choose to:

1. Authorize preparation of feasibility report and approve attached engineering proposal with WSB as recommended;
2. Authorize preparation of feasibility report and approve attached engineering proposal with WSB with noted changes or as amended;
3. Deny authorizing preparation of feasibility report and approving attached engineering proposal with WSB;
4. Table action on this item for further information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1; Authorize preparation of feasibility report and approve attached engineering proposal with WSB.

Next Step:

Tentative schedules are included in the proposal.



May 23, 2022

Riley Grams
City Administrator
City of Osseo
415 Central Avenue
Osseo, MN 55369

Re: 2023 Street Reconstruction Project
Work Plan – Final Design & Bidding Services

Dear Mr. Grams:

As requested, the following work plan outlines the scope of services and the associated engineering fee necessary to complete the 2023 Street Reconstruction Project through the bidding phase. A separate proposal will be submitted to the city for the construction phase of the project. See attached map.

PROJECT UNDERSTANDING

The 2023 project includes reconstructing portions of 8th Avenue NE, 9th Avenue NE, 3rd Street NE, 1st Street NE, Broadway Street E, North Oaks Dr, and the mill and overlay of the CR 81 Service Rd, 1st Street NW and 1 ½ Street NE. The project also includes repairing or minimal reconstruction of the storm sewer, sanitary sewer and watermain in these areas.

It is understood that the existing roadway width will be maintained and minimal impacts will be made outside of the curb with the exception for impacts related to utility work, curb replacement, or sidewalk installation. Pavement corings will be performed as part of this project on 1st Street NW, 1 ½ Street NE and the CR 81 service road. Previously gathered geotechnical and pavement information on North Oaks Dr and the 8th/9th Ave area will be used in the design of this project. No additional corings or borings will be needed in these areas.

It is also understood that the project funding includes assessments. WSB will prepare the preliminary assessment roll at the feasibility stage of the project, based on preliminary costs. The assessment rolls will include all necessary information including parcel identification numbers, property owner name and address, basis of assessment and assessment amount. The preliminary assessment roll will be updated based on the bids received for the project at the time of the assessment hearing, prior to beginning construction.

The proposed scope of services will include preparation of feasibility report, public involvement, development of construction documents including final plans and project specifications, and bidding assistance.

SCOPE OF SERVICES

The following list of tasks is needed to design and complete the contract documents necessary to construct the project as described:

Task 1: Preliminary Design

Task 1.1: Perform site survey and survey of any soil boring locations.

Task 1.2: Prepare existing topography file and generate existing ground model.

Task 1.3: Perform initial Gopher State One Call and identify potential utility impacts.

Task 1.4: Perform initial design and submit preliminary layout to City staff for review.

Task 1.5: Prepare preliminary cost estimate.

Task 1.6: Conduct a neighborhood meeting and hold follow-up meetings with property owners.

Task 1.7: Prepare feasibility report and present feasibility report to the City Council.

Task 2: Final Design Phase

Task 2.1: Prepare 60% plan set for review by City staff.

Task 2.2: Review plans with City staff and address any comments received by City staff.

Task 2.3: WSB will submit permit applications. It is assumed the following permits will be needed for the project:

- *NPDES Storm Water Permit (MPCA) if needed*
- *MDH Watermain Permit if needed*

Permit applications for these permits will be prepared and submitted to the permitting agencies. This task includes time for follow up with the agencies to obtain the permits.

Task 2.4: Prepare 100% plan set for review by City staff.

Task 2.5: The City Engineer will be integrally involved in the review of the project through the preliminary design and final design process, but to ensure the quality of the final plans and specifications, a WSB senior project manager will perform a quality control review of the final plans and specifications prior to bidding.

Task 2.6: Finalize bidding documents, including engineer's cost estimate. City Council to authorize bidding.

Task 3: Bidding and Assessment Phase

Task 3.1: Prepare and upload bidding documents to QuestCDN.

Task 3.2: WSB will field bidder's questions and attend the bid opening.

Task 3.3: Prepare a bid tabulation and letter of recommendation for award of the project.

Task 3.4: Prepare final assessment documents and assist in assessment hearing.

Task 4: Right-of-Way Acquisition for the 2024 Alley Project

Task 4.1: Review aerial maps of future projects areas and determine right-of-way needs based on the alignment of the existing alleys. It is assumed that there are 14 parcels in need of permanent easements for the 2024 alley project.

Task 4.2: WSB will provide legal descriptions and easement exhibits for parcels.

Task 4.3: WSB will order ownership and encumbrance information on properties with right-of-way needs, and work with the city attorney and city staff to acquire right of way as has been done on past projects.

Task 5: Overhead Utility Coordination for 2024 Alley Project

Task 5.1: Conduct field meeting with Xcel to review potential overhead utility line burial costs for the two commercial alleys currently proposed for reconstruction in the 2024 alley project.

Task 5.2: WSB will coordinate with Xcel to determine their cost of overhead utility burial. No other costs will be determined at this time. Additional costs will be calculated as part of the 2024 alley project if overhead utility line burial is included as a part of that alley project.

Task 5.3: Prepare drawing based on Xcel burial comments for city review.

SCHEDULE

City Approves Consultant Contract (Final Design Services)	May 23, 2022
Survey and Soil Borings	June 2022
Neighborhood Meeting	July 2022
Feasibility Report	August 2022
Roadway Design	September 2022 - January 2023
Council Approve Plans and Specifications / Authorize Ad for Bid	January 2023
Open Bids	Late February 2023
Council Holds Assessment Hearing and Awards Construction Contract	April 2023
City Approves Consultant Contract (Construction Services)	April 2023
Begin Construction	May 2023
Final Completion	September/October 2023

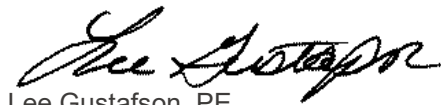
PROPOSED FEE

Based on the proposed task hour budget, WSB will complete the scope of work previously discussed on an hourly basis for a not-to-exceed amount of \$115,789.00, which includes geotechnical evaluation. This represents our complete understanding and scope of the project. If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office. We are available to begin work immediately based on your authorization.

We appreciate the opportunity to provide with this proposal and we are again looking forward to working with you and your staff toward the completion of the project. Please feel free to contact me with any questions or concerns you have.

Sincerely,

WSB



Lee Gustafson, PE
Sr. Project Manager

Attachment

City of Osseo:

Authorized signature

Title

Date



2022 Rate Schedule



	Billing Rate/Hour
PRINCIPAL ASSOCIATE	\$162 - \$206
SR. PROJECT MANAGER SR. PROJECT ENGINEER	\$162 - \$206
PROJECT MANAGER	\$143 - \$159
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Agenda Item: 2022 Sanitary Sewer Lining Project

Meeting Date: May 23, 2022

Prepared By: Lee Gustafson, City Engineer

Attachments: Resolution and Map

Policy Consideration:

Request to approve the following:

1. Adopt the attached resolution approving plans and specifications and authorizing the advertisement of bids.

Background:

The 2022 sanitary sewer lining project consists of reviewing approximately 34,000 lineal feet of sanitary sewer closed circuit television (CCTV) televising videos in order 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.

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.

WSB has reviewed the CCTV televising videos and reports, and have prepared construction bidding documents that include final plans and project specifications.

Schedule:

If Council concurs with staff's recommendation for these improvements, staff would anticipate the following project schedule:

- Open bids.....June 23, 2022
- Award bids.....June 27, 2022
- Construction.....July 2022 – Oct 2022

Previous Action or Discussion:

Approved engineering proposal on December 13, 2021.

Budget or Other Considerations:

All engineering and improvement costs would be funded from the City's utility fund.

City Goals Met By This Action:

Maintaining city infrastructure.

Options:

The City Council may choose to:

1. Adopt the resolution approving Plans & Specifications and Authorizing the Advertisement for bids for the 2022 Sanitary Sewer Lining Project;
2. Adopt the resolution approving Plans & Specifications and Authorizing the Advertisement for bids for the 2022 Sanitary Sewer Lining Project with noted changes or as amended;
3. Deny the project;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose Option (1): Adopt the resolution approving Plans & Specifications and Authorizing the Advertisement for bids for the 2022 Sanitary Sewer Lining Project.

Next Step:

Advertise for bids.

EXISTING UTILITY SYMBOLS

WATER MAIN

SANITARY SEWER

STORM SEWER

CATCH BASIN

STORM SEWER MANHOLE

GATE VALVE

HYDRANT

SANITARY SEWER MANHOLE

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2022 SANITARY SEWER LINING PROJECT

CITY OF OSSEO, MN

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

SHEET NO.	SHEET TITLE
1	TITLE SHEET
2-3	GENERAL LAYOUT
4	STATEMENT OF ESTIMATED QUANTITIES
5-38	LINING PLANS

THIS PLAN SET CONTAINS 38 SHEETS

CONSTRUCTION PLAN FOR

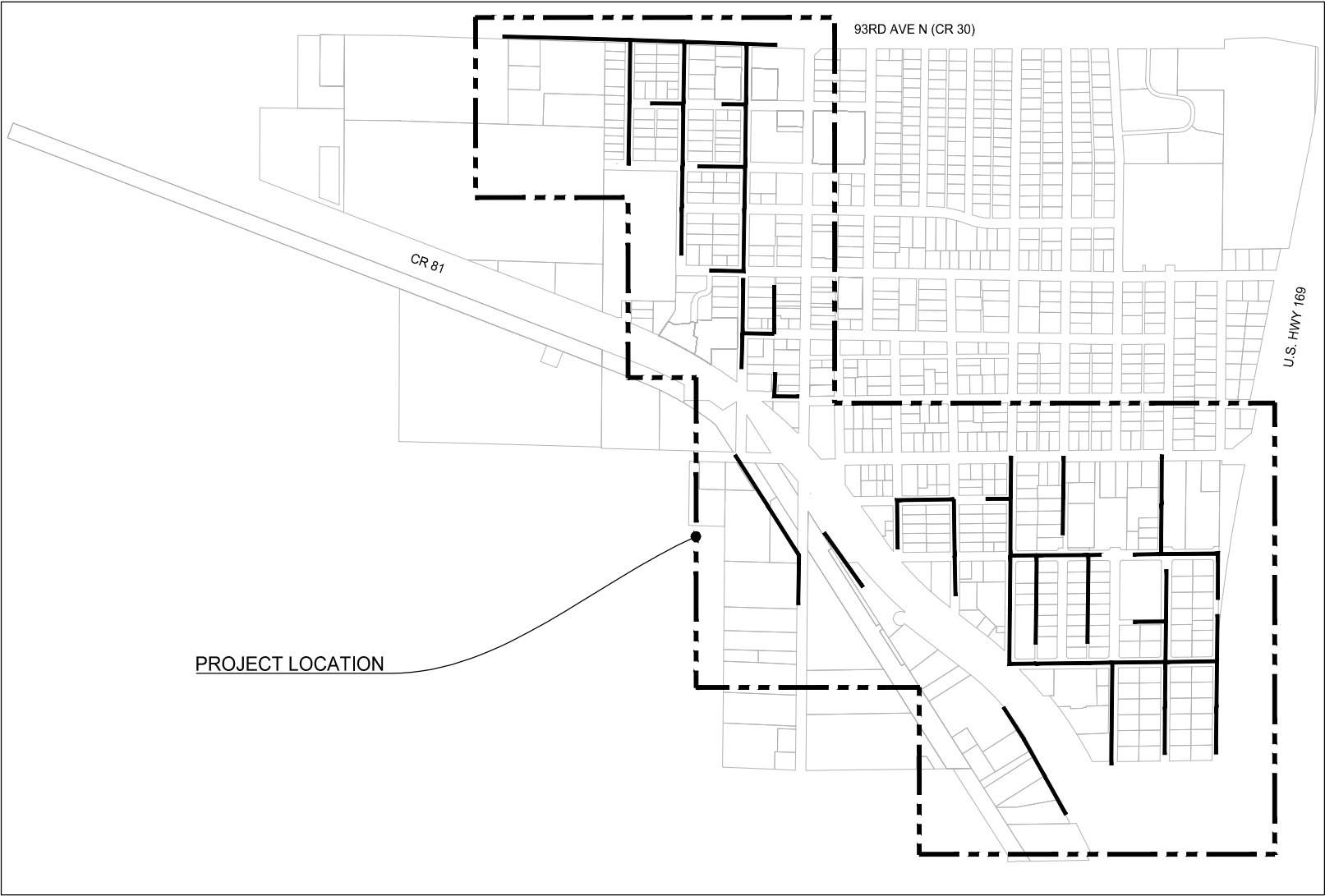
SANITARY SEWER PIPE LINING

LOCATED IN

OSSEO

ON

93RD AVE N (CR 30), 3RD AVE NW, 2ND AVE NW, 6TH ST NW, 1ST AVE NW, 2ND ST NW, 3RD ST NW, 5TH ST NW, NW ALLEY 1, 1ST ST NW, NW ALLEY 2, JEFFERSON HWY, FRONTAGE RD, 2ND AVE SE, 1ST ST SE, 3RD AVE SE, 4TH AVE SE, 2ND ST SE, 3RD ST SE, SE ALLEY 1, 5TH AVE SE, SE ALLEY 2, 6TH AVE SE, 7TH AVE SE, SIPE PARK, 8TH AVE SE



THIS PLAN SET HAS BEEN PREPARED FOR:

CITY OF OSSEO
415 CENTRAL AVENUE
OSSEO, MN 55369
(763) 425-2624

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

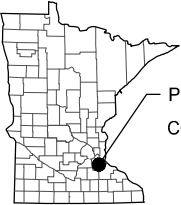
EMILY A. BROWN, P.E.

DATE: 05/23/2022 LICENSE NUMBER: 51773

WSB PROJ. NO. 019899-000

SHEET
1
OF
38

PROJECT LOCATION MAP



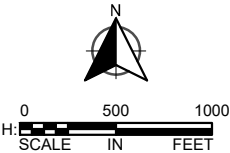
PROJECT LOCATION
COUNTY: HENNEPIN

SECT 18, TWP 119N, RNG 21W

HORIZONTAL DATUM: NAD83 (2011) ADJUSTMENT
VERTICAL DATUM: NAVD88

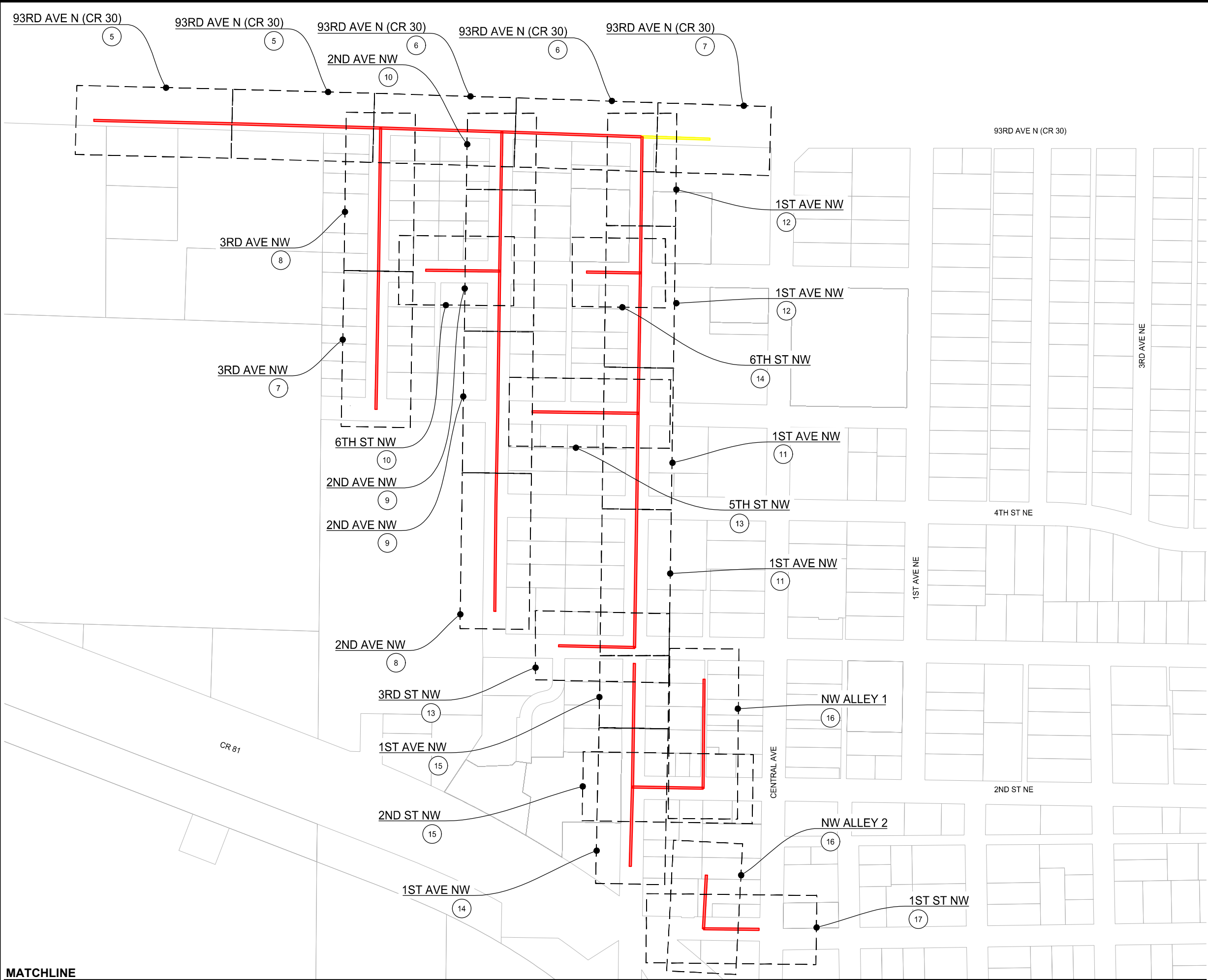
EXCAVATION NOTICE SYSTEM
A CALL TO GOPHER STATE ONE (651-454-0002)
IS REQUIRED A MINIMUM OF 48 HOURS PRIOR
TO PERFORMING ANY EXCAVATION.

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY




K:\019899-000\Cad\Plan\019899-000-C-TTL-PLAN.dwg 5/23/2022 11:35:06 AM

K:\019899-000\Cad\Plan\019899-000-C-GEN-L-JAYT.dwg 5/9/2022 11:38:12 AM




MATCHLINE
SEE SHEET - 3

LEGEND	
SHEET NO.	DESCRIPTION
(X)	LINING PLANS



0150300

SCALEINFEET



SCALE:AS SHOWNPLAN BY:BPMDESIGN BY:BPMCHECK BY:EAB

REVISIONS	
NO.	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

EMILY A. BROWN

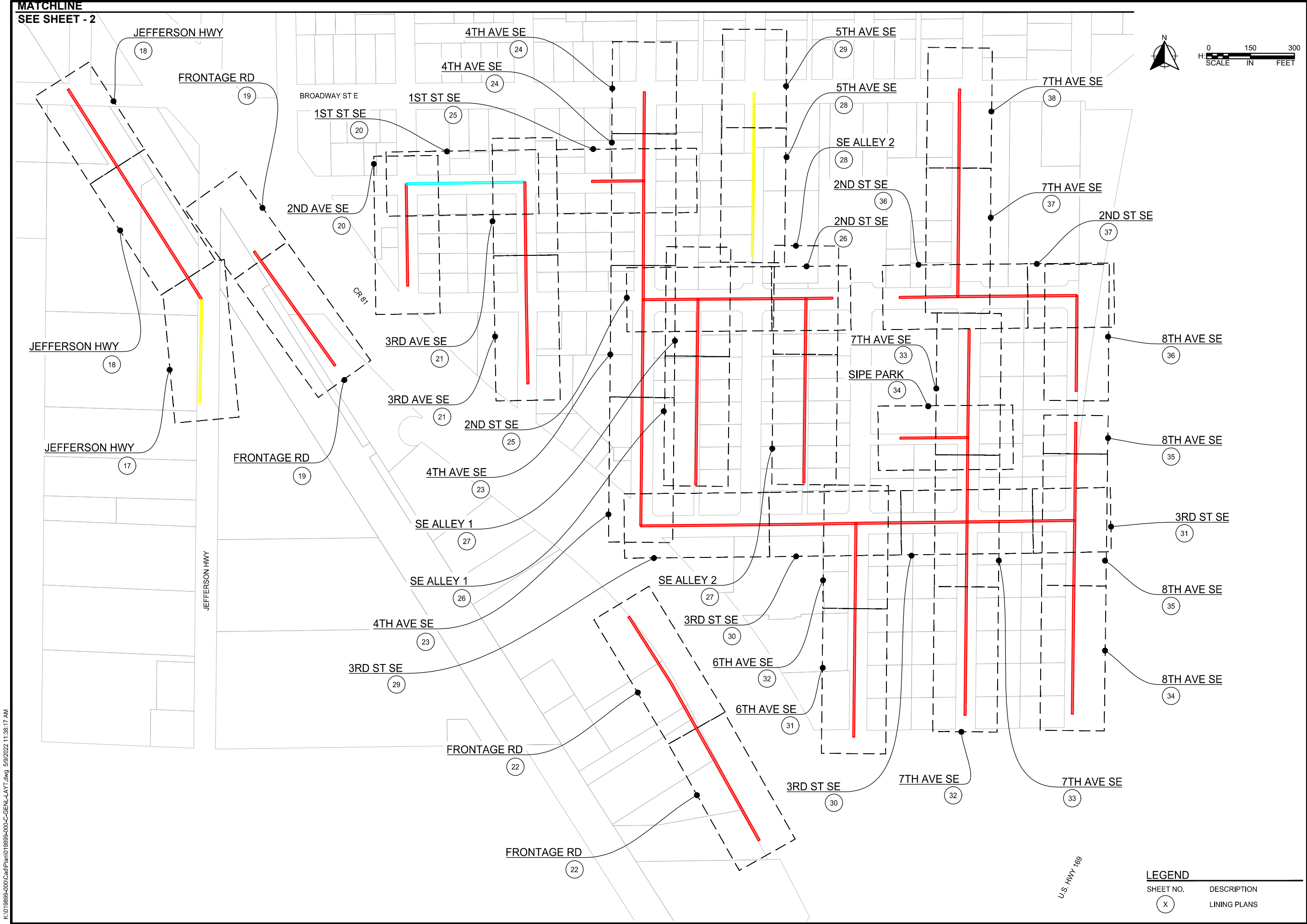
DATE: 05-23-2022LIC. NO. 51773

GENERAL LAYOUT

2022 SANITARY SEWER LINING PROJECT
CITY OF OSSEO, MN

WSB PROJECT NO. 019899-000

SHEET 2 OF 38



SCALE:
AS SHOWN
PLAN BY:
BPM

DESIGN BY:
BPM
CHECK BY:
EAB

REVISIONS	
NO.	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 05-23-2022 LIC. NO. 51773 EMILY A. BROWN

GENERAL LAYOUT

2022 SANITARY SEWER LINING PROJECT
CITY OF OSSEO, MN

WSB PROJECT NO.
019899-000

SHEET
3 OF 38

Resolution No. 2022-xx

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING THE
ADVERTISEMENT FOR BIDS FOR THE 2022 SANITARY SEWER LINING PROJECT**

WHEREAS, pursuant to City Council authorization on December 13, 2021, the City Engineer has prepared plans and specifications for the 2022 Sanitary Sewer Lining Project and has presented such plans and specifications to the Council for approval.

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

1. The plans and specifications, copies of which are on file at city hall, are hereby accepted upon recommendation of the city engineer.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in Finance and Commerce an advertisement for bids for the making of such improvements under such approved plans and specs. The advertisement shall specify the work to be done and shall state that bids will be received on-line through QuestCDN vBid™ until Thursday, June 23, 2022, at 9:00 AM Central Standard Time. Immediately following expiration of the time for receiving bids, representatives of the City of Osseo will publicly view bids at an online bid opening meeting. Information for participating in this bid viewing meeting will be contained in the bid advertisement. No bids will be considered unless sealed and filed as set forth in the instructions to bidders in compliance with the requirements of electronic bidding and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for 5% of the amount of such bid.



Agenda Item: 2022 House Demolition Project

Meeting Date: May 23, 2022

Prepared By: Lee Gustafson, City Engineer

Attachments: Resolution and Letter of Recommendation

Policy Consideration:

Request to approve the following:

1. Resolution accepting bids and awarding the contract for the 2022 House Demolition Project.

Background:

The Boerboom Park master plan calls for the eventual removal of the four homes on the east side of that block. That area would then be incorporated into the park through a park renovation plan.

The City of Osseo owns all four of these homes. The two homes closest to the park, 17 4th Street NE and 16 5th Street NE have become in disrepair and should be torn down. Small animals are finding their way into one home, and as such, it does not pay to spend money to fix either of these homes.

The other two homes on the far east side of the block are in good repair and are currently being rented out.

Bid Opening:

Bids were received on May 18, 2022 for the 2022 House Demolition Project. 3 bids were received in response to the call for bids. They are summarized as follows:

Bidder	Bid Amount
Miller Trucking and Landscape Supply	\$35,500.00
Rachel Contracting	\$72,580.00
Fehn Companies	\$88,827.00

The apparent low bidder, Miller Trucking and Landscape Supply has satisfactorily completed several similar projects in the metro area.

Schedule:

If Council concurs with staff's recommendation, staff would anticipate the following project schedule:

- Award quote.....May 23, 2022
- Begin demolition.....approx. June, 2022
- Project completion..... July 2022

Previous Action or Discussion:

On March 28, 2022 the City Council approved an engineering proposal.

Budget or Other Considerations:

Costs for this project would be funded from the City's Park CIP Fund.

Options:

The City Council may choose to:

1. Adopt the attached resolution accepting bids and awarding the contract for the 2022 House Demolition Project;
2. Adopt the attached resolution accepting bids and awarding the contract for the 2022 House Demolition Project with noted changes or as amended;
3. Deny the project;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose Option (1): Adopt the attached resolution accepting bids and awarding the contract for the 2022 House Demolition Project.

Next Step:

Begin Demolition.



May 19, 2022

Honorable Mayor and City Council
City of Osseo
415 Central Avenue
Osseo, MN 55369

Re: 2022 House Demolition Project
17 4th Street NE & 16 5th Street NE
City of Osseo, MN
WSB Project No. 020164-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Wednesday, May 18, 2022, and were opened and read aloud. Three bids were received. The bids were checked for mathematical accuracy and tabulated. Please find enclosed the bid tabulation indicating Miller Trucking and Landscape Supply, Hanover, Minnesota, as the low bidder with a grand total bid amount of \$35,500.

We recommend that the City Council consider these bids and award a contract for the grand total bid in the amount of \$35,500 to Miller Trucking and Landscape Supply based on the results of the bids received.

If you have any questions, please contact me at 763.270.3471.

Sincerely,

WSB

A handwritten signature in black ink, appearing to read "Jeffrey Rice", written over a white rectangular background.

Jeffrey Rice, PG, CHMM
Project Manager

Enclosure

cc: Larry Miller, Miller Trucking and Landscape Supply

Bidders List

Project: City of Osseo - 2022 House Demolition Project

Date: 5/19/22

Address: 17 4th Street NE & 16 5th Street NE, Osseo, MN

Owner: City of Osseo

WSB Project Manager: Jeff Rice

Contractor	Signed Bid Received	Schedule A - Asbestos & Regulated Waste Removal	Schedule B - Demolition & Site Restoration	Total Base Bid
Rachel Contracting	Yes	\$6,600.00	\$65,980.00	\$72,580*
Miller Trucking	Yes	\$11,900.00	\$23,600.00	\$35,500.00
Fehn Companies	Yes	\$18,596.00	\$70,231.00	\$88,827.00

* - Note: total project cost listed on bid form was \$71,980, but Schedule A + Schedule B Costs totaled \$72,580

Resolution No. 2022-xx

**RESOLUTION ACCEPTING BIDS AND AWARDING THE CONTRACT FOR THE
2022 HOUSE DEMOLITION PROJECT**

WHEREAS, pursuant to a solicitation for bids for the 2022 House Demolition Project, the following three bids were received, opened, and tabulated:

<u>Bidder</u>	<u>Total Bid</u>
Miller Trucking and Landscape Supply	\$35,500.00
Rachel Contracting	\$72,580.00
Fehn Companies	\$88,827.00

AND WHEREAS, Miller Trucking and Landscape Supply of Hanover, MN is the lowest responsible bidder.

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into contract with Miller Trucking and Landscape Supply in the name of the City of Osseo for the improvement of the 2022 House Demolition Project, according to the plans and specifications therefor and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.



City of Osseo City Council Meeting Item

Agenda Item: **Approve Hire of Administrative Assistant**

Meeting Date: May 23, 2022

Prepared by: Mike Phenow, Fire Chief

Attachments: *none*

Policy Consideration:

Consider approving the hire of Jamie Lee-Rakos for the newly-created position of Administrative Assistant, Public Services.

Background:

The position was posted on April 14th. In two-and-a-half weeks, we received 15 applications. We reviewed them all in detail and the top 5 candidates were interviewed.

Jamie stood out for her professionalism as well as the breadth and depth of her skills and experience. The position is very multi-faceted, encompassing human resources, records management, bookkeeping, general administration, and more. While some candidates had skills and experience in many of those areas, Jamie has extensive experience in all of them.

Her addition will be a huge boon to the fire department and we are excited to welcome her to the team. Her planned start date is May 25, 2022.

Previous Action or Discussion:

At the City Council meeting on March 28, 2022, the Council reviewed and approved the position description. At that same meeting, the Council considered approving the posting of the position, but tabled action on it pending further discussion with the Budget & Finance Committee.

At the City Council meeting on April 11, 2022, the Council reconsidered posting the position. It was decided that we could delay some of the projects currently scheduled in the Capital Improvement Plan and then adjust this year's transfer from the general fund to the CIP fund commensurate with the wages paid for the Administrative Assistant position. The council then approved posting the position.

Budget or Other Considerations:

The hourly rate for the position is \$24 per hour with no more than 20 hours per week.

City Goals Met By This Action:

Recruit high quality Staff, continue to train Staff, and work to promote Staff retention

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

Develop team work among the City's leadership team

Ensure City's continued financial stability

Options:

The City Council may choose to:

1. Approve the hire of Jamie Lee-Rakos for the position of Administrative Assistant, Public Services;
2. Approve the hire of Jamie Lee-Rakos for the position of Administrative Assistant, Public Services with noted changes;
3. Deny the hire of Jamie Lee-Rakos for the position of Administrative Assistant, Public Services;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1: Approve the hire of Jamie Lee-Rakos for the position of Administrative Assistant, Public Services.



City of Osseo City Council Meeting Item

Agenda Item: **Approve Hydrant Testing Proposal**

Meeting Date: May 23, 2022

Prepared by: Mike Phenow, Fire Chief

Attachments: Proposal from WSB

Policy Consideration:

Consider approving the attached WSB proposal to complete field hydrant flow tests and use the results to update and calibrate the City's WaterCAD computer model of the water distribution system.

Background:

On January 24th, 2022, the City Council approved a donation from the OFDRA. That donation encompassed a number of projects, one of which was to flow-test and paint the city's fire hydrants. A total of \$14,320 was designated for that project. That was based on an initial estimate from Viking Automatic Sprinkler to perform the flow-testing, plus funds to paint 80 hydrants at \$125 apiece, based on an estimate from B&B Commercial Coating.

After conferring with WSB to coordinate on the collection and proper storage of the collected hydrant data, it was determined that the city had an existing WaterCAD computer model that could be updated with the new data. Upon further discussion, it was determined that, in addition to the work required to update the computer model, WSB was capable of performing the field hydrant flow tests as well.

We received a proposal from WSB to encompass all of the work required to review the water system properties, calculate water demands, perform the field tests on the hydrants, calibrate the model with the test results, calculate available fire flow, and update the city's DataLink GIS system. The proposal for that work is not to exceed \$5,500 (see attached).

We also expect that this work will support our efforts to achieve the best possible ISO PPC rating the next time we are surveyed by Verisk.

We propose updating our previous plans to instead use WSB for the work outlined in their proposal and then use B&B Industrial Coatings to paint as many hydrants as the remaining funds allow (estimated to be approximately 70 hydrants). If it is determined that there are additional hydrants that should be painted, we can consider other funding sources at that time.

Previous Action or Discussion:

On January 24th, 2022, the City Council approved a donation of \$109,250.64 from the OFDRA, \$14,320 of which was designated to be used for this project.

Budget or Other Considerations:

We are proposing to spend already-donated and accepted funds as outlined above. There is no impact to either the department's operating budget in the general fund or to the capital improvement plan funds.

City Goals Met By This Action:

Ensure City's continued financial stability

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

Options:

The City Council may choose to:

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

Recommendation/Action Requested:

Staff recommends the City Council approves the proposed project.



May 2, 2022

Mr. Mike Phenow
Fire Chief
City of Osseo
415 Central Avenue
Osseo, MN 55369

Re: Proposal for Professional Engineering for
2022 WaterCAD Update and Calibration

Dear Mr. Phenow,

We appreciate the opportunity to present this proposal to provide professional engineering services to complete field hydrant flow tests and use the results to update and calibrate the City's WaterCAD computer model of the water distribution system. The updated and calibrated model will allow the City to evaluate hydraulic conditions in the distribution system, such as pressure and available fire flow, both for existing and proposed future development.

SCOPE OF WORK & ESTIMATED FEES

The proposed scope of work and estimated fees are detailed in the table below. WSB will complete these tasks for an hourly, not-to-exceed fee of **\$5,500**. If desired, additional services can be provided on an hourly basis.

Task	Estimated Fee
Review model pipe, junction, and reservoir dimensions and elevations	\$290
Calculate and input existing water demands from recent water use data	\$1,160
Perform field hydrant flow tests at ten (10) locations with City staff	\$1,160
Calibrate model with hydrant flow test results	\$1,740
Prepare max day available fire flow contours and update in DataLink	\$1,150
Total	\$5,500

SCHEDULE

If approved, WSB and City staff would complete the field hydrant flow tests in the second week of May, after which WSB will complete the remaining work within four (4) weeks.

This letter represents our entire understanding of the project scope. If you are in agreement, please sign on the space provided on the following page and return one original signed copy to us for our records. We will start immediately upon receipt of the signed agreement.

If you have any questions concerning the work plan or fee as discussed herein, please feel free to contact me at 612-437-7967. We look forward to working with you and greatly appreciate the opportunity to assist you and your staff in the completion of this project.

Mr. Mike Phenow
May 2, 2022
Page 2

Sincerely,

WSB



Jon Christensen, PE
Project Engineer



Greg Johnson, PE
Director of Water/Wastewater

cc: Lee Gustafson, PE

ACCEPTED BY:

City of Osseo, Minnesota

By _____

Its _____

Date _____



City of Osseo City Council Meeting Item

Agenda Item: Approve Amended Agreement with Berglund, Baumgartner, Kimball and Glaser for Osseo Prosecution Attorney Services

Meeting Date: May 23, 2022

Prepared by: Riley Grams, City Administrator

Attachments: Draft Agreement for Prosecution Attorney Services

Policy Consideration:

Consider approving the attached agreement with Berglund, Baumgartner, Kimball and Glaser for prosecution attorney services for the City of Osseo.

Background:

The City of Osseo entered into an agreement with Tallen & Baertschi (Attorney Paul Baertschi) for prosecution attorney services beginning in November 2014. Attorney Baertschi is leaving his current firm and joining Berglund, Baumgartner, Kimball and Glaser.

As such, the Council should consider approving the amended agreement to continue prosecuting services with Mr. Baertschi's new firm. The draft agreement outlines the services the firm will provide to the City. The City will continue to compensate Mr. Baertschi at a flat monthly retainer fee of \$1200, and an hourly rate of \$100 for jury trials and appeals. Beginning in 2023, the flat monthly retainer fee will increase to \$1300, and the hourly rate will increase to \$110 for trials and appeals. Beginning in 2024 and beyond, and 3% annual increase will be applied to the flat retainer fee and the hourly rate. This agreement can be terminated by the City at any time.

Attorney Paul Baertschi and Attorney Kurt Glaser will be present at the Council meeting on Monday evening to help answer any questions the Council may have.

Options:

The City Council may choose to:

1. Approve the amended agreement with Berglund, Baumgartner, Kimball and Glaser for Osseo prosecution attorney services;
2. Approve the amended agreement with Berglund, Baumgartner, Kimball and Glaser for Osseo prosecution attorney services, with noted changes/as amended;
3. Deny approval of the attached agreement;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the amended agreement with Berglund, Baumgartner, Kimball and Glaser for Osseo prosecution attorney services.

Next Step:

If approved, Staff will finalize and execute the agreement.

AGREEMENT FOR PROSECUTION SERVICES FOR THE CITY OF OSSEO

This Agreement for Prosecution Services (the “Agreement”) is effective as of May 23, 2022, by and between the City of Osseo, 415 Central Avenue, Osseo, MN 55369 (the “City”), and Berglund, Baumgartner, Kimble, and Glaser, 2140 4th Ave N, Anoka, MN 55303 (the “Prosecutor”).

WHEREAS, the City needs an attorney licensed to practice law in Minnesota to advise and represent the City in municipal prosecutions; and

WHEREAS, the attorneys employed by the Prosecutor are licensed to practice law in Minnesota and are experienced in and familiar with all phases of municipal prosecution and desire to provide the prosecution services required by the City; and

WHEREAS, the parties hereto want to enter into a written agreement to set forth the terms, conditions, compensation, duties, responsibilities and other matters relating to the Prosecutor providing said services to the City.

NOW, THEREFORE, it is agreed by and between the City and the Prosecutor that the City does hereby retain and designate the Prosecutor as the Osseo City Prosecutor, effective May 23, 2022, and the Prosecutor does hereby accept the position of Osseo City Prosecutor and agrees to perform the requirements of that position, all on the terms and conditions hereinafter set forth.

A. Services.

1. The Prosecutor hereby agrees to perform and furnish these legal services to the City:
 - a. Appearing at all required court hearings, including arraignments, pretrial and omnibus hearings, court trials, jury trials, sentencing hearings, probation violation hearings, and other appearances for non-felony cases;
 - b. Assembling all required case files and providing timely discovery to criminal defense attorneys and/or defendants;
 - c. Representing the City in appeals arising from non-felony prosecutions;
 - d. Charging non-felony cases;
 - e. Prosecuting forfeitures related to non-felony cases;
 - f. Responding to requests for expungements;
 - g. Handling plea negotiations;
 - h. Prosecuting all City ordinance violations;
 - i. Advising the City Council and staff on ordinance drafting, code enforcement, and related matters;

- j. Advising the City Council on new laws;
- k. Police training on a mutually-agreed upon basis with the Police Department, but at least annually;
- l. Consulting with and advising Police Department command staff, investigators, patrol officers, and administrative staff on all matters relating to non-felony prosecutions. This includes being available by telephone to consult with officers after business hours and on the weekends, as needed;
- m. Attending all necessary meetings with City and Police Department staff, including regarding Police Department procedures;
- n. Making reports, as requested, to the City Council regarding non-felony prosecutions;
- o. Preparation of a free legal update newsletter entitled "Minnesota Police Briefs."
- p. Speaking at City-related functions on criminal law-related topics; and
- q. Complete any other duties and responsibilities necessary to effectively prosecute the City's criminal, traffic, and ordinance violations.

B. Fees and Costs.

- 1. For all prosecution services, the City shall pay the Prosecutor a monthly flat fee of \$1,200 plus out-of-pocket expenses for the remainder of 2022. Beginning January 1, 2023, the City shall pay the Prosecutor a monthly flat fee of \$1,300 plus out-of-pocket expenses. This fee will increase by 3% each calendar year beginning in 2024.
- 2. In addition to the flat fee amount, there will be additional fees for hourly services for jury trials and appeals. The hourly fee is \$100 for the remainder of 2022. Beginning January 1, 2023, the hourly fee will be \$110, which rate is understood to be lower than the firm's normal hourly rates, but is in recognition of the flat fee for other services. This rate will increase by 3% each calendar year beginning in 2024. Fees for jury trials will not be assessed until a Judge is assigned to handle the jury trial and the prosecutor appears before that Judge for trial. Attorney time may be billed at that point for a trial and continuing to verdict or other disposition and any sentencing. The hourly charges will be due whether or not the trial occurs, or there is a settlement or continuance.
- 3. Monthly bills will identify and itemize any and all out-of-pocket expenses such as subpoena fees, photocopies, postage, and a proportional charge of the Hennepin County Information access charge.

C. Conflicts of Interest.

1. The Prosecutor will not represent any clients in legal actions involving Osseo or with interests adverse to those of Osseo, including any units of government having jurisdiction within or contiguous to Osseo. The Prosecutor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.
2. In the event that a conflict of interest arises in any particular case, the Prosecutor, with the consent of the City, agrees to refer those matters to outside counsel for prosecution at the City's expense.

D. Insurance and Indemnification.

1. Prosecutor agrees to maintain a valid policy of Professional Liability Insurance for the duration of this Agreement. The value of the policy shall not be less than the cap for municipal tort liability as established by Minnesota Statutes.
2. Prosecutor further agrees to defend, indemnify, and hold harmless the City, its agents and employees against all causes of actions against the City or any of its agents or employees that arise from or as a result of the Prosecutor's negligent actions or advice under the terms of this Agreement.

E. Term of Contract - Termination.

This Agreement may be terminated by the City at any time or by the Prosecutor upon sixty (60) days written notice. In either event, on the termination of this Agreement, all finished and unfinished documents and work papers prepared by the Prosecutor pursuant to this Agreement shall become the property of the City and the Prosecutor will be paid for services satisfactorily performed up to the date of termination.

F. Miscellaneous.

1. All services provided by the Prosecutor pursuant to this Agreement are provided by the Prosecutor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
2. Except as provided in Section C(2) of this Agreement relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.
3. Data provided to the Prosecutor under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

4. Nothing in this Agreement shall preclude the City from retaining legal counsel other than the Prosecutor in any legal matters including, but not limited to, litigation and other specialized areas of law.
5. The Prosecutor agrees not to discriminate in providing services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.
6. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
7. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
8. This Agreement, including any addenda or amendments subsequently signed by both parties, shall constitute the entire agreement between the City and the Prosecutor, and supersedes any other written or oral agreements between the City and the Prosecutor. This Agreement can only be modified in writing signed by both the City and the Prosecutor.

Executed this ____ day of _____, 20__.

**BERGLUND, BAUMGARTNER,
KIMBLE, AND GLASER**

CITY OF OSSEO

Paul D. Baertschi
Attorney at Law

Duane E. Poppe
Mayor

Katrina Jones
City Clerk



City of Osseo City Council Meeting Item

Agenda Item:	Statewide Public Works Mutual Aid Pact
Meeting Date:	May 23, 2022
Prepared by:	Nick Waldbillig, Public Works Director & Shane Mikkelsen, Police Chief
Attachments:	Mutual Aid Fact Sheet Statewide Public Works Mutual Aid Agreement Resolution

Policy Consideration:

Consider approving Statewide Public Works Mutual Aid Agreement.

Background:

The purpose of this agreement is to provide a process for local units of government to share public works personnel and equipment with participating agencies. There is no membership or fixed cost to participate in this public works mutual aid pact.

This agreement should not be interpreted as being limited to only use during catastrophic situations, rather may be leveraged for routine circumstances such as training efforts and maintenance operations for example. The decision when to request assistance or provide assistance is left entirely to the discretion of the requesting and or sending party. The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

If resources are requested, it should be expected that those costs would be invoiced however the agreement says that “charges may be levied”, so it is the decision of the sending party whether to invoice the receiving party. The agreement also speaks to responsibility and liability. Each party shall be responsible for its own personnel or damaged equipment for example. Responding personnel shall be deemed to be performing regular duties for each respective sending party for purposes of workers compensation.

Hennepin County Emergency Management (HCEM) has volunteered to serve as the administrative coordinator for this agreement among local units of government. This agreement will better position the city to coordinate and work with its partnering agencies through a formalized agreement.

Previous Action or Discussion:

City Administrator, Police Chief & Public Works Director have had several meetings to discuss these agreements. City Attorney has also reviewed the agreements.

Budget or Other Considerations:

This agreement will only affect the budget if the City of Osseo agrees to send requested resources and does not levy the requesting agency.

City Goals Met By This Action:

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

Options:

The City Council may choose to:

1. Approve Statewide Public Works Mutual Aid Pact
2. Approve Statewide Public Works Mutual Aid Pact with noted changes/as amended;
3. Deny Statewide Public Works Mutual Aid Pact
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1. Approve Statewide Public Works Mutual Aid Pact

Next Step:

Signatures on the Statewide Public Works Mutual Aid Pact .

Minnesota Statewide Public Works Mutual Aid Agreement Quick Facts

- There is no membership or other fixed cost to participate in this agreement.
- This is a Joint Powers Agreement that specifically allows a requesting party to select the resources that best meets the needs of a given situation.
- Only governmental units as defined by Minnesota Statutes, Section 471.59, subd. 1 are eligible to participate (cities, counties, towns, others).
- A requesting party may individually call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party.
- The Joint Powers Agreement should not be interpreted as being limited to only being able to request assistance to address major catastrophic situations. Instead, parties can request assistance for many reasons including routine circumstances such as training efforts, maintenance operations, and back-up support service.
- The decision when to request assistance or to provide assistance is left entirely to the discretion of the requesting or sending party.
- For liability reasons, management of a mutual aid situation is under the control of the requesting party.
- The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.
- Hennepin County Emergency Management (“HCEM”) has volunteered to serve as the administrative coordinator of the pact. They have the largest EM staff of any County EM Department in the State.
- There is no grace period for costs, so if mutual aid is requested the cost clock can start as soon as resources roll. That said, the agreement says that “charges may be levied”, so it is optional whether the sending party will bill for providing assistance. The reason that it is written this way is that traditionally local communities provided each other in-kind services without charge. However, in some situations a party may determine it is necessary to recover its costs due to the scope of the assistance provided. That said, any joint training effort is exempt from billing.
- Each Party shall be responsible for its own personnel and equipment and for injuries or death to its personnel or damage to its equipment. Responding personnel shall be deemed to be performing their regular duties for each respective sending party for purposes of workers’ compensation.

If you have any questions, please contact Mark Ray at mark.ray@crystalmn.gov

**STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT**

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PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement ("Agreement") is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government's workers' compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement ("Agreement") is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a "Party" and collectively, the "Parties").

I. GENERAL PURPOSE

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. "Eligible Party" means a "governmental unit" as defined by Minnesota Statutes, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. "Public Works Assistance" means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. "Requesting Official" means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. "Requesting Party" means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. "Sending Party" means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. "HCEM" means the Hennepin County Emergency Management or designee.

III. **PARTIES**

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. **PROCEDURE**

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. RESPONSIBILITY AND LIABILITY

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at its option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature page consistent with that Party's method of executing contracts.)

Entity: _____

Mailing Address:

Adopted on the ____ day of _____, _____.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Its: _____

RESOLUTION NO. 2022-xx

AUTHORIZING THE PUBLIC WORKS MUTUAL AID PACT

WHEREAS, this agreement provides a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota; and

WHEREAS, the City of Osseo desires to enter said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF OSSEO, HENNEPIN COUNTY, MINNESOTA authorizes the public works mutual aid pact and the City Administrator and Mayor are authorized to sign said agreement.

BE IT FURTHER RESOLVED that the Public Works Director and City Administrator are both designated as the "Requesting Official" and the "Sending Official" for the Public Works Joint Powers Mutual Aid Agreement.



City of Osseo City Council Meeting Item

Agenda Item: Approve Joint Powers Agreement for the Fencing Consortium

Meeting Date: May 23, 2022

Prepared by: Shane Mikkelsen, Chief of Police

Attachments: Resolution

Policy Consideration:

To enter into the Joint Powers Agreement for the Fencing Consortium.

Background:

In the spring of 2021, a significant number of public agency professionals (with police, fire, public works, and emergency management backgrounds) joined together to form a Fence Working Group to explore the identified challenges and develop a collective path forward. Based on the experience with civil unrest in Minneapolis and Brooklyn Center, the critical role that anti-scale fencing can serve for de-escalation and establishing a space for lawful protests became apparent. That said, it was also found that obtaining anti-scale fencing is a significant challenge due to a number of factors, as well as being very expensive. To respond to this identified need, a Fence Working Group was established.

The Fence Working Group's efforts have led to the formation of a Fencing Consortium. The Fencing Consortium is made up of local government agencies (members) that will; jointly contract with a fencing vendor for the availability, storage, maintenance, and transportation of anti-scale fencing (including vehicle gates and pedestrian doors). The Consortium will have, at a minimum, enough fencing for the largest police department building in the Consortium. However, the Consortium has the flexibility to increase the amount of fencing, gates, and doors as additional local governments join the Consortium.

The intent of the Fencing Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government building(s) in response to a critical incident. The goal of the anti-scale fencing is to de-escalate the potential tensions and try to reduce/eliminate the non-tangibles associated with civil unrest such as:

- 1) Provide physical separation between law enforcement and protestors
 - a. Promotes improved mental health environment for all (reduce PTSD)
 - b. Pre-plan and standardize perimeter layout
- 2) Reduce the need for crowd control measures to be used
 - a. Improved safety for all
 - b. Minimize potential impact on adjacent properties
 - c. Crowd control measures are seen as escalating

- d. Another tool for law enforcement facilitating peaceful protests
- 3) Create a space for protesting
 - a. Not seen as officers vs. protestors, but protestors just protesting (including optics)
 - b. Supports efforts to coordinate/communicate with specific protest groups and organizers ahead of time
 - c. Improved distinction between legal protestors and “violent and destructive actors” (I)
 - d. Officers in riot gear and with crowd control measures are more likely to be able to remain out of sight of legal protestors
- 4) Reduce resource demands committed to one location
 - a. Local law enforcement agencies are too small to handle large-scale civil disturbance
 - b. Potentially need fewer officers for security at the site
 - c. Free up more resources to continue to respond to calls for service in impacted community
 - d. Takes into consideration that protests may be protracted event

The purpose and structure of the Fence Consortium is to provide experienced leadership for fence deployment operations across multiple jurisdictions in a unified command structure and coordinate during the deployment of anti-scale fencing. This includes considering and planning for operational logistics and tactical planning associated with fence deployment. The Fence Consortium itself is a multi-agency, pre-planned, coordinated resource management system to continue efforts to minimize multiple local and state agencies from being over-extended.

Fence deployment team

One of the biggest costs and factors for the deployment of any fence is the labor, equipment, and scheduling of staffing to setup the fence. Because of this the Working Group determined that the best way to meet these challenges is to use the existing Statewide Public Works Mutual Aid Pact to provide the labor and equipment needed to deploy the fence. Just like police and fire use existing mutual aid agreements during civil unrest, public works would do the same. One key reason for this is that the JPA can leverage these other existing mutual aid agreements when it comes to labor considerations.

Each Consortium member would need to provide between 1 and 3 people who would be assigned to the Fence Deployment Team. This team would train 3 times a year (2 times in person) so that when the call to deploy the fence was made, everyone would be familiar with what needed to be done and it could be done as efficiently as possible. Each Consortium member would cover the costs, including if there was a deployment (likely overtime), of their staff on the Fence Deployment Team. Considerations will be made for really small public works departments (just a few members) or agencies with no public works staff.

State funding request

The Fence Consortium has requested \$5 million dollars from the State of Minnesota for the purchase of anti-scale fencing and associated vehicle gates and pedestrian doors. If obtained, the State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the on-going cost each Consortium member will pay for the storage, maintenance, and transportation of the anti-scale fence. This reduction in cost will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.

Prerequisites

Any agency participating in the Fence Consortium must be a member of the Statewide Public Works Mutual Aid Pact. Police and fire agency resources must be members of relevant mutual aid agreements.

Previous Action or Discussion:

Meetings with City Administrator Grams, Public Works Director Waldbillig and Police Chief Mikkelson. This agreement was reviewed by City Attorney Tietjen.

Budget or Other Considerations:

With current number of agencies involved and with out any state funding the cost for the City of Osseo would be \$4,994.00 per year. Joining this Fencing Consortium does not commit us to paying this amount as we can leave the consortium at any time.

City Goals Met By This Action:

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

Options:

The City Council may choose to:

1. Approve the Joint Powers Agreement via resolution for the Fence Consortium.
2. Approve the Joint Powers Agreement via resolution for the Fence Consortium with noted changes/as amended;
3. Deny the Joint Powers Agreement via resolution for the Fence Consortium
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1. Approve the Joint Powers Agreement for the Fence Consortium.

Next Step:

Enter into the JPA.

**RESOLUTION ADOPTING THE FENCING
CONSORTIUM JOINT POWERS AGREEMENT**

WHEREAS, the governmental units in the state have experienced an increase in incidences of civil unrest with violent and destructive actors who pose a threat to the public, public personnel, buildings, and critical infrastructure; and

WHEREAS, the First Amendment of the United States Constitution protects the freedom of speech, the press, and the right of the people peaceably to assemble, and to petition the government for a redress of grievances; and

WHEREAS, recent experience has shown that the use of anti-scale fencing has greatly de-escalated tension between law enforcement and protesters; and

WHEREAS, by de-escalating the tension, the anti-scale fencing helps to reduce the trauma on the community, improve the safety for all, minimize the impact on neighboring properties, and reduce the community resources that have to be committed to such events; and

WHEREAS, governmental units have recognized the need to have ready access to anti-scalable fencing as a tool for de-escalation and community safety while protecting against violent and destructive actors; and

WHEREAS, the best means for a governmental unit to access such fencing in a timely and cost-effective manner is to work cooperatively with other governmental units; and

WHEREAS, the Fencing Consortium Joint Powers Agreement (“Fencing JPA”), which is incorporated herein by reference, establishes a joint board to obtain and make available to members anti-scalable fencing in response to critical incidences, sets out the powers of the joint board, requires members to pay their share of the fencing costs and operational costs of the Fencing Consortium, requires members to provide staffing to assemble and disassemble the fencing as part of the Public Works Mutual Aid Pact, and otherwise provides for the operation of the Fencing Consortium as a joint powers entity; and

WHEREAS, the City of Osseo is a member of the Public Works Mutual Aid Pact and is otherwise eligible to adopt the Fencing JPA; and

WHEREAS, it is in the best interests of the community to become a member and participate in the Fencing Consortium.

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

1. The Fencing JPA is hereby approved and adopted.

2. The City Administrator is authorized and directed to make nominations and to cast votes on persons to be elected to the Fencing Consortium Board of Directors.
3. Staff are authorized and directed to do each of the following:
 - a. Submit a fully executed copy of this Resolution as directed in the Fencing JPA to indicate membership in the Fencing Consortium;
 - b. Designate a primary and secondary point of contact for the Fencing Consortium for administrative purposes.
 - c. Coordinate with the other Fencing Consortium members and the Board on the selection of staff from the public works department to serve on the fencing deployment team; and
 - d. To take such other actions as may be needed to carry out the intent of this Resolution and as may be required under the terms of the Fencing JPA.



City of Osseo City Council Meeting Item

Agenda Item: State Plan of Operation for the LESO Program

Meeting Date: May 23, 2022

Prepared by: Shane Mikkelsen, Chief of Police

Attachments: Contract

Policy Consideration:

To enter into an agreement with the State of Minnesota called a State Plan of Operation that handles the LESO program.

Background:

LESO program stands for Law Enforcement Support Office. This office and program were established by the congress to authorize the transfer of excess Department of Defense property to federal, state, and local law enforcement agencies. If we are approved, we may obtain this excess property if chosen to receive it. Most of the excess property is free and would have to be approved by council before we would be able to except the property.

This agreement has been reviewed by City Attorney Mary Tietjen.

Budget or Other Considerations:

This equipment will have little or no effect on the budget.

City Goals Met By This Action:

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

Options:

The City Council may choose to:

1. Approve the State Plan of Operation for the LESO program.
2. Deny the State Plan of Operation for the LESO program.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the State Plan of Operation for the LESO program

Next Step:

Get the appropriate signatures for the agreement and start using the LESO program.

State Plan of Operation (SPO) between:**Minnesota****and the***(State/United States Territory)***City of Osseo on behalf of the Osseo Police Department***Law Enforcement Agency (LEA)*

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLA I 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the State/LEA. The State/LEA shall also be responsible to reimburse the U.S. Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the State/LEA to unauthorized participants.

c) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a State/LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item(s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Jacob Beauregard / 651-201-7474 / Jacob.Beauregard@state.mn.us

State Point of Contact (SPOC): Cassie Calametti / 651-201-7446 / Cassie.Calametti@state.mn.us

State Point of Contact (SPOC): Brian Curtice / 651-201-7449 / Brian.Curtice@state.mn.us

ii) SC/SPOC Facility Information:

Physical Mailing Address: 445 Minnesota St, Suite 223, St. Paul, MN 55101

Email: MN.LESO@state.mn.us (Primary)

Phone Number: 651-201-7400

Website: <https://dps.mn.gov/divisions/hsem/>

Hours of Operation: M-F, 0800 – 1500

iii) Funding to administer the LESO Program at the State-level is provided via: the Minnesota Dept. of Public Safety, Division of Homeland Security and Emergency Management. The provided funding is used to support assistance to the LEAs with customer service to include; computer / telephone assistance, physical visits to the LEAs, and with acquiring access to the LESO Program.

5) PROPERTY ACCOUNTING SYSTEM The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain

property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

a) Conduct quarterly reconciliations of State property records.

b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

c) Ensure LEAs receive and account for property in the property accounting system within 30 days.

6) LESO WEBSITE The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:

1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as

suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

10) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO

approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

12) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period.

In the State of Minnesota, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31. The State shall:

a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.

b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.

c) Validate the annual physical inventory certifications submitted by LEAs.

d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.

e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .

- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
 - 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.

- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). Suspension-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. Termination-The removal of a State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. Restricted Status-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

- a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

- b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

- c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

- d) The State shall:

- i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

- ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended

LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part

41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: Minnesota

Full Name (Print): Jacob Beauregard

Signature (Sign): Jacob Beauregard Digitally signed by Jacob Beauregard
Date: 2021.05.11 09:34:30 -05'00' Date (MM/DD/YYYY): 05/11/2021

Chief Law Enforcement Official (CLEO) (or designee): _____

Title (Print): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Mayor (or designee): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____

City Clerk (or designee): _____

Full Name (Print): _____

Signature (Sign): _____ Date (MM/DD/YYYY): _____



Osseo City Council Work Session Item

Agenda Item:	Community Center Rental Policy Update
Meeting Date:	May 23, 2022
Prepared by:	Joe Amerman, Community Management Coordinator
Attachments:	Community Center Rental Policy Approved Caterer Application Agreement for Alcohol Beverage Catering Services Chisago Beer Permit

Policy Consideration:

Staff is requesting that the Council consider and discuss possible changes to the Osseo Community Center policy covering alcohol service and consumption.

Background:

Prompted by inquiries from a number of potential renters, staff recently began a review of the Community Center (CC) Rental policy, and the alcohol policy in particular. Questions about the possibility of having alcohol in the CC are common, but recently the city has seen a number of potential renters decide not to move forward with their rental when informed of some of the regulations governing alcohol consumption in the CC.

Though the CC rental policy was developed only in the last few years, a summary of the alcohol policy is helpful to keep in mind when discussing possible revisions, and so will be briefly described here.

The CC Rental Agreement (Section H. - Alcohol) states that alcoholic beverages are permitted so long as they are served by a licensed caterer listed as an 'Osseo Approved Caterer'. It further states that any event where alcohol is served to 50 or more attendees requires security provided by the Osseo Police Department, at a cost determined by the Osseo Fee Schedule.

The application to become an Osseo Approved Caterer consists of a cover letter introducing the business, and a signed 'Agreement for Alcoholic Beverage Catering Service' (Agreement). This agreement, in turn, requires that all signees show proof of an official MN Dept of Health Alcohol Caterers Permit and a Certified Food Managers License. It also says that the city will not allow any caterer who is not on the Approved Caterer list to serve alcohol. It's important to note here that hiring alcohol caterers is a popular option for renters in other cities because along with serving alcohol they take responsibility for cutting attendees off when necessary, and carry liability insurance.

There are a number of other provisions, requiring things like liability coverage for the city and similar protections, which are all very beneficial and should remain unchanged. This includes having a police officer present for gatherings of over 50 people. However, what staff has begun to suspect is that requiring alcohol-exclusive caterers to

also show proof of a food license may be preventing alcohol catering companies from being able to operate in the CC, and by extension driving away any potential renters who would require those caterers.

This has led staff to consider what steps might be taken to adjust the Community Center policy in order to make alcohol a more viable possibility for renters. After some conversation with an alcohol catering company, and a review of what neighboring communities use, there are three initial steps the Council could instruct staff to take:

Step A:

The state of Minnesota gives cities the authority to issue permits for alcohol consumption on city property. These permits can take the form of Special Event Permits, which Osseo has for larger functions, or something like Chisago's Beer Permit, which is attached. This permit is meant for smaller gatherings at city properties and provides the holder with a set period of time in which they can consume particular kinds of alcohol. There are several key requirements that the holder must first agree to. These include liability insurance, responsibility for the event, and a guarantee to clean up after. The final condition is that there are no alcohol sales, it's purely for consumption. This is a key component that differentiates these gatherings from larger for-profit events. If an event meets this requirement, the state of Minnesota does not consider the alcohol servers at these events to be 'caterers', they are merely providing a 'bartending service for a social event' and do not require a license. Osseo could adopt a similar position, create a permit (which could be adapted from the Chisago example to suit Osseo's needs), and allow CC renters to bring their own alcohol in for private consumption. Permit costs would be established by the Council. The staff's recommendation is that if this Step is preferred by the Council, such permits be limited to professional alcohol catering companies.

Step B:

Another option is for the city to simply make it easier for caterers which exclusively serve alcohol to become Osseo Approved Caterers. Essentially this could be accomplished by altering the current policy so that they're not required to show proof of a food license. This would require altering the Agreement, specifically altering Section 2.3 (G) but otherwise it is staff's understanding that no other changes would need to be made.

Step C:

Finally, the city could exempt alcohol-exclusive caterers from becoming Osseo Approved Caterers. The city would need to adjust the portion of the Agreement, Section 3.3, which states that the city will only allow Osseo Approved Caterers to serve alcohol.

These steps could be taken in combination, independently, or not at all, depending on the preference of the Council.

Options:

At this time staff is requesting that Council discuss and instruct staff to either:

1. Make no changes to the current Community Center policy;
2. Adopt a 'bartending services permit' or similar permit;
3. Alter the Community Center Policy to eliminate the requirement for alcohol-exclusive caterers to provide a food license;
4. Exempt alcohol-exclusive caterers from becoming Osseo Approved Caterers;
5. Pursue some combination of the steps outlined above.

Staff Recommendation:

Given the possible options, staff recommends that the Council vote to create a 'Bartending Services Permit', which would allow alcohol caterers to operate at Community Center events, with the requirements that they provide proof of liability insurance covering the City, are responsible for event clean-up, and conduct no sales.

CITY OF OSSEO

COMMUNITY CENTER RENTAL AGREEMENT



A. GENERAL PROVISIONS

1. The City has a Community Center (Community Rooms A and B) intended to serve the general public by providing a facility conducive to public business. Since public funds made these facilities possible, the public is encouraged to use these spaces under the guidelines set forth herein. (The Council Chambers and Fire and Police Department Meeting Rooms are generally not available for use for public gatherings and are made available only upon special consent of the City Administrator and/or the Fire/Police Chief.) The following guidelines are official City Policy designed to promote orderly and appropriate use of these public facilities.
2. Designated portions of the Community Center shall be generally available for use by area civic, charitable or non-profit organizations, and for public and private meetings. They may also be used, subject to availability, for private parties and exhibitions. They shall not be used for any activity not consistent with the general purpose of the building or these policies.
3. Individuals or organizations desiring to use the Community Center must complete an application and submit it to the City. The application shall be submitted at least two weeks prior to the reservation date. The request will be reviewed in light of these guidelines and the availability of the facilities. For organizations using the facilities regularly/on an ongoing basis during the year, the application shall be completed quarterly (for weekly or bi-weekly events) or annually (for monthly events).
4. The City representative in charge of reservations shall advise the applicant of the status of his or her request as soon as possible. Usage requests are not approved until the City representative has so advised the applicant and the applicant's fees and deposits are received.
5. The City Council may adopt special rules and regulations pertaining to the specific uses of the Community Center, and such rules and regulations shall be effective upon adoption. The Council shall also adopt a fee schedule for the rental of the Community Center. The general policies, rules and regulations, and the fee schedule shall be available to the public and a copy given to all rental applicants.
6. Any meeting coming within the purview of the Minnesota "Open Meeting Law" shall conform to all requirements of the Open Meeting Law.
7. The City shall not be liable for any loss, damage, injury, or illness incurred by any user of the facility.
8. The applicant consents to police entry into the facility and video monitoring of applicant's use of the facility at any time. No warrant or probable cause shall be required for police entry and search of the facility. The applicant waives any claim to have a reasonable expectation of privacy in applicant's use of the facility.

B. AVAILABILITY AND PRIORITY

1. The Community Center shall, in general, be available from 7:30 a.m. to 12:00 a.m. (midnight). Music and serving of food or beverages shall end at 10:00 pm and the building completely vacated by 12:00 a.m. (midnight).
 - a. Community Room A is reserved by the Senior Citizens Center and NOT available on Tuesdays and Thursdays from 11:30 a.m. to 5 p.m.
 - b. Individual room rentals are allowed during regular weekday business hours only; individual rooms are not available for rental on weekends.
 - c. On holidays and weekends, beginning at 11:30 am on Fridays and through 12:00 am (midnight) on Sundays, the entire Community Center (both rooms A & B) must be rented. It will not be possible to rent separate rooms because the Community Center partition will be retracted over the weekend.

2. The City Council, Economic Development Authority, City boards and commissions, or other organizations recognized by the City shall have priority in the use of the Community Center. Groups or organizations that receive permission for regularly scheduled meetings shall have second priority.
3. Routine use (weekly or bi-weekly) is allowed only with specific approval by the City Council or its designee.
4. Requests for use or rental of the Community Center will be handled on a first-come, first-served basis, subject to designated priorities.
5. For advance facility bookings, reservations may be accepted by City staff up to 12 months in advance. Advance bookings beyond 12 months will be approved by the City Council or its designee.
6. The City reserves the right to cancel any reserved meeting or event, without any cost to the City, if it becomes necessary in an emergency to schedule a special governmental-associated meeting or event.

C. APPLICATION PROCEDURES

1. Application forms may be obtained from the City offices during regular business hours, requested by mail, or are online.
2. Application forms shall be fully completed by the applicant and returned to the City at least two weeks prior to the requested date. Reservations shall not be complete until the City representative has informed the applicant of her or his status. The rental fee and deposits must accompany the signed application and rental agreement. The individual applying for the reservation shall be considered the applicant. **Proof of non-profit, tax-exempt status must be provided at application time.**
3. The applicant shall contact the City offices in advance to arrange for pick up an access key for entrance into the Community Center. **Please note: City Hall has limited Friday hours and closes at 11:30 a.m.**

D. AVAILABLE FACILITIES

1. Activity must be confined to the room(s) rented. The lobby area is not available for meeting use or for play
2. **EQUIPMENT AVAILABLE FOR USE IN THE OSSEO COMMUNITY CENTER** (Equipment may be room-specific; not all tables and chairs will be available if only one room is reserved)
 - a. 12 (48") round tables (each table seats a maximum of 6 people)
 - b. 8 (30"x72") rectangle tables for seating or serving (each table seats a maximum of 6 people)
 - c. 140 chairs
3. **Community Room A:** Typically contains 12 round tables with 4 chairs each. Standing Capacity 175.
4. **Community Room B:** Typically contains two rectangular tables with seating arranged in a "classroom" format. Standing Capacity 120.
5. **Kitchen** (for access to serving window and sink): The kitchen is **not** a licensed commercial kitchen nor can it be used as such. Preparation and storage of food within the kitchen is NOT permissible. Kitchen use is only available with rental which includes Community Room A.
6. **Patio:** Patio use is only available with rental which includes Community Room B.
7. **Boerboom Park & Bandshell:** These facilities are located across Central Avenue from the Community Center. They may be reserved under a separate policy.

E. CONDUCT

1. Activity must be confined to the room(s) rented. The lobby and hallway areas are not available for meeting use or for play.

2. Osseo Community Center and City Hall are smoke free facilities. Smoking is prohibited in all areas.
3. All beverages (alcohol or not) may be served and consumed in the Community Center rooms and outside patio areas only. No beverages are allowed in the Community Center hallway/lobby area or in neighboring Boerboom Park or in any other outside areas.
4. Do not open windows or prop open outside doors. The heating and air conditioning system will not work efficiently if outside air is allowed to enter the building.
5. No gambling of any kind shall be allowed except lawful "bingo" games sponsored by licensed local non-profit organizations.
6. No alcohol shall be allowed in the Community Center EXCEPT for an event that is through an Osseo Approved Caterer licensed to serve alcohol.
7. It is the responsibility of the applicant to clean up anything relating to their use of the community center, including dispensing of beverages or serving of food. The applicant must wipe down all tables, counters, and ledges and clean up the outdoor patio area, if used.
 - a. Applicant must provide own cleaning supplies.
 - b. At the City's discretion, if cleaning has not been properly completed the deposit fee will not be returned.
 - c. Upon completion of the event, the Community Center shall be cleaned as follows:
 - i. Any equipment, supplies, or special items brought by the applicant shall be removed.
 - ii. All paper, garbage, trash, debris, etc., shall be collected and disposed of properly. Garbage shall be bagged and removed from the premises.
 - iii. Coffee grounds shall be placed in the garbage, not in sinks.
 - iv. All items on the counter shall be returned to an orderly condition and all counter tops shall be cleaned. Sinks shall be rinsed and all spills shall be cleaned.
 - v. Tables and chairs shall be wiped off to remove all food and spills.
 - vi. Tables and chairs shall be returned to their proper location.
 - vii. All floors shall be swept and mopped where necessary. Carpets shall be vacuumed if necessary (there is a vacuum in the Community Room A closet). Applicant must provide own cleaning supplies.
 - viii. Exterior doors will be programmed to be unlocked during the meeting or event. Applicant should verify that these doors are locked at the end of the event and light switches turned off.
 - ix. Access keys shall be returned to the City offices the next business day or deposited in city drop boxes at the rear of City Hall.
 - x. Bathrooms must be cleared of paper debris from the counters and floors.
8. The hours of use designated on the application form shall be adhered to. Hours of use must include set-up and clean-up time.

F. DECORATIONS AND SIGNAGE

1. No open flame candles may be used.
2. No rice, birdseed, or confetti shall be used.
3. No decorations, banners, signs, etc., shall be attached to any walls. No tape or tacks shall be used.

G. FOOD AND CATERING

1. Food and beverages may be served. The applicant is responsible for obtaining any necessary food and beverage licenses. Whether or not food is served, the premises must be cleaned up pursuant to the Community Center policy.

2. The kitchen in Community Room A is not a licensed commercial kitchen and cannot be used as such. Preparation and storage of food within the kitchen is NOT allowed.
3. The applicant is responsible for furnishing all serving needs (plates, silverware, utensils, serving dishes, etc.) Applicant shall provide containers for leftovers.
4. All food, beverages, and serving needs must be removed immediately following an event.
5. All garbage must be removed from the premises and disposed of by applicant.
6. Red beverages are prohibited; this includes punches and red juices but excludes red wine and wine coolers served by an Osseo Approved Caterer.
7. All Caterers must be licensed by the state of Minnesota and must provide a copy of their current Catering license to the City at least two weeks prior to the event date. If an Approved Caterer is serving alcohol, all rules and regulations per the Agreement for Catering Service must be followed.

H. ALCOHOL

1. No alcoholic beverages shall be allowed in the Community Center EXCEPT for an event that is through an Osseo Approved Caterer licensed to serve alcohol.
2. Any event at which alcohol is served to 50 or more attendees requires hiring the Osseo Police Department to provide security at all times that alcohol is being served in the Community Center.
 - a. The Osseo Police Department must be contracted for a minimum of 3 hours; see current City of Osseo fee schedule for contract rates.
 - b. The applicant will cover all fees associated with the security measures.

I. LIABILITY

1. Neither the City of Osseo nor any of its employees or agents shall be liable in any manner for any claims, injuries, or damages of whatever nature incurred by any person using the Community Center due to the negligence or action of any party other than the City of Osseo, its employees, or agents.
2. The person signing the application is deemed to be the representative of the group or organization using the Community Center and shall be responsible for compliance with all rules and regulations pertaining to the use of the Center.

J. INSURANCE AND INDEMNIFICATION

1. The City reserves the right to require the renter of the Community Center to carry general liability insurance and name the City as an additional insured for any rental and for any reason. If insurance is required, the City will notify the renter in writing. Within two weeks after notification from the City, the renter must submit proof of insurance to the City. Failure to obtain the required insurance may result in the cancellation of the reservation.
3. On behalf of the below named organization, group, or individual, the undersigned does hereby request that the Osseo Community Center (facility) be reserved for its use for the dates and purpose as stated in the application. On behalf of the below named organization, group, or individual, I agree to all of the stated terms and conditions together with all other written rules and policies adopted by the City which govern the use of the Osseo Community Center.
4. The undersigned is familiar with the Community Center and that the facility is in good and clean condition, that it is safe to be used for the purposes set forth above, and that the undersigned will not allow any activity to be conducted during the time which it uses the facility which will or could lead to damage to personal property or personal injury to any person whatsoever.

5. The undersigned agrees that it shall be totally responsible for all loss or damage or claims made by any person or any party that concerns use of the facility during the time the undersigned is using the Community Center. The City shall not be responsible for any loss or damage or claims made by any person or party, it being understood that the sole and complete responsibility for use of the premises lies with the undersigned in case such claims are made. The undersigned, for himself or herself and on behalf of the organization or group the undersigned agrees to defend, indemnify and hold harmless the City, its officers, council members, employees, and agents from and against any and all claims, liabilities, damages, injuries, illness or other loss, including attorneys' fees, arising out of or related to the use of the facility by the undersigned or the organization or group the undersigned represents. If the undersigned does not defend, indemnify, and hold the City harmless pursuant to the provisions of this Agreement, then the City may institute an action against the undersigned and all persons using the premises for recovery of all expenses and costs incurred by the City due to the failure to defend, indemnify, and hold the City harmless pursuant to the provisions of this paragraph.
6. The undersigned further agrees that if the signature of the undersigned is for and on behalf of an organization or group, that the organization or group has expressly authorized the undersigned to make this agreement on behalf of the organization or group and that the organization or group shall be bound by the undersigned's signature. The City may request that the undersigned furnish a certified copy of the resolution of the organization or association authorizing the undersigned to apply for use of the Community Center if, in its discretion, it determines necessary. Alternatively, the City may require all members of the organization or association or all of its officers or directors or members as it shall determine to sign this Agreement or an addendum to this Agreement to further document this request and agreement to use the facility in the manner provided herein. If the organization or association requesting use of the facility is not incorporated, by signing this request and Agreement, the undersigned understands and agrees that all organization members or members of the group are or could be liable for use of the facility and that all members bear responsibility legally if the facility is not used properly and is not used in accordance with the terms of this request and agreement.
7. The undersigned understands and agrees that the use of the Community Center is subject to the payment of all fees and deposits as required by the City and that the undersigned will be responsible for the payment of all such fees and deposits as required when due.
8. The rental fee and all deposits, payable to the City of Osseo, shall accompany this application. The undersigned understands this application/request is subject to approval by the City. If the request is approved, this request shall become a binding agreement between the undersigned and the City of Osseo. If this request is not approved, all fees and deposits shall be refunded.

K. RESERVATIONS AND FEES

RENTAL FEES (ONE HALF DAY = UP TO 4 HOURS WEEKDAY/6 HOURS WEEKEND)	
Residents, Osseo Businesses, Osseo-Based Nonprofits*	\$30 per one half day for either Community Room A or B (weekdays only); \$90 per one half day for use of <u>both</u> Room A and Room B.
Non-Residents, Other Businesses, Other Nonprofits*	\$75 per one half day for Community Room A or B (weekdays only); \$200 per one half day for use of <u>both</u> Room A and Room B.
*Non-Profit Organizations	50% discount from either resident or non-resident rate, based on organization's physical address. *Legal proof of non-profit, tax-exempt status required.

1. **RENTAL FEE** The rental fee and all deposits must accompany the signed application (recurring events pay quarterly in advance). The rental fee and deposits will be returned if the room becomes unavailable and the reservation is cancelled by the City of Osseo. No physical use of the facility shall be allowed under any circumstances unless all fees and deposits have been paid in full.

2. **DAMAGE AND CLEANUP DEPOSIT** In addition to the rental fee, a damage and cleanup deposit of \$250 shall be required. This shall be refunded within three weeks after the event, subject to any deductions.
 - a. Examples of causes that would result in withholding return of damage deposit include: if any damage to the facility or contents is done, if items owned by the facility are broken or lost, if the facility is not left clean and tidy, if the fire alarm system is activated unnecessarily, if the facility is not vacated at the time indicated on the application, and/or if all tables and chairs are not returned to their proper locations.
 - b. If applicant's use of the facility results in any public employee being required to respond to the facility for any cause attributable to applicant's use of the facility, and if the City incurs overtime wage expense for that employee's response, then the cost of such overtime wage expense shall be deducted from the applicant's deposit.
 - c. The applicant shall be responsible for any and all expenses that exceed the deposit.
3. **SET UP FEE** If the applicant requests the City to set up tables and chairs for the meeting or event, a charge of \$50 per room will be required.
4. **ACCESS KEY** The charge for a lost access key is \$25.
5. **CLEANING** After use of the facility it shall be cleaned as provided by the general rules and regulations pertaining to the use and rental of the Community Center adopted by the City Council and attached in the CONDUCT section of this policy.
 - a. Applicant must provide own cleaning supplies.
 - b. If clean-up work is not satisfactorily completed, the City shall have the facility cleaned and the undersigned agrees to pay for the charges of this cleanup.
6. **SPECIAL CONSIDERATION FOR REDUCED FEES** The City Council may set special fees or vary or waive fees for special conditions or circumstances, where the applicant has performed a commensurate service to the City. To request reduced fees, contact City staff.
7. The person signing the application must be 18 years or older, is deemed to be the representative of the group or organization using the Community Center, and shall be responsible for compliance with all rules and regulations pertaining to the use of the Center.
8. There shall be no subletting or assignment of reservations.
 - a. A resident of Osseo cannot reserve the facility for non-residents.
9. Failure to conform to any policies or rules for use of the Community Center shall be cause for forfeiture of future use privileges, as well as forfeiture of any deposits.



APPLICATION FOR USE & RENTAL OF THE OSSEO COMMUNITY CENTER

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

Applicant/Contact Person: _____
Street Address _____
City, State, Zip _____
Phone # (Day and Evening) _____
Organization/Business if different from Applicant: _____
Mailing Address: _____

Room(s) Desired: Room A _____ Room B _____ Both _____

Use: ☐ Weekday ☐ Weekend Date(s) of: _____

Time of Use: From: _____ am/pm to: _____ am/pm

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

Purpose of Meeting/Event: _____

Number of Participants: _____

Fee charged or donations solicited from participants? Yes _____ No _____ If so, how much: _____

Will food or refreshments be served? Yes _____ No _____ What type: _____

Will alcohol be served? Yes _____ No _____ What type: _____

Caterer's Name: _____

Address: _____ Phone#: _____

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

Date: _____
Name of individual, organization, group, or Approved Caterer

Email: _____
Signature of applicant

This application approved/rejected by: Date _____ By _____

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

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

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

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

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



Applications sought for Approved Caterers

For the Osseo Community Center

I. Introduction

The City of Osseo seeks qualified firms interested in providing catering services for alcoholic beverages at the Osseo Community Center ("OCC").

II. Scope of Services

Respondents are sought to serve as a limited number of "Approved Caterers". Approved Caterers are eligible to provide alcoholic beverage service at the Osseo Community Center. Approved Caterers will make arrangements directly with OCC Users who desire to have alcohol served at the OCC. The City will provide OCC users with contact information for all Approved Caterers.

Although it is an optional service, respondents are encouraged to market their services and the OCC to potential users. The City desires to increase the number of events held at OCC. Marketing assistance from Approved Caterers will be appreciated.

The proposed scope of services is described in the attached DRAFT "Agreement for Catering Service" contract.

III. Instructions to Proposers

Applications must be in writing and should include a cover letter. Applications must be received by **12:00 noon on the preceding Monday** for consideration at a regularly-scheduled Osseo City Council meeting. Dates for 2021 meetings are available at <http://www.discoverosseo.com/>

All proposals and questions should be submitted electronically to: Community Management Coordinator, jamerman@ci.osseo.mn.us. (PDF format is preferred.) In order to ensure a fair selection process, firms submitting proposals should not contact other city staff or councilmembers regarding these proposals.

IV. Application content

- 1) Cover Letter (include name, address, phone, contact person, date)
- 2) Signed AGREEMENT FOR ALCOHOLIC BEVERAGE CATERING SERVICE
- 3) OPTIONAL: Pricelist of items and services that may be offered to OCC Clients

V. Application evaluation

Applications will be evaluated on the following factors:

- Proximity to the City of Osseo, with preference given to respondents located within or near Osseo;
- Familiarity with the City of Osseo and the OCC;
- Demonstrated ability to perform the desired services;
- Respondents' ability to bring additional users to the OCC; and
- Other factors as determined by the City Council.

VI. Agreement terms

The City proposes an agreement for catering services in the attached document (Attachment A). However, applicants may suggest changes to this agreement as part of their proposal.

VII. Other information

The City intends to come to an agreement with 2 to 5 "Approved Caterers" to provide services at the OCC.

The Osseo Community Center Policy governs rental and use of the OCC (attached). Approved Caterers will be responsible for familiarizing themselves and their employees with the OCC Policy and its requirements.

City of Osseo, Minnesota

AGREEMENT FOR ALCOHOLIC BEVERAGE CATERING SERVICE

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the **CITY OF OSSEO**, a municipal corporation (hereinafter referred to as “City”) and _____ (hereinafter referred to as “CATERER”).

RECITALS

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

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

SECTION 1 REPRESENTATIONS

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

SECTION 2 CATERER DUTIES AND RESPONSIBILITIES

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

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

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

SECTION 3

CITY DUTIES AND RESPONSIBILITIES

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

SECTION 4
PAYMENT

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

SECTION 5
STATUS OF CATERER

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

SECTION 6
INTEREST OF CATERER

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

SECTION 7
NON-ASSIGNABILITY

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

SECTION 8
INSURANCE AND LICENSES

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

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

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

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

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

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

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

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

SECTION 9 INDEMNITY

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

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

SECTION 10 TERM

1. This Agreement shall commence on _____, 2021, and remain in force until December 31, 2022, unless terminated earlier by either party. The parties may mutually agree to renew the Agreement. If the agreement is not renewed, CATERER shall remain responsible for providing services to the rentals booked for which it had committed before contract termination. Either party may terminate this agreement by providing the other party with a 30- day written notification.
2. The City may, based on its sole and absolute discretion terminate this Agreement without 30 days written notice to CATERER if there are service, performance, health, or safety issues that are impeding the success of reserved events, including, but not limited to, lack of a license and bonding by the State of Minnesota or lack of required insurance coverage.

SECTION 12 MISCELLANEOUS

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

If to the City:	CITY OF OSSEO
	ATTN CITY ADMINISTRATOR
	415 CENTRAL AVENUE
	OSSEO MN 55369

If to CATERER:

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

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

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

CATERER

By: _____
(Signature)

Its: _____

Date: _____

CITY OF OSSEO

By: _____
Duane Poppe, Mayor

By: _____
LeAnn Larson, City Clerk

Date: _____



Beer Permit

The City of Chisago City does hereby grant permission to:

Name: _____
Address: _____
Phone: _____

Date: _____
Time: _____ From: _____ (to): _____

Permit expires on above date at 9 p.m. or dusk, whichever comes first.

- The bearer of this permit must have this original, certified permit on site, for the date above.
- The bearer of this permit must present this permit upon request of any law enforcement officer.
- It is the bearer's responsibility to clean up all trash, cans, etc. made by the rental of the pavilion.
- This permit is for personal consumption only.
- There will be no sale of any alcohol. This permit is valid for the consumption of canned beer only. Glass bottles, keg beer, or hard liquor are NOT allowed on the premises of any Chisago City park.
- All canned beer must, at all times, be located under the pavilion/gazebo. There is no canned beer to be brought into other areas of the park or the parking lot.
- The bearer of this permit agrees to accept all responsibility for this consumption, which includes the regulations governed by the State of Minnesota.
- The bearer of this permit accepts all responsibility for policing and accountability of permit regulations and restrictions thereof, for the group that has assembled at the pavilion. This includes, but is not limited to the above and all regulations restricting the consumption of alcohol by minors.
- The bearer of this permit agrees to accept all responsibility for any violations of the law.
- The bearer of this permit will be issued a city ordinance violation citation for any violations of this permit by the permit holder or any person affiliated.
- **Permit holder must provide Certificate of Liability Insurance for their rental date.**

By signing below I understand and agree to all of the above.

Signature of Bearer: _____

Signature of City Official: _____

Date: _____

Copy of beer permit to the Lakes Area Police Department _____ (check if yes)

Fee: \$25.00

Cash _____ Check _____

Paid: \$ _____

Receipt # _____



City of Osseo City Council Meeting Item

Agenda Item: Liquor and Tobacco License Renewals

Meeting Date: May 23, 2022

Prepared by: Katrina Jones, City Clerk

Attachments: None

Policy Consideration:

Liquor and tobacco licenses are renewed annually (the license period is from July 1, 2022, to June 30, 2023).

Background:

Listed below are the renewal license applicants for liquor, beer, wine, and tobacco products. All applicants have submitted all required documents to be considered for license approval, plus paid the fees for all licenses. Background investigations have been completed.

ON SALE LIQUOR LICENSE

Dick's Bar, 205 Central Ave	\$6,000
Duffy's Bar & Grill, 337 Central Ave	\$6,000
Lynde's Restaurant, 209 Co Rd 81	\$6,000

SUNDAY LIQUOR LICENSE

American Legion, 260 4 th Ave SE	\$200
Dick's Bar, 205 Central Ave	\$200
Duffy's Bar & Grill, 337 Central Ave	\$200
Lynde's Restaurant, 209 Co Rd 81	\$200

CLUB LIQUOR LICENSE

American Legion, 260 4 th Ave SE	\$650
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OFF SALE LIQUOR LICENSE

Dick's Bar, 205 Central Ave	\$240
Top Ten Liquors, 316 Co Rd 81	\$240
ZR's Mainstreet Liquor, 341 Central Ave	\$240

BEER LICENSE

Olympia Café & Gyros, 247 Central Ave	\$300
Red's Savoy Pizza, 225 Central Ave	\$300
Yellow Tree Theatre, 320 5 th Ave SE	\$300

WINE LICENSE

Olympia Café & Gyros, 247 Central Ave	\$650
Red's Savoy Pizza, 225 Central Ave	\$650
Yellow Tree Theatre, 320 5 th Ave SE	\$650

TOBACCO LICENSE

Dean's Supermarket, 312 Central Ave	\$250
Holiday Station, 124 Central Ave	\$250
Top Ten Liquors, 316 Co Rd 81	\$250
ZR's Mainstreet Liquor, 341 Central Ave	\$250
Sipe Bros, 408 3 rd St SE	\$250

Budget or Other Considerations:

2022-2023 liquor license fees total \$23,020; tobacco license fees total \$1,250. The grand total for both license types is \$24,270. These fees include an increase for the license fee for American Legion due to the update to the fee schedule, based upon number of members, from \$500 to \$650.

City Goals Met By This Action:

Ensure City's continued financial stability.

Options:

The City Council may choose to:

1. Approve all liquor and tobacco license renewals as presented for July 1, 2022, to June 30, 2023;
2. Deny approval;
3. Table action for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve all liquor and tobacco license renewals as presented for July 1, 2022, to June 30, 2023.



City of Osseo City Council Meeting Item

Agenda Item: Approve Agreement with Heinen's Motorsports for Osseo Trolley Program

Meeting Date: May 23, 2022

Prepared by: Riley Grams, City Administrator

Attachments: Draft Agreement with Heinen's Motorsports

Policy Consideration:

Consider approving the draft agreement with Heinen's Motorsports for the Osseo Trolley Program.

Background:

The beloved Osseo Trolley has seen some better days and the cost of maintaining the old golf cart is becoming costly for the City. I reached out to Paul Heinen of Heinen's Motorsports to see if they would consider allowing the City to use one of their newer golf carts for the Osseo Trolley service. Mr. Heinen provided the City a new golf cart for the program, and City Attorney Mary Tietjen suggested that we enter into a simple agreement with Heinen's for use of the golf cart. Attached is the draft agreement written by Attorney Tietjen and agreed upon by Paul Heinen. The agreement outlines the use and condition of the equipment, responsibility for damages, as well as the general maintenance and upkeep of the golf cart.

Options:

The City Council may choose to:

1. Approve the agreement with Heinen's Motorsports for the Osseo Trolley Program;
2. Approve the agreement with Heinen's Motorsports for the Osseo Trolley Program, with noted changes/as amended;
3. Deny approval of the agreement;
4. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the agreement with Heinen's Motorsports for the Osseo Trolley Program.

Next Step:

If approved, Staff will finalize and execute the agreement.

EQUIPMENT USE AGREEMENT

This Agreement is entered into as of _____, 2022, by and between the city of Osseo, Minnesota, a Minnesota municipal corporation (“City”), and Heinen’s, corporation under the laws of the state of Minnesota (“Heinen’s”).

RECITALS

WHEREAS, the City provides a ride-by-appointment service to members of the community by using a golf cart to pick-up and drop-off residents to and from a requested location (“Trolley Service”); and

WHEREAS, Heinen’s wishes to support the program by allowing the City to use one Heinen’s-owned golf cart or similar transportation equipment vehicle for the Trolley Service (“Equipment”); and

WHEREAS, the parties desire to enter into an agreement to establish the procedures for the use of the Equipment by the City to provide the Trolley Service.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Use of the Equipment.
 - a. Heinen’s agrees to allow City to use the Equipment for the purpose of operating the Trolley Service.
 - b. The City agrees to abide by all the terms and conditions of use described in this Agreement. The City further agrees that the lending of the Equipment is for the City’s sole benefit.
 - c. The City agrees not to use the Equipment for any purpose that is contrary to the designed purpose of the equipment defined by the owner’s manual for the equipment and the City also agrees to use the Equipment in a careful and proper manner.
 - d. Heinen’s will provide the City with the owner’s manual for the Equipment.
2. Term. The term of this Agreement is May 1, 2022, until September 30, 2026. Upon mutual agreement of the parties, this Agreement may be extended for additional one-year periods.
3. Delivery/Pickup.
 - a. During the term of this Agreement, Heinen’s will provide the City with the Equipment from May 1 until September 31 of any year during the term of this Agreement.
 - b. The City is responsible for picking up and returning the Equipment each year.
 - c. The City will contact Heinen’s at least 5 days in advance of each pickup and delivery to confirm pickup and delivery times.
4. Condition of Equipment. Heinen’s will ensure that the Equipment is serviced consistent with recognized industry standards prior to the City’s pickup.

5. Contacts. Each party agrees to appoint a person or persons to act as a liaison to serve as its contact person with respect to the Equipment. Contacts by party are listed below:

City
City Administrator
City of Osseo
415 Central Avenue
Osseo, MN 55369

Heinen's
Heinen's Motorsports
Paul Heinen
21 1st Street NW
Osseo, MN 55369
763-425-2178

6. Responsibility for Damage. The City will be responsible for the cost of repairing any damage caused to the Equipment incurred during the time that it uses the Equipment that is not considered to be normal wear and tear.
7. Repair and Maintenance of Equipment.
- The City is responsible for general maintenance of the Equipment during City use.
 - General maintenance includes all standard, operational maintenance and upkeep of the vehicle while in use during City functions. This includes, but is not limited to, cleaning and keeping the Equipment in good working order.
 - Heinen's is responsible for repair of any engine, mechanical, or electric system issues outside of general maintenance of the Equipment, that are not caused by the City.
 - The City will be responsible for inspecting the Equipment upon receipt from Heinen's each year, and Heinen's will be responsible for inspecting the Equipment once it is returned by the City at the end of the Trolley Service season.
8. Termination. This Agreement may be terminated by either party with 14 days' written notice to the other party.
9. Indemnification. Each party will be responsible for its own acts and those of its employees and officers under this Agreement. Except as otherwise provided in this paragraph, the City will indemnify, defend, and hold harmless Heinen's and its agents, officers, employees, officials, and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including reasonable attorneys' fees), or damages arising out of or related to the use of the Equipment by the City, except for any claims, causes of action, injuries, losses, liabilities, or damages proximately caused by the sole negligence, or willful misconduct of Heinen's.

Except as otherwise provided in this paragraph, Heinen's will indemnify, defend, and hold harmless the City and its agents, officers, employees, officials, and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, costs (including reasonable attorneys' fees), or damages arising out of or related to the use of the Equipment by Heinen's, except for any claims, causes of action, injuries,

losses, liabilities, or damages proximately caused by the sole negligence, or willful misconduct of the City.

10. Compliance with Law. The parties shall comply with all laws, state or federal, and all ordinances, rules, and regulations.
11. Governing Law. The laws of the state of Minnesota shall govern this Agreement. In the event that any legal action is commenced regarding this Agreement, venue shall be in Hennepin, Minnesota.
12. Entire Agreement. This Agreement comprises the entire and integrated agreement of the parties concerning the use of the Equipment and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement shall be effective only if in writing and signed by both parties.
13. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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

CITY OF OSSEO

By: _____

Duane Poppe

Its: Mayor

By: _____

Katrina Jones

Its: City Clerk

HEINEN'S

By: _____

Its:



City of Osseo City Council Meeting Item

Agenda Item: Approve Agreement with Abdo for Project Management Services

Meeting Date: May 23, 2022

Prepared by: Riley Grams, City Administrator

Attachments: Project Management Proposal from Abdo

Policy Consideration:

Consider approving the attached proposal for project management services from Abdo in support of City Staff and the Tyler Tech software implementation project.

Background:

City Staff has been busy working with the Tyler Tech team to fully realize and implement the City's new software package from Tyler Technologies. This process has been very time consuming and, at times, difficult to accomplish. One of the major red flags the City and Tyler Tech identified when we began this process was that the small staff we have here in Osseo. Most cities who undergo these large scale software overhaul projects have multiple staff from each Department working hand-in-hand with the software reps to develop and ultimately go live with the software packages.

However, here in Osseo, we have so few staff that it has become very time consuming to keep this project moving forward. Really, it's fallen on our City Accountant, who handles the vast majority of finance duties for the City. As the City Administrator I have participated as much as I can while not neglecting my other short term and long term duties for the City. Other staff have also participated in the project when their Department is affected by the system as well. But the small staffing numbers were identified as a potential risk by Tyler Tech when we began working towards overhauling our full software package.

To help the immense workload and ease some stress with our Staff, we looked to some outside sources as potential help in the project management of this system overhaul. The City has a long and good working relationship with Abdo (formerly AEM) on a number of finance related issues and projects. We learned that Abdo has staff that has specific expertise with Tyler Technologies and their software systems, and can assist our staff with continuing the overall project and provide backup options should one of our staff members need time off for any reason. Our staff believes that this project management proposal is a critical and key factor for a successful implementation.

A software implementation is a significant effort and investment for the City, and having the right resources available to our Staff is critical to the success of this project. The Abdo project manager will provide leadership for the team, monitor decisions and the resolution of issues, manage the scope of various changes and updates, provide accurate and complete communication across the project, and will help ensure the project stays on track and on budget.

The cost for the project management proposal will be paid out of the City's utility funds (water and sewer) which is where the entire cost of the Tyler Tech project is being paid out of. As a reminder, the City factored in the initial estimate of the Tyler Tech project into the 2020 utility bond. To date, the City has spent \$92,498.50 out of the \$125,000 budgeted thus far. If the cost of the project runs over the early initial estimate, the cost will still come from the utility fund and be factored into future utility rate reviews.

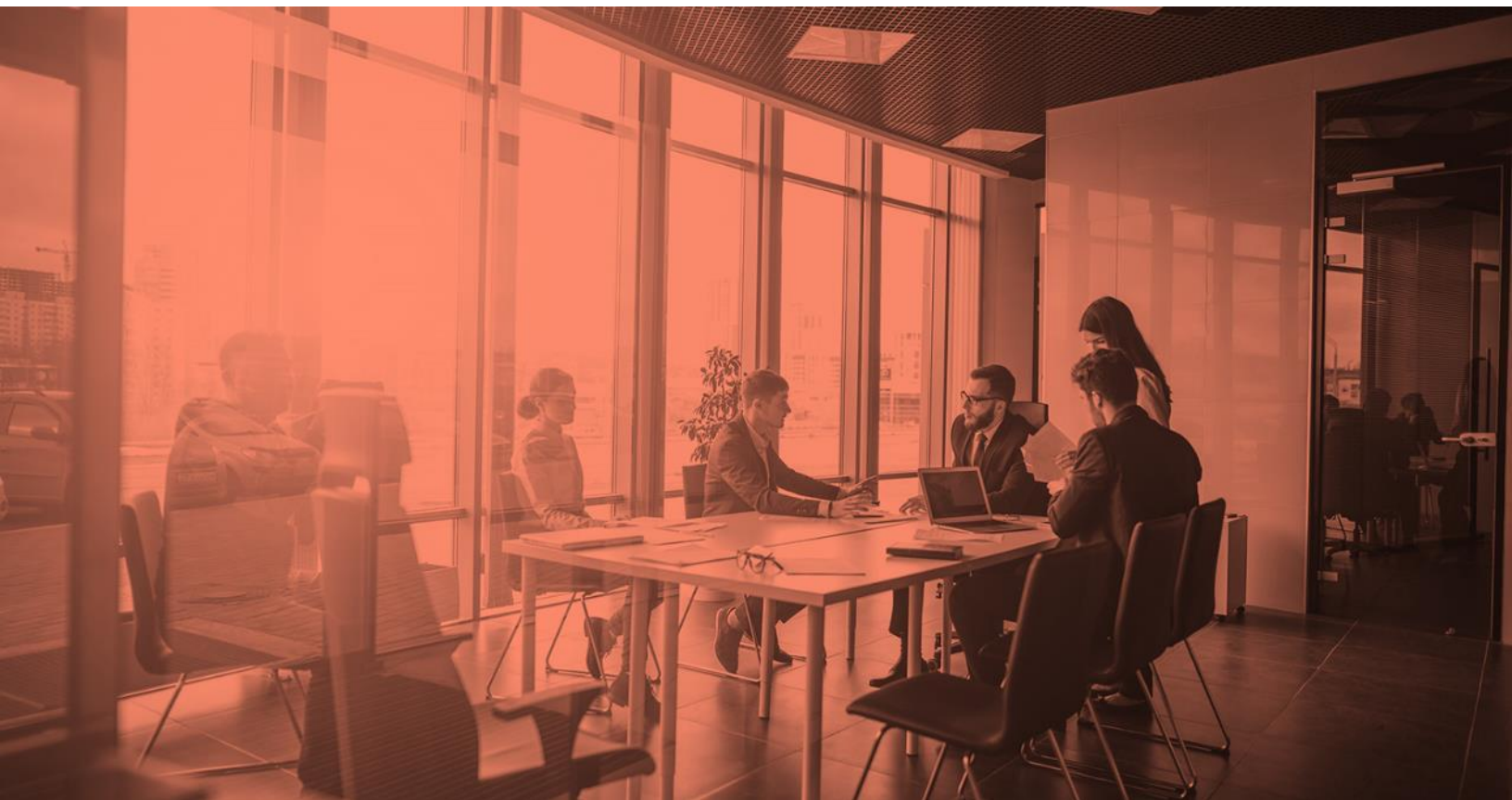
Options:

The City Council may choose to:

1. Approve the proposal for project management services from Abdo for the Tyler Tech project;
2. Deny approval of the attached proposal;
3. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the City Council choose option 1) Approve the proposal for project management services from Abdo for the Tyler Tech project.



Proposal for Project Management Services for City of Osseo

415 Central Avenue
Osseo, Minnesota 55369

Proposed By:

Victoria Holthaus, CPA
Partner | Abdo
victoria.holthaus@abdofs.com
Direct Line 952.715.3069

Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727
F 507.388.91399

Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090
F 952.835.3261



City of Osseo
Riley Grams, City Administrator
415 Central Avenue
Osseo, Minnesota 55369

May 9, 2022

Dear Riley,

Thank you for the opportunity to submit this proposal to the City of Osseo (the City) for Project Management with your upcoming Tyler Technologies implementation. This client Project Manager role is a critical and key factor for a successful implementation, and we are pleased to be considered for this important role.

We work hard for those who matter most - clients, employees, family, and community - and celebrate their successes as our own. Our success has been driven by a philosophy of going beyond the numbers for our clients and is represented through our commitment to people, knowledge, process, and you. Our process is centered on meeting your needs, exceeding your expectations, and incorporating technology to deliver unparalleled solutions. This includes delivering prompt and effective service of the highest quality, allowing us an opportunity to be an integral part of your team.

Our proposal is based on our understanding of the project scope and needs of the City as identified through conversations with you and your team. This proposal outlines the scope of services we believe will be essential to a successful implementation and represents our commitment to be a great service provider and partner for the City of Osseo throughout this process.

We look forward to discussing our proposal with you, and appreciate this opportunity to present our Firm for your consideration.

Sincerely,

Abdo

A handwritten signature in black ink that reads "Victoria Holthaus".

Victoria Holthaus, CPA
Partner | Abdo

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Executive Summary

OVERVIEW

The City of Osseo will be implementing Tyler Technologies and has expressed interest in contracting with Abdo Financial Solutions to fill the important client Project Manager role. A software implementation is a significant effort and investment for any organization, and having the right resources involved and key roles in place from the start is critical to a successful implementation. One of those key roles – is the client assigned Project Manager. Project management is an essential function – for overall project management and direction from the software vendor, as well as client project management. The client assigned Project Manager will provide project leadership for the team, monitor decisions and the resolution of issues, manage scope changes, provide accurate and complete communication across the organization, and will help ensure the project stays on track and on budget. Additional key success factors, assumptions, roles and responsibilities are included within this proposal.

OUR TEAM & APPROACH

Abdo uses methods centered around technology and experience to deliver unparalleled solutions, focusing on relevant and customizable methodologies based on your needs. The Project Management function works with client, team, software vendor and technology to take current processes to the next level of performance, and to see beyond “current state” to continually support the client in working towards “ideal future state” and maximum potential. Our success in project management is driven by utilizing staff experienced in software implementations and project management, along with a focus on operational efficiency and effectiveness. Our Project Management team members bring strong organizational and communication skills to your team with keen attention to detail while also focusing on the team members and their needs throughout the project.

OVERALL RESPONSIBILITIES

This client assigned Project Manager role serves as a single point of contact for the Tyler Technologies implementation project and the Abdo implementation team’s primary contact. This role will provide internal project leadership for the City of Osseo’s team and create an environment of collaboration - listening to client needs, concerns and challenges, identifying resources and actions needed, and creating an environment and expectation of accountability across the entire team. A description of key responsibilities overall, and by project phase is included herein.

Scope of Services

The Project Manager role for the City of Osseo will include both overall responsibilities applicable throughout the project, as well as key responsibilities during the various phases.

OVERALL RESPONSIBILITIES THROUGHOUT PROJECT

- ✓ Provide internal coordination and communication with City leadership
- ✓ Set and communicate clear expectations on accountability, and provide follow up and escalation as needed to the project champion to ensure City of Osseo team members are completing assignments in accordance with the project schedule
- ✓ Monitor project plan and issues list created and maintained by Intacct team to ensure tasks are completed and timelines are met by all City of Osseo team members
- ✓ Risk management – identify and raise any issues for executive support as well as the Tyler Technologies implementation team
- ✓ Change management – lead staff through the project utilizing key change management techniques ensuring full transparency, communication, and assisting staff in envisioning benefits and future state
- ✓ Work with City of Osseo administrative staff for scheduling and onsite meeting coordination
- ✓ Ensure alignment with client's mission, values, and vision
- ✓ Manage scope changes
- ✓ Ensure an efficient exchange of information and timely decisions between the City of Osseo and Tyler Technologies implementation team
- ✓ Lead team building and celebrations for completion of project milestones and successes
- ✓ Provide continuity and connection across the City of Osseo team

PROJECT PLANNING, INDEPENDENT LEARNING, AND DEFINE PHASE

- ✓ Participate in onsite high level project kickoff
- ✓ Lead internal City of Osseo project team kickoff meeting
- ✓ Participate in project planning
- ✓ Review all project documentation and plans in an oversight capacity
- ✓ Virtual meetings will be held

DEFINE PHASE

- ✓ Monitor project plan and deliverables, and ensure deliverables are submitted in accordance with project schedule
- ✓ Team building, change management, and planning with City of Osseo team
- ✓ Virtual meeting planned

BUILD PHASE (TYLER TECHNOLOGIES IMPLEMENTATION TEAM CONFIGURES SYSTEM)

- ✓ Monitor independent/self-training attendance (self-study training completed before live training)
- ✓ Assist City of Osseo project lead at high-level in troubleshooting user issues
- ✓ Lead the City of Osseo team in completing the user acceptance testing plan
- ✓ Virtual meeting planned

MODEL PHASE (TRAINING & USER TESTING)

- ✓ Participate in weekly project status meetings with City of Osseo and Tyler Technologies implementation project team
- ✓ Lead internal project team meetings with City of Osseo staff - 1 meeting every week
- ✓ Provide biweekly management/stakeholder project status updates via email or meeting according to client preference
- ✓ Assist City of Osseo project lead at high-level troubleshooting user issues
- ✓ Monitor self-led user acceptance testing
- ✓ Attend user acceptance testing sessions scheduled with Tyler Technologies implementation team
- ✓ Participate in final system readiness assessment for Go-Live
- ✓ Virtual meetings planned

Project Timeline

DEPLOY PHASE (FIRST TWO WEEKS AFTER GO-LIVE)

- ✓ Facilitate daily 30-minute internal check in meetings with City of Osseo staff
- ✓ Serve as key point of contact for questions and issues, and address directly and/or provide to Tyler Technology implementation team
- ✓ Track and monitor post Go-Live issues and ensure resolution
- ✓ Virtual meetings planned

PROJECT CLOSE

- ✓ Participate in final project assessment and close meeting

PROJECT TIMELINE

The project timeline is to be determined in coordination with the City and Tyler Technologies. The anticipated timeline is 60 days from start to completion, utilizing staggered Go-Live dates throughout. If implementation extends beyond 60 days from the start date, the project scope will expand, and a change order will be presented for additional time required.

Assumptions & Key Success Factors

ASSUMPTIONS

- The City of Osseo provides an administrative resource to assist with scheduling and onsite meeting coordination
- The City of Osseo provides a project lead; the project lead will serve as the super user of the system and is the primary individual responsible during the implementation
- Project management work to be completed remotely

KEY SUCCESS FACTORS

- ✓ Client and client staff will commit the time needed for the various tasks (self-learning, live supported learning, self-testing, live supported testing, meetings, communications, information/data/example gathering, and preparation as identified)
- ✓ Client will have the right resources identified from the start of the project
- ✓ Client resources will have the time needed to complete tasks
- ✓ Client resources will be fully open to learning and to hands-on practice with the new environment
- ✓ Client staff are committed to the success of this project
- ✓ Client has little to no staff turnover during the project. Staff turnover will likely require additional time and cost due to additional training required and the potential of missed deadlines
- ✓ Project team is committed to meet target completion dates provided by the software vendor and the Project Manager
- ✓ Project team will devote uninterrupted time to the project
- ✓ Client will make all management decisions, perform all management functions, and will provide an individual responsible to review and accept our work
- ✓ Client will be responsible for the review and approval of all vendor invoices

Recommended Value Added Services

ADDITIONAL VALUE-ADDED SERVICES

There are several value-added services Abdo provides that are not currently included in scope, but that we believe would be complementary and beneficial to the software implementation project.

- Staff Augmentation – an interim service provider may offer support for day-to-day accounting functions to free your staff up to focus on implementation tasks. Should you determine there will be a gap in resources during implementation, our team may be able to temporary relief for accounting functions.
- Technical Assistance – from time-to-time, technical assistance may be needed to dive into accounting issues that may present during your implementation. Should your software's implementation or your staff need assistance resolving these technical challenges, our team of experts may assist with a defined scope and outcomes.
- GAP Analysis – conduct focused analyses of gaps between current state and ideal future state, and work with you, your staff, and additional resources to develop a strategic plan to close the gaps.
- Documentation of processes and standard operating procedures. Key processes may change during an implementation and it's important to have key processes documented and agreed upon by all involved to ensure consistency and continuity.
- ProEval – our proven process evaluation approach takes process documentation to the next level - adding analysis and recommendations for an enhanced level of organizational efficiency and internal control. During this analysis, we will work with process owners to identify value-add processes, while also recognizing non-value add steps (waste), and work with you to reduce or eliminate the waste.

Please contact us for further information on these services.

Value

We strive to deliver services that will provide City of Osseo with experienced professionals and valuable insights. When you put your trust and investment in our services, we're confident that the City will achieve financial success.

We will be a trusted advisor for you and encourage you to call us with questions, for advice, or just update us on what is happening in your City. When our communications identify additional service needs, we will provide you with an estimate of services, and we are able to tailor our billing policies to the desires of our clients.

Our fees range from \$150 to \$475 per hour based upon the experience level of the individuals to be assigned to perform your work. The fees on this page provide a good faith estimate based upon the number of hours expected given past experiences. Standard hourly billing rates provided are in effect as of the date of this proposal. Standard rates are periodically evaluated and may be subject to change within the course of an engagement.

This is a fixed fee engagement estimate based on the scope and timeline of this engagement. If the scope and/or timeline change from what is specified within, we will provide an additional estimate of hours and fees.

Description	Fee
Internal Project Management for City of Osseo:	\$25,000

Fee estimates do not include travel expenses, these will be billed separately and are not included within scope.

Travel time will be invoiced at ½ the hourly rate and mileage will be invoiced at the standard IRS rate.

ADDITIONAL VALUE-ADDED SERVICES

The City has requested Process Documentation. These services are not included in the Scope of Work for Project Management and will be billed on an hourly basis.

<u>Service Period</u>	<u>Rate per Hour</u>
May 15, 2022 – August 30, 2022	\$150 - \$475

Technology

We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive, and everyone's data more secure. The use of technology in our services enables us to streamline our processes and helps to automate certain functions of our work, so we can spend more time analyzing results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your City may use, our team will continue to work through normal procedures, including regular meetings with you during the project to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your City's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We also continually provide security awareness training to our staff members to ensure they are good digital stewards of your data.

IT ALSO MEANS:

- » All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.
- » All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.
- » All data is backed up continually, which means we always have an extra copy for safe-keeping.
- » All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.



Your Abdo Team

Based on our ability to provide consulting and advisory services, our shared core values, and our history of working with similar businesses, we firmly believe we would be a great fit for your City and have carefully selected the below team members to enhance and guide your team on the ERP implementation.



Victoria Holthaus, CPA

Partners

victoria.holthaus@abdofs.com
Direct Line 952.715.3069



Brenda Crosby

Operations Manager

brenda.crosby@abdofs.com
Direct Line 952.715.3056



Annette Storm

Manager

annette.storm@abdofs.com
Direct Line 952.449.6224



TEAM MEMBER BIO:

Victoria Holthaus

CPA

Partner
Municipal Advisor Representative (Series 50)
Municipal Advisor Principal (Series 54)
victoria.holthaus@abdofs.com
Direct Line 952.715.3069

Vicki aims to simplify the complex for her clients. Her goal is to give them a solid understanding of their finances, so they can confidently plan ahead. She specializes in working with local governments and nonprofit agencies to strategize capital improvements, develop long-range financial plans, and troubleshoot accounting and financial challenges. She also provides process evaluation and process improvement services for nonprofit and private sector clients. Over the past several years, Vicki has helped many organizations with strategic upgrades to technology and software as they navigate new ways of interacting with constituents and customers. Along with the ability to creatively explain technical terms, Vicki has firsthand knowledge of the issues local governments often face. Prior to joining the firm, she served Minnesota municipalities and joint ventures in various finance and administrative roles.

EDUCATION

- Bachelor of Science in Accounting, National American University
- Master of Arts in Public Administration, Hamline University
- Minnesota Certified Municipal Clerk
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Minnesota Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Government Finance Officers Association of the United States and Canada
- Minnesota Government Finance Officers Association

AFFILIATIONS

- Hamline School of Business, Accounting Board Member

QUALIFICATIONS

- 16 years of experience working with local governments in finance and administration
- MSRB Municipal Advisor Representative (Series 50) and MSRB Municipal Advisor Principal (Series 54)
- Experience with budgeting, capital planning and debt management
- Process evaluation and process improvement engagement lead



TEAM MEMBER BIO:

Brenda Crosby

Operations Manager
brenda.crosby@abdofs.com
Direct Line 952.715.3056

Brenda joined the Firm in 2016 and has been in her current role as Operations Manager since 2019. Brenda has developed the Financial Solutions team in the Firm with her continuous improvement leadership, as well as being a facilitator, trainer and coach. She is the lead resource for the Financial Solutions team internal standard operating process documentation, as well as continual project management for team members and the department as a whole.

EDUCATION

- Bachelor of Science in Education, Minnesota State University, Mankato
- Continuing professional education – Lean Six Sigma Black Belt, Project Management

QUALIFICATIONS

- Lead Six Sigma Black Belt
- Six Sigma DMAIC methodology
- Process and KPI Data Analytics
- Lean Tools – Value Stream Mapping, PDCA, Poka-Yoke, 5s, Kanban, Visual Management, 8 Wastes
- Kaizen Leader
- Experience with strategic business planning
- Works extensively with Excel, SmartSheet, Visio, PowerBI



TEAM MEMBER BIO:

Annette Storm

Manager
annette.storm@abdofs.com
Direct Line 952.449.6224

Annette joined the Firm in 2022 as a Manager in the Financial Solutions group. Prior to joining Abdo, Annette spent three years as the Director of Administrative Services and two years as the Assistant Finance Director for the City of Marshall and three years as an Accountant for Lyon County. She has a wealth of knowledge and experience in all aspects of governmental finance, including, but not limited to: budgeting, financial reviews, monthly and annual reporting, cash flow projects, economic development and software implementation.

EDUCATION

- Bachelor of Science in Accounting and Finance, Southwest Minnesota State University
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Minnesota Government Finance Officers Association
- Government Finance Officers Association of the United States
- Marshall, MN Young Professionals

QUALIFICATIONS

- Over eight years experience working with local governments
- Experience in a variety of roles within local government, including, but not limited to: monthly and annual reporting, audit preparation and review, budget development and control, training and supervising staff, cash flow projections, and long-range planning
- Experience in policy and procedures development
- Leadership skills having managed finance teams/departments, participation in leadership meetings, and preparation of Council reports and attendance at City Council meetings
- Proficient in Tyler Technologies Incode 9 and 10 software; including software conversion from version 9 to 10 along with account restructure

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.


That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 170 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.



"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

— Steve McDonald, CPA | Managing Partner

Value Added Services

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

TECHNOLOGY & DATA SOLUTIONS

Empowering you with advanced data analytics & insights. Data is one of your City's most powerful assets. Using it to your advantage, however, can be a challenge. Our Technology and Data Solutions are designed to give you the information you need—how, when, and where you need it. Our consultants leverage a powerful mix of technology and tools to support you with the data analytics and insights you need. From creating user-friendly dashboards and reports to managing software implementations, we deliver solutions that work for you.

We help organizations with:

- Strategic data analytics
- Software solutions: evaluation, selection & implementation
- Financial reporting solutions
- Automation solutions

HR & PAYROLL SERVICES

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

We help organizations with:

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

FINANCIAL REPORTING STANDARDS CHANGES

We live in a world of constantly changing rules and standards when it comes to accounting and financial statement reporting. From one-on-one consulting to training for your entire financial team, we can help.

- Training on upcoming and current changes
- Liquidity footnote analysis
- Lease contract analysis
- Revenue recognition standards

UNIFORM GUIDANCE CONSULTING

Is your City in compliance with Uniform Guidance? Aligning the requirements of your City's grant agreement with Uniform Guidance regulations can be a challenge. We can help determine which regulations apply to your City and how to best apply them. Our team will review your grants and provide valuable implementation guidance to ensure compliance.

A few key areas to consider:

- Cost allocation plans
- Procurement plans
- Indirect cost rates
- Allowable expenditures

THIRD PARTY AUDIT PREP & RESPONSE

Need help getting ready for your audit? We can help. We are experienced in helping City get ready for their audit, whether a financial statement audit, IRS audit, or other regulatory audit.

PROCESS SOLUTIONS

"Because we've always done it way" is an easy trap to fall into. But this outdated processes or systems rarely get results. Instead, they often lead to redundancies, unreliable outcomes, and frustrated staff. An ineffective process can become your Achilles heel in a crisis. Our customized process improvement solutions will meet you where you are — and guide you to a better tomorrow.

Our Process Solutions Services Include:

- Process Mapping Documentation – *How do transactions and data flow through your organization?*
- Abdo ProEval – *Removing waste in your processes allows your team members to focus on what they were hired to do—and to spend more time on value-added initiatives.*
- Abdo ProEval - Kaizen – *Does the project seem too large, or the change too overwhelming? The Kaizen approach is a pared-down version of our ProEval service. Instead of a full operational review, we'll focus on one aspect of your operations.*
- Software Inventory & Assessment – *Including recommendations for increasing efficiency and, if possible, reducing software-related costs.*

Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on May 9, 2022 by and between the City of Osseo, Minnesota (hereinafter referred to as the "City"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

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

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the City for the performance of any services or to obligate the City. The Contractor is not an agent, servant, or employee of the City and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the City during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the City at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

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

ARTICLE I

INCORPORATION OF RECITALS

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

ARTICLE II

LIABILITY INSURANCE

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

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until April 30, 2022 unless earlier terminated as provided in Sections 2 and 3.

Section 2 City's Termination Rights: City may terminate this Agreement upon thirty (30) days written notice in the event the City determines in its sole discretion that it is not in the City's best interest to continue using Contractor's services. The City may terminate on ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to City in the event City does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by City. In the event of non-payment within thirty (30) days, Contractor shall give City an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the City's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

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

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

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

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

ARTICLE IV - CONTINUED

GENERAL - CONTINUED

Section 5 Entire Agreement: This Agreement is the entire agreement between the City and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the City with timely and accurate financial recommendations and information that allows City Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 City Employment of Contractor's Employees; Should the City desire to employ the Contractor's employee that is assigned to the City during the term of this Agreement, it must have the written consent of the Contractor to enter into a City employee contract with the Contractor's employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 150% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this agreement.

ARTICLE IV - CONTINUED

GENERAL - CONTINUED

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated in Table 1 and under the attached scope of services. Additional fees will not be incurred without prior approval of the City.

Table 1

Description	Fee
Internal Project Management for City of Osseo:	\$25,000

Fee estimates do not include travel expenses, these will be billed separately and are not included within scope.

Travel time will be invoiced at ½ the hourly rate and mileage will be invoiced at the standard IRS rate.

ADDITIONAL VALUE-ADDED SERVICES

The City has requested Process Documentation. These services are not included in the Scope of Work for Project Management and will be billed on an hourly basis.

<u>Service Period</u>	<u>Rate per Hour</u>
May 15, 2022 – August 30, 2022	\$150 - \$475

Section 10 Additional Services: Should the City request additional services in addition to the Contracted Services, the Contractor will provide the City with proposed fees for the services to be provided. The City shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Appendix B

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

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

City of Osseo
415 Central Avenue
Osseo, Minnesota 55369

Name _____

Title _____

Name _____

Title _____

Date _____

Abdo Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Vitona Holtz

Title Partner

Date May 9, 2022



City Hall
will be closed
Memorial Day,
Monday, May 30

A close-up, vertical view of the American flag, showing the stars and stripes. The flag is slightly draped and occupies the left side of the poster.

MEMORIAL DAY

Ceremonies

10AM

BOERBOOM PARK

CENTRAL AVE

OSSEO, MN

12PM

CENTRAL PARK

CENTRAL PARK WAY

MAPLE GROVE, MN

**OSSEO/ MAPLE GROVE
AMERICAN LEGION POST 172**