



Osseo City Council

AGENDA

WORK SESSION
Monday, July 25, 2022
6:00 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. **Approval of Agenda** (requires unanimous additions)
4. **Discussion Items**
 - A. **Discuss Digital Billboard Project**
5. **Adjournment**



City of Osseo City Council Work Session Meeting Item

Agenda Item:	Discuss Digital Billboard Project
Meeting Date:	July 25, 2022
Prepared by:	Riley Grams, City Administrator
Attachments:	Blue Ox Media Presentation Council Packet Item from April 11, 2016

Background:

Back in 2016, the City looked at partnering with OutFront Media to construct a digital billboard on the Public Works Department property that overlooked traffic on Hwy 169. The billboard was a one-sided design that included a state-of-the-art LED screen. This was the result of several local resident comments regarding the project, which was originally slated for a two-sided V shape design. The sign's post was to be erected in an area approximately near the southeast corner of the existing Public Works building. The sign was to be 486 feet away from the nearest home to the south, and 298 feet from the nearest home to the north and would have been built entirely on City-owned property and that have been leased to OutFront Media.

The original lease called for a term of 15 years with a mutual option entering into an additional 15 years with lease payments negotiated prior to each new term. The City would have received \$55,000 annually in years 1-5, \$57,500 annually in years 6-10, and \$60,000 annually in years 10-15, with a total of \$862,500 received over the initial 15-year term. The City would have also received a minimum of 5 hours per month (2250 eight-second spots) of signage to promote any messaging that the City would like. Also, any business located within the City of Osseo would have received advertisement on the billboard at one-third the going rate for advertisement (including design services at no additional cost). Additionally, all improved real estate taxes associated with the construction of the billboard structure would have been paid for by OutFront Media each year, and not the City of Osseo (estimated between \$6,000-8,000 annually).

At that time, one of the major concerns by area residents was that the new sign would adversely affect their property values. At that time, Staff reached out to Hennepin County Assessors Office to inquire if a new digital billboard sign would negatively affect the surrounding areas property values. The County responded that the fact that a large industrial use building (the Public Works building) is already there, the location of high-tension power lines, and the proximity to Hwy 169 and the adjacent sound wall, any addition of a digital billboard sign would not negatively affect property values. Staff also confirmed with the Maple Grove City Assessor and a local real estate agent that the addition of a digital billboard in that area would not affect the area property values. Using 2015 data, it was calculated that an influx of this revenue stream would lower the average Osseo home's property taxes by approximately \$50 annually.

In order to submit a required permit to the Minnesota Department of Transportation (MnDOT), the City re-zoned the Public Works property to a newly established Public Institutional District (PI) which included "commercial signage limited to billboards or any other governmental signage" at the request of OutFront Media. Unfortunately, when MnDOT reviewed the submitted permit from OutFront Media, they rejected it noting that the property was not

properly zoned for this purpose. OutFront Media had incorrectly advised the City to re-zone the property to something other than commercial or industrial use. This was the sole reason the permit was denied by MnDOT.

More recently, a couple current Osseo City Councilmembers asked Staff to re-look at this option to see if there was another way to get approval. I was connected with Blue Ox Media, knowing they have many digital billboard projects with cities all over the Metro Area, and met with Steve Boynton back in the fall of 2021. At that time, Mr. Boynton was able to pinpoint the issue for the rejected MnDOT permit, noting that the City needed to zone the Public Works property to either industrial or commercial. This was the only allowable zone, per State Statute, in which billboards could be erected. Therefore, Mr. Boynton believes that the City could simply re-zone the Public Works property to an industrial use (which certainly fits in with the actual use of that property currently) and could re-negotiate a new lease and apply for the same required permit from MnDOT.

I have invited Mr. Boynton to make a presentation to the Council at the July 25 work session meeting introduce himself and showcase what Blue Ox Media can do for the City regarding this potential project. If the Council is agreeable, Staff could be directed to move this project forward.

Recommendation/Action Requested:

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



CITY OF OSSEO MEDIA PARTNERSHIP



blueoxmediagroup.com

100 South Fifth Street - 19th Floor
Minneapolis, MN 55402

ABOUT THE COMPANY

Founded in 2016, we are a Minnesota business comprised of local individuals with decades of experience in the out-of-home advertising industry. It is our mission to provide our clients with premium state-of-the-art digital advertising to effectively reach key strategic areas of the Minneapolis-St. Paul metropolitan area.

The Managing Partners of the Blue Ox team have collectively worked in the Minneapolis/St. Paul market for more than 50 years. Its CEO, Tom McCarver was in charge of designing and implementing a strategy on behalf of Clear Channel Outdoor to construct the market's first network of digital signs. From late 2006 through 2013, this program saw 50 digital faces constructed. Many of these signs were constructed in partnership with cities throughout the metro including Blaine, Mounds View and Maplewood. The business model of Blue Ox continues to focus on developing digital signs in partnership with municipalities. By doing so, Blue Ox is able to provide cities with: (1) a sustainable revenue source; (2) an ability to utilize signs for community messaging; and (3) a means to promote local businesses.



Our Vision

It is our vision to strategically partner with governmental entities throughout the Twins Cities metro area, and help them incorporate state-of-the-art advertising and messaging tools in their communities. In lending our expertise, we strive to ensure our digital signage is thoughtfully incorporated into the community through strategic placement and creative design. We hope to enrich and embody each neighborhood while providing economic benefits to the community.



Our Mission

- Partner with governmental entities to provide them with a sustainable revenue stream together with the ability to promote their communities and businesses.
- Provide clients with premium advertising.
- Utilize the efficiency and flexibility that Digital OOH can add to an advertising campaign.

Benefits of Digital

The evolution of digital billboards has taken outdoor advertising to a whole new level. Advertisers can now enjoy the following benefits with digital:

- **PRODUCTION COST SAVINGS** - *No more printing costs*
- **SHORT LEAD TIMES** - *Ads are programmatically loaded within minutes*
- **FLEXIBLE START DATES** - *Target specific times to begin your campaign*
- **MULTIPLE MESSAGES** - *Enjoy the benefit of unlimited advertisements*
- **CREATIVITY** - *Advertisers can tailor any ad campaign to fit their specific needs. You can post different copy on our digital signs based on time of day, day of week or even the temperature outside!*

THE EXECUTIVE TEAM

TOM MCCARVER

PRESIDENT & CHIEF EXECUTIVE OFFICER

Tom Co-founded Blue Ox Media Group in 2016 with the specific goal of developing high value out-of-home advertising assets in the Twin Cities Market.

Tom has 25 years of experience in the Out-of-Home industry focusing on executive leadership, real estate, public affairs and digital sign development. His roles have included Chief Operating Officer for Total Outdoor, Vice President of Real Estate and Public Affairs for Clear Channel Outdoor/Minneapolis Division and President of the Minnesota Outdoor Advertising Association.

STEVE BOYNTON

CHIEF FINANCIAL OFFICER & GENERAL COUNSEL

Steve Co-founded Blue Ox Media Group and is serving as Chief Financial Officer and General Counsel. His experience as a real estate lawyer and knowledge of governmental affairs makes him uniquely qualified to grow Blue Ox Media Group's premier group of assets in the Twin Cities market.

Steve received his J.D. degree from Hamline University School of Law in 1991. For the past 30 years he has assisted individuals and business entities with a variety of legal matters. Additionally, he has served as general counsel for several companies including Total Outdoor Corp, an outdoor advertising company based in Seattle, Washington.

PAST PROJECT CONTACTS

DEB HILL

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Newport, MN 55055
651-556-4600

BRET HEITKAMP

City Administrator/Champlin
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11955 Champlin Drive
Champlin, MN 55316
763-923-7109

TOM MULCAHY

Vadnais Heights Property Owner
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Vadnais Heights, MN 55110
651-214-1573

SONNY KUHN

Outdoor Specialists Inc.
Sign Fabricator and Installer
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915 Molly Pond Road
Augusta, GA 30901
410-960-2401

RICH PAKONEN

Saint Paul Property Owner
rpakonen@pakproperties.net
500 Robert Street N
Saint Paul, MN 55101
612-965-2925

DAN PECKMAN

Watchfire Signs
Digital Sign Manufacturer
Territory Manager
Dan.peckham@watchfiresigns.com
1015 Maple Street
Danville, IL 61832
720-467-7167

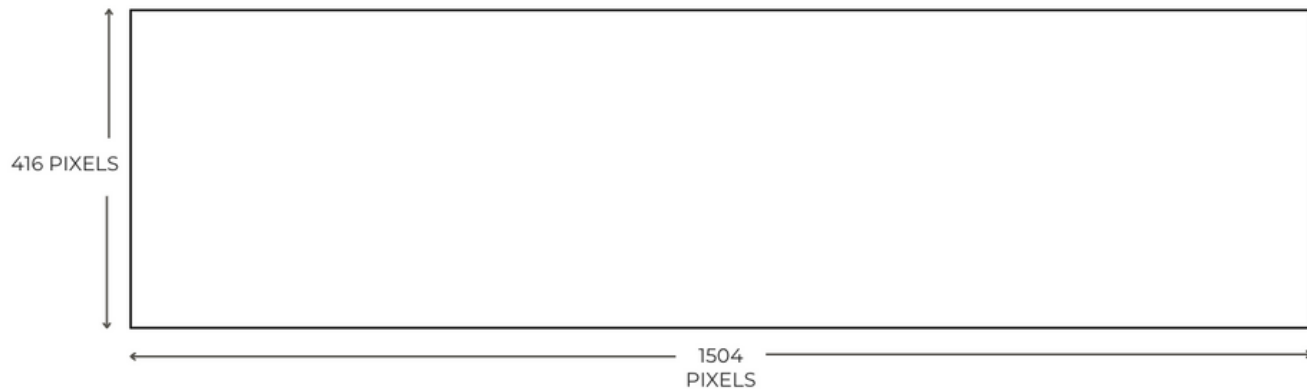
LOCATION



BILLBOARD SPECIFICATIONS

Blue Ox is proposing to construct a 14' x 48' double-faced digital sign known in the industry as a "Bulletin". Bulletins are typically utilized on Interstate and Trunk Highway routes and are a standard in the OOH industry. Each digital sign face will use site line technology to further minimize the impact to either side of the sign and direct the message to the freeway for which it was intended to be read.

VIEWABLE AREA: 14' H X 48' W

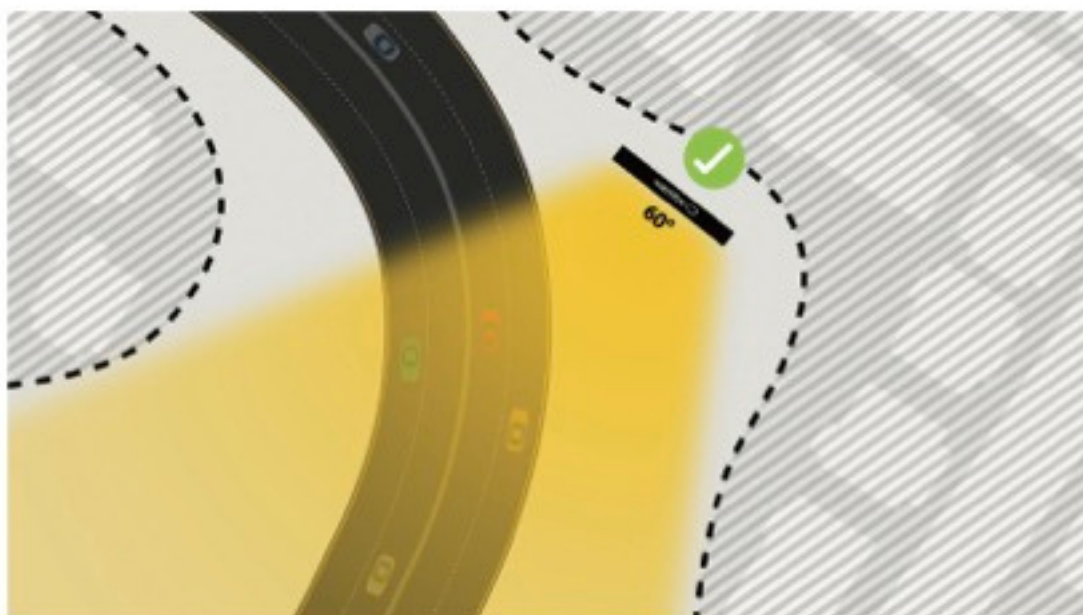


INNOVATIVE FOCUS

LIGHT BLOCKING TECHNOLOGY IS DESIGNED TO MINIMIZE BRIGHTNESS WHEN THE VIEWER IS NOT DIRECTLY IN FRONT OF THE DISPLAY.

If your billboard site requires light mitigation, this product will be the perfect solution to meet site requirements with the image quality, durability and longevity you've come to expect from Watchfire. Our technology focuses advertisements toward your intended audience and limits visibility at wider angles.

To learn more about our patented light blocking technology, contact your Watchfire representative.

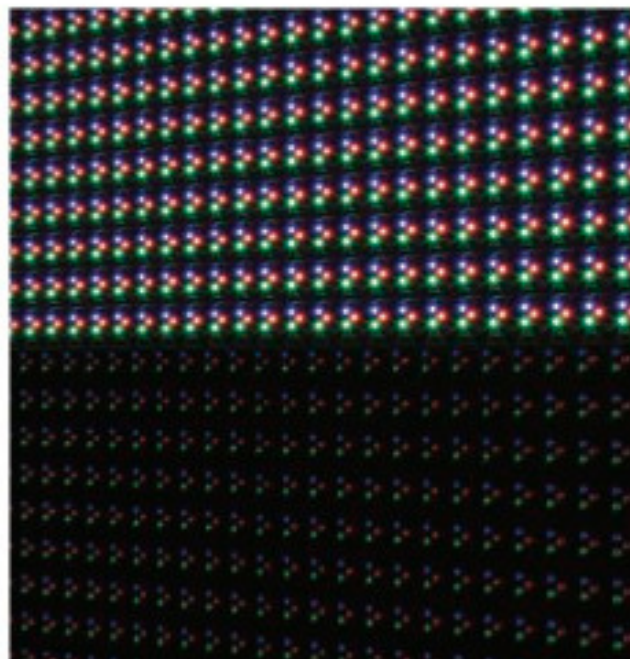


Watchfire's patent-pending design provides an ideal solution for locations where light mitigation is required. Our latest innovation solves permitting concerns by keeping light focused towards your audience and limiting light emitted to adjacent environments.

Features

Our symmetrical design blocks light to the left and the right, uniformly enclosing each LED to prevent color shifting that can be perceived as a green or red tint. This ensures color uniformity and brightness for your intended viewers, while reducing light emissions in adjacent areas.

Our 19mm digital billboards are the gold standard in digital out of home. We continue to bring new innovations to our battle-tested hardware to make it easier for you to select and deploy new locations and earn more revenue. Light mitigating billboards are available in traditional MV Class, as well as our premium MX Class model, which features a 10-year parts, labor, uniformity and brightness guarantee.



Watchfire billboard viewed at 47° off center.
Top Row: Traditional Watchfire 19mm with 140° viewing angle.
Bottom Row: Patent-pending Watchfire 19mm with light mitigating technology.

Billboard Features	True 19mm
Pixel Pitch	19.05 mm (.750")
Pixel Configuration	True Pixel, 1R, 1G, 1B
Character Height	5" & larger
Module Dimensions (HxW)	12" x 12"
Matrix Configuration	16 x 16 pixels
LED Lifetime (50% brightness)	100,000 hours
Color Capability	1.15 quintillion
Viewing Angle	60° horizontal x 70° vertical
Video Frame Rate	Up to 30 frames/second
Field-Adjustable Brightness	7,500 nits
Power	120 or 240 volt single phase 60 Hz

Contact your Watchfire representative for a light study or visit www.watchfiresigns.com/lightsout to learn more.

DEVELOPMENT SCHEDULE

JULY/ AUGUST, 2022

● City rezoning code modification

Approval of sign renderings and location

SEPTEMBER, 2022

● All entitlements including State and Local permits approved

Order structures and sign faces

NOVEMBER, 2022

● Construction of Sign

DECEMBER, 2022

● Lease start date

EMERGENCY PREEMPTION + CITY BENEFITS

Blue Ox allows the City or other designated authorities to preempt digital advertising advertisements with emergency alerts or information at no cost.

Blue Ox provides cities with a number of hours per month to use for community messaging at no cost.

Blue Ox provides discounts to all local advertisers to help promote local businesses.

Additionally, Cities enjoy a guaranteed revenue stream over a number of years.

CONSTRUCTION + MAINTENANCE COSTS

Blue Ox pays for all construction and maintenance costs associated with the billboard.





City of Osseo City Council Meeting Item

Agenda Item: **Approve Osseo Digital Billboard Project at 800 Broadway Street East**

Meeting Date: April 11, 2016

Prepared by: Riley Grams, City Administrator

Attachments: A) Digital billboard survey document I
 B) Digital billboard survey document II
 C) Detailed billboard diagram
 D) Example of aesthetic stone/brick design elements
 E) Tree planting plan south of Osseo Public Works parcel
 F) City of Maple Grove billboard locations (10402 73rd Ave N.)
 G) Letter from Realtor Jen O'Connor
 H) Letter from Eagan Police Chief James McDonald
 I) Letter from Blaine Police Chief Christopher Olson
 J) Letter from Spring Lake Park Police Technician Lori Brahs
 K) Letter from Rogers Public Works Superintendent John Seifert
 L) Digital billboard lease document between City of Osseo and OutFront Media

Policy Consideration:

Consider approving the proposed digital billboard project to be located on the Osseo Public Works municipal parcel at 800 Broadway Street East on leased property.

Background:

The City of Osseo is considering leasing City-owned property to OutFront Media to erect a state-of-the-art LED digital billboard located on the Osseo Public Works property. The original proposal, which had been previously considered and included a V shaped structure with two digital billboard faces, has been scraped and modified into a smaller single face digital billboard sign. The City considered all comments and opinions from local residents and requested that OutFront Media adjust the structure to minimize all potential impacts on the neighboring residential area. This included widening the V shape so that the lit portion of the sign would not be viewable from residential homes. OutFront Media considered the recommendation but ultimately determined the added costs of structural elements to widen the V design rendered the structure economic infeasible.

OutFront Media has now proposed a smaller single face LED digital billboard to be located further north on the Public Works property in an area approximately near the southeast corner of the existing Public Works building (see attachment A). The City-owned Public Works parcel is zoned Public Institutional Zone (PI) which includes "commercial signage limited to billboards or any other governmental signage" as a permitted use. The sign structure itself will be approximately 486 feet away from the nearest home to the south, and 298 feet away from the nearest home to the north and would be constructed entirely on City-owned land that would be leased to OutFront Media. The sign face will be approximately 14 feet tall and 48 feet wide. The overall height of the sign from grade to the top is measured

at 50 feet (see attachment C). The proposed sign will face southeast to capture traffic traveling northbound on Hwy 169. The new proposed location does fall outside of the 100 foot buffer zone from the St Paul's Lutheran Church property (see attachment B). As such, the City is not required to obtain a donation of land from St Paul's Lutheran Church and any previous donation and/or encroachment agreements between the City and the Church are no longer needed.

At the request of the City, the proposed sign has been angled in a manner so that no portion of the lit LED face will be visible from the corner of 8th Avenue Southeast and 2nd Street Southeast, which is located to the south of the Public Works property in the residential area. This is in response to resident concerns of light infiltration from the proposed billboard. All light from the digital billboard will be projected out over the adjacent sound wall onto Hwy 169. There will be no light shown onto any adjacent property. In fact, several existing light sources in residential areas would be brighter than any indirect light from the proposed billboard. This includes street lights and neighboring porch lights and/or flood lights. All light from the billboard will be directed out over the sound wall to Hwy 169 traffic. Additionally, the billboard will have the ability to dim the brightness of the light during evening hours and the City will work in conjunction with OutFront Media to find a suitable brightness during the nighttime hours in order to minimize impacts to residential areas. Staff would like to reiterate that this proposal is for a state-of-the-art LED digital billboard. When many people think of billboards, they envision the old static (or nonprogrammable) signs that have large flood lights affixed to the top of bottom which bathe the billboard sign in light during evening hours. That will not be the case with this proposal.

The City has also required that the metal structure, which include the pole and top, bottom and sides of the sign face, be encased in aesthetic brick or stone elements to help blend the sign into the background with the City having final approval (see attachment D). Additionally, OutFront Media has agreed to provide \$3,500 towards planting of large mature pine trees located along the Public Works property to the south. These trees should help hide not only the digital billboard structure itself, but also the fenced in property which holds equipment and piles of construction materials. The attached concept plan calls for 8-10 mature pine trees to be planted in a way to help minimize visual effects of the Public Works property and the billboard structure (see attachment E).

The proposed lease between the City of Osseo and OutFront Media calls for lease payments to be made to the City semi-annually. The initial term of the lease is for 15 years, with a mutual option of entering into subsequent 15 years terms with lease payment negotiated prior to each new term. The City would receive \$55,000 annually in years 1-5, \$57,500 annually in years 6-10, and \$60,000 annually in years 11-15. The total lease payment to City after the initial 15-year term is \$862,500. Additionally, the City will receive a minimum of 5 hours per month (2250 eight-second spots) of enhanced dynamic display ads on the billboard at no cost to the City. This includes all design and formatting of each ad. The City may use these ads to promote the Osseo downtown business core, community events (such as the Farmers Market, Music & Movies in the Park, Vintage Car Show, Lions Roar and Minidazzle events), or other applicable information such as City snow emergencies, Amber Alerts, severe weather warnings and way finding to Osseo from Hwy 169. Any Osseo based business will be able to advertise on the billboard at one-third the cost of the current advertising and publishing rate through OutFront Media which includes design services as no additional cost. All electrical power costs associated with the billboard will be paid for by OutFront Media and not the City of Osseo. Additionally, all improved real estate taxes associated with the construction of the billboard structure will be paid for by OutFront Media each year and not the City of Osseo (estimated to be between \$6,000-8,000 annually). If OutFront Media fails to complete construction within 6 months, they shall forfeit its \$10,000 deposit to the City and the lease shall be null and void.

During two Neighborhood Meetings, several residents had concerns relating to property values and how they might be affected by the addition of a nearby digital billboard. Staff did reach out to Brad Prchal of the Hennepin County Assessor's Office to ask if a nearby billboard might affect neighboring property values. Via a phone conversation, Mr. Prchal noted that Assessors are reactive based when setting property values. His office takes into account many factors when determining property values, most importantly recent home sales. Mr. Prchal did mention that the localized area surrounding the Osseo Public Works property already has depressed property values due to the proximity to a major highway (Hwy 169), the adjacent sound wall, overhead high tension power lines (which run

down Broadway Street East before crossing Hwy 169 into Brooklyn Park) and the adjacent municipal public works parcel. He was not aware of any credible data that suggests the addition of a digital billboard negatively effects local property values and was unable to point me to any credible and useable data to suggest otherwise. Staff also spoke to the City of Maple Grove City Assessor, Tim Mitchell, by phone to ask the same question. Maple Grove has a similarly situated set of non-LED digital billboards located at 10402 73rd Ave N. There, two static billboards operated by Clear Channel sit 326 feet from the nearest residential property (see attachment F). Those residential homes have much higher property values and have no visual boundary or impediment between the billboard locations and the homes. Mr. Mitchell noted that his office does not lower the property values of those homes due to its proximity of not one, but two static billboards. Staff also contacted Jen O'Connor, a local Realtor with The MLS Online Realty who is familiar with the Osseo area. Ms. O'Connor provided the City with a letter stating that "any negative effect on home values in the immediate area will be negligible if any" (see attachment G). She goes on to mention the adjacent noise and traffic associated with Hwy 169, the addition of a sound barrier wall, the public works facility and overhead utility wires as more detrimental to home values than the addition of a digital billboard.

The addition of lease revenue to the City budget will have a positive effect for all Osseo residents and business owners. Using the most recent budget figures shows that the local tax capacity rate would increase from approximately 71% to approximately 73% without the additional lease revenue. Annual lease revenues of \$55,000 (and higher in subsequent years) represent 4.6% of the 2016 tax levy. This means that the City would have to raise the tax levy amount by 4.6% if we could not rely on the lease revenue. Data from Hennepin County shows that the average Osseo home is valued at \$165,000 in 2015. Without the billboard lease revenue, the average valued home in Osseo would see a property tax increase of approximately \$50 per year from the City. Homes with lower property values would see an increase of less than \$50, while homes with higher property values would see an increase of more than \$50 per year on City taxes.

OutFront Media has also provided the City of Osseo with letters from other Metro area communities which have partnered with OutFront Media to construct various billboards. Eagan Police Chief James McDonald reports that his Department has received zero calls for service that mention the digital billboard located on Hwy 35E, west of Hwy 55 (see attachment H). Likewise, Blaine Police Chief Christopher Olson reports no traffic complaints or concerns with two digital advertising signs located within their City (see attachment I). The City of Spring Lake Park recently partnered with OutFront Media to construct a digital billboard in 2015 on Hwy 65 north of 81st Ave. Police Records Technician Lori Brahs queried all accidents for 2015 up to the present in the area of the digital billboard. A total of 13 accidents were reported, and none of the Officer's reports included a mention of the digital billboard as being a distraction (see attachment J). Rogers Public Works Superintendent John Seifert also shared a letter of recommendation with the City of Osseo after working with OutFront Media for over 20 years and had recently switched their signs to digital advertising signs 5 years ago with no complaints from the community (see attachment K). Mr. Seifert would recommend working with OutFront Media as a source for outdoor advertising.

Previous Action or Discussion:

This project has been discussed by the City Council in numerous past meetings, and action was tabled to the April 11, 2016 City Council meeting.

City Goals Met By This Action:

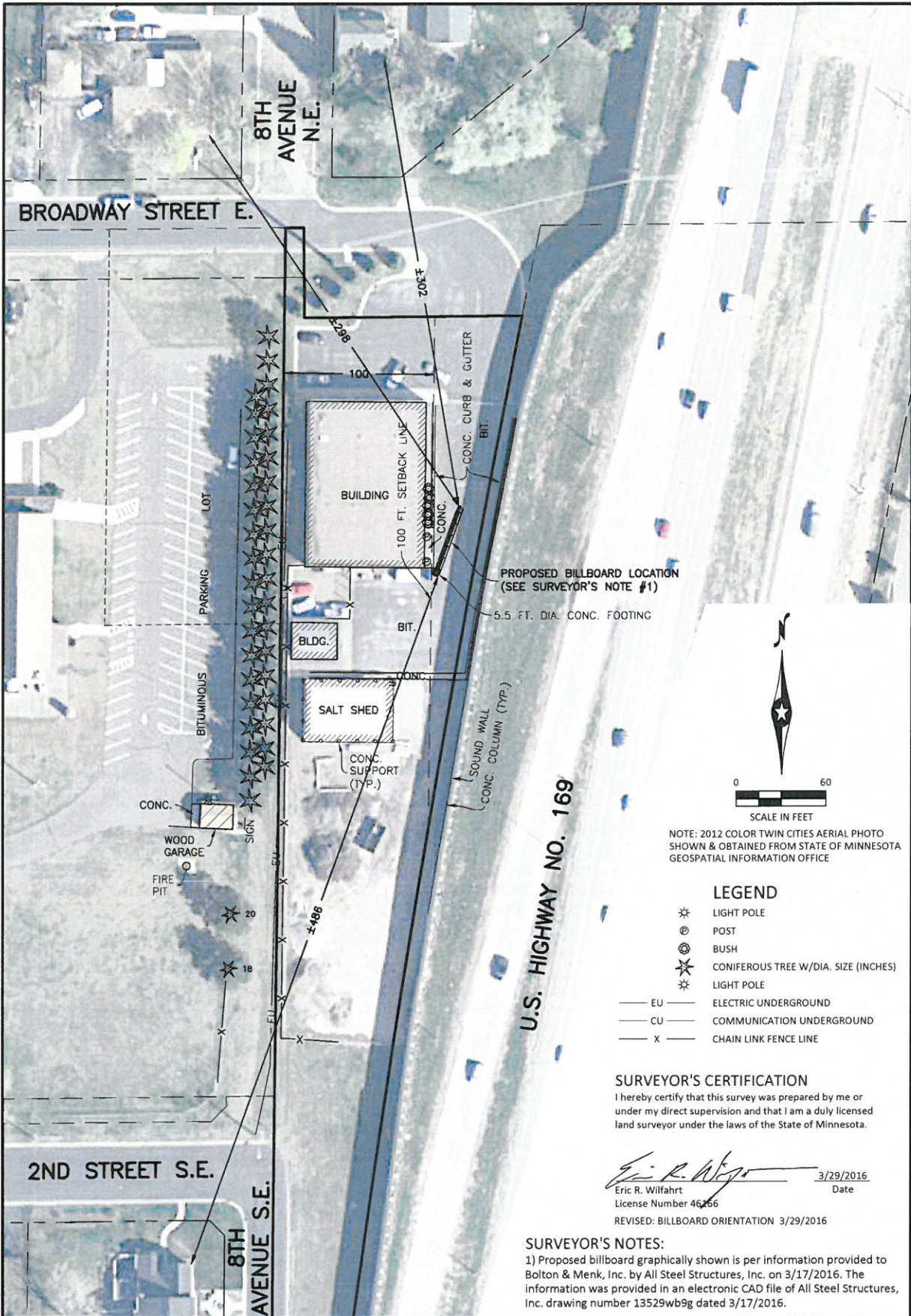
- Ensure the City's financial stability
- Foster and promote economic development in the City
- Maintain as low a tax rate as possible
- Increase communication with citizens and encourage citizen engagement
- Provide a variety of activities for all citizens with continued and new City events

Options:

The City Council may choose to:

1. Approve the Digital Billboard project and enter into the attached lease with OutFront Media;
2. Approve the Digital Billboard project and enter into the attached lease with OutFront Media, with noted changes/as amended;
3. Deny the Digital Billboard project and deny entering into the attached lease with OutFront Media;
4. Table action on this item for more information.

A.



NOTE: 2012 COLOR TWIN CITIES AERIAL PHOTO SHOWN & OBTAINED FROM STATE OF MINNESOTA GEOSPATIAL INFORMATION OFFICE

LEGEND

- * LIGHT POLE
- ⊙ POST
- ⊙ BUSH
- * CONIFEROUS TREE W/DIA. SIZE (INCHES)
- * LIGHT POLE
- EU — ELECTRIC UNDERGROUND
- CU — COMMUNICATION UNDERGROUND
- X — CHAIN LINK FENCE LINE

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Eric R. Wilfahrt 3/29/2016
Eric R. Wilfahrt Date
License Number 46266

REVISED: BILLBOARD ORIENTATION 3/29/2016

SURVEYOR'S NOTES:

1) Proposed billboard graphically shown is per information provided to Bolton & Menk, Inc. by All Steel Structures, Inc. on 3/17/2016. The information was provided in an electronic CAD file of All Steel Structures, Inc. drawing number 13529wb9g dated 3/17/2016.

PROPOSED BILLBOARD EXHIBIT
OSSEO, MN



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952)-890-0509

PART OF:
NE 1/4 OF SW 1/4 & NW 1/4 OF SE 1/4
SEC. 18, TWP. 119, RGE. 21
HENNEPIN COUNTY, MN

FOR: OUTFRONT MEDIA

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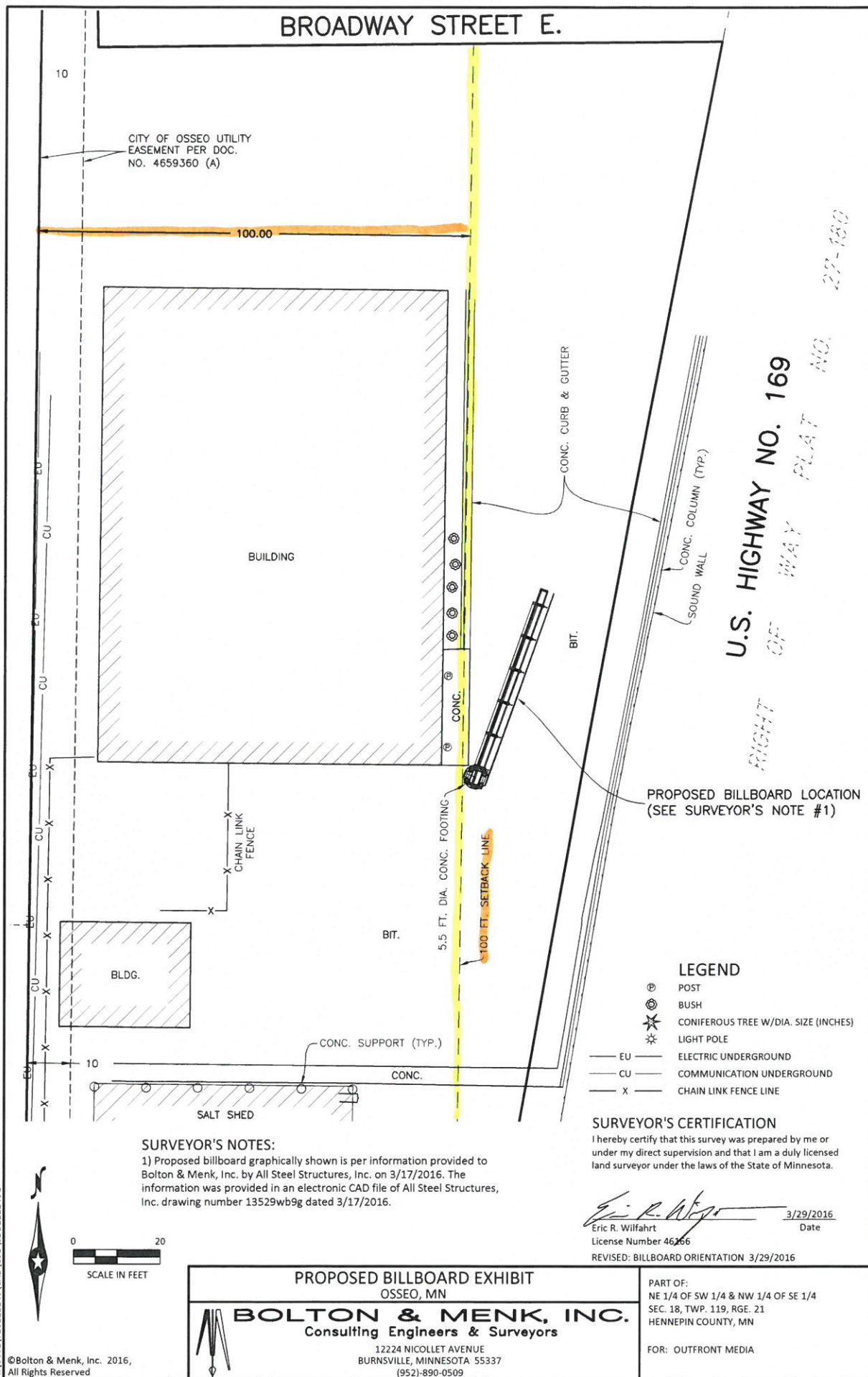
H:\OUTFRONT_PR\T12111428\CAD\C3D\111428EX03.DWG 03-29-2016 4:37p.m. JOB NUMBER: T12.111428

FIELD BOOK:
OSSEO-01, PG. 14 & 15
SN06, PG. 9

DRAWN BY: ERW

FILE NO. 5196
S18-T119-R21-31,43

B.



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All Rights Reserved

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FIELD BOOK:
OSSEO-01, PG. 14 & 15
SN06, PG. 9

DRAWN BY: ERW

FILE NO. 5196
S18-T119-R21-31,43

February Is
BLACK HISTORY MONTH
DISCOVER
JACKIE ROBINSON
#DISCOVERBBHM

403

OUTFRONT

Mobil

D.

E.



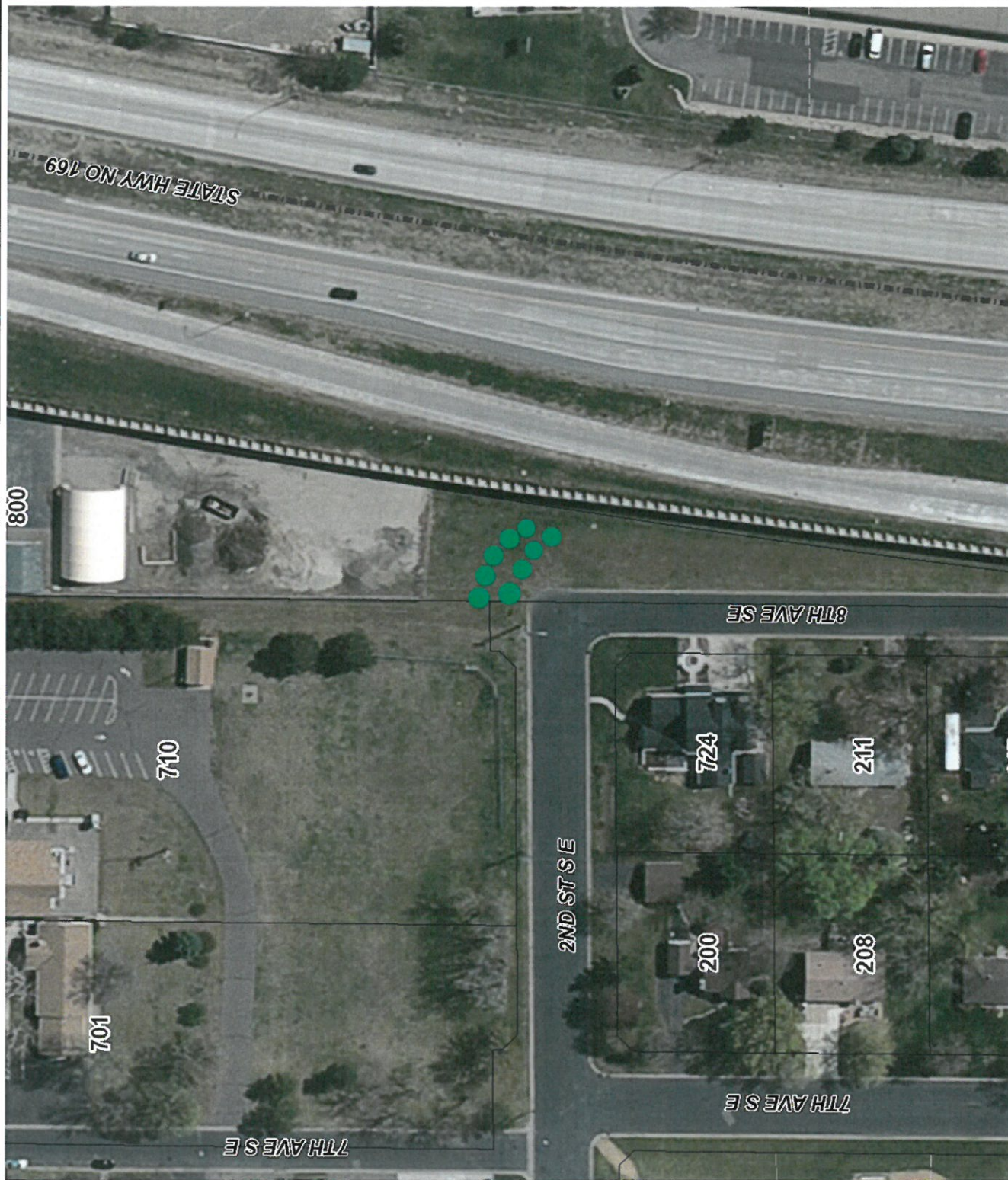
Legend

- City Limits
- Parcels (2-1-2016)
- Lot Lines
- Protected Waters



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Osseo is not responsible for any inaccuracies herein contained.



0 92 Feet

© Bolton & Menk, Inc - Web GIS 4/5/2016 4:21 PM



Legend

- City Limits
- Parcels (2-1-2016)
- Lot Lines
- Protected Waters



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Osseo is not responsible for any inaccuracies herein contained.



0 132 Feet

© Bolton & Menk, Inc. - Web GIS 4/7/2016 3:05 PM

February 4, 2016

Dear Mr Grams,

Upon a physical/visual inspection of the property in question, as well as hearing the details of the proposed billboard, it is in my professional opinion that any negative effect on home values in the immediate area will be negligible if any.

This area has Hwy 169 with noise and traffic, a sound barrier wall, the public works facility and overhead utility wires present. A billboard at the location is the least devaluing factor of those listed.

The proposed billboard is to be located 350 feet from the residences on the public worksland and will extend up and over the sound barrier fence and be directed over the highway. The LED lights are shrouded in such a way so as to shine directly in only the intended direction and will make no noise. This will not affect the homeowners use or enjoyment in the property nor will it have a significant impact on the properties value in the future.

If you have further questions, please feel free to contact me any time.

Thank you,

Jen O'Connor
Realtor
The MLS Online Realty
joconnor@themlsonline.com
612-202-3660

H.



City of Eagan

POLICE DEPARTMENT

JAMES MCDONALD
Chief of Police

JEFFREY JOHNSON
Deputy Chief of Police

MIKE FINERAN
ROGER NEW
DUANE PIKE
Lieutenants

3830 Pilot Knob Road
Eagan, MN 55122-1897
Phone: 651.675.5700
Fax: 651.675.5707
TTY: 651.454.8535
www.cityofeagan.com

MIKE MAGUIRE
Mayor

PAUL BAKKEN
CYNDEE FIELDS
GARY HANSEN
MEG TILLEY
Council Members

DAVE OSBERG
City Administrator

THE LONE OAK TREE
The symbol of strength
and growth in our
community



March 29, 2016

John Bodger
Outfront Media
815 Highway 169 North
Minneapolis, MN 55441

Dear Mr. Bodger,

Please accept my apologies for the delayed response. You had inquired if we have had any traffic complaints or incidences caused by the operation of a digital sign on 35E west of Highway 55. We did a check of our calls for service and did not locate any calls that mentioned a relation to the digital advertising sign.

If you have any further questions, please feel free to contact me.

Sincerely,

James S. McDonald
Chief of Police

I.



City of Blaine

10801 Town Square Drive NE
Blaine, MN 55449-8101
www.ci.blaine.mn.us

February 25, 2016

Mr. John Bodger,
Real Estate Manager
Outfront Media
815 Highway 169 North
Minneapolis, MN 55441

Dear Mr. Bodger:

I have canvassed several departments within the City of Blaine and we have not received any traffic complaints or concerns related to the two digital advertising signs located within our City.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Olson', is written over the word 'Sincerely,'.

Christopher Olson,
Police Chief/Safety Services Manager
City of Blaine Police Department
(763) 785-6196

CO:nn

Bodger, John

From: Lori Brahs <lbrahs@slpmn.org>
Sent: Wednesday, February 24, 2016 12:44 PM
To: Bodger, John
Subject: sign

Good Afternoon John,

Chief Ebeltoft forwarded your letter to me so that I might research your request:

I queried all accidents for 2015 up to the present. At the area in question; west side of Highway 65 north of 81st Avenue, there were 10 accidents in 2015 and 3 so far in 2016. In reading each of the officer's narratives, the mention of the digital sign being a distraction was never mentioned. I hope this helps you. Thank you.

Lori Brahs - Records Technician
Spring Lake Park Police Department
763-792-7237
lbrahs@slpmn.org



PUBLIC WORKS DEPARTMENT

(763) 428-8580

22350 SOUTH DIAMOND LAKE ROAD • ROGERS, MINNESOTA 55374

February 5, 2016

Mayor Duane Poppe
Osseo City Council Members
City of Osseo
415 Central Avenue
Osseo, MN 55369

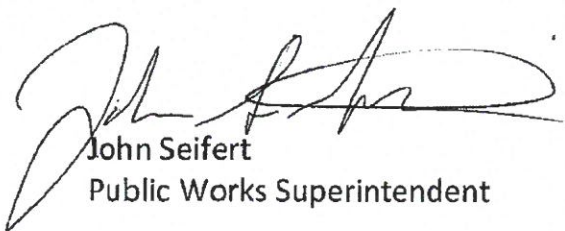
Re: Letter of Recommendation for Outfront Media

Dear Mayor and City Council Members of Osseo:

The City of Rogers has leased sign locations to Outfront Media, formerly CBS Outdoor, for over 20 years. Outfront Media has operated a digital advertising sign in the City of Rogers for the last 5 years, with no known complaints.

Through the years of leasing, CBS/Outfront Media has proven to be a community partner. Through public information advertising spots in addition to the lease revenue for the parks system. With this past working relationship, I would have no problem recommending Outfront Media as a source for outdoor advertising.

Sincerely,



John Seifert
Public Works Superintendent



March 24, 2016

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

Re: Digital Sign on City Property at 800 Broadway Street E.

Dear Mr. Grams:

After careful analysis of the City of Osseo sign location, OUTFRONT Media considers starting with the best digital sign face in the best location, which we will call Phase One, and it should be the most agreeable to all parties involved.

This location is at the southeast corner of the City Public Service building, see survey. The sign will be a single faced sign flagged north to the sound barrier wall, almost parallel to the highway. With this sign angle, the sign face will not be visible to the residential areas, but will be directed to the northbound Highway 169 traffic. The height of the sign structure can be reduced to 50 feet from the originally proposed 65 feet. No additional real estate will be needed for this Phase One location from the St. Paul Lutheran Church, as it will meet the State 100 feet setback requirement.

We propose the annual rent for this Phase One sign as follows:

1. Years 1-5 at \$55,000.00 payable at \$4,583.33 per month.
2. Years 6-10 at \$57,500.00 payable at \$4,791.67 per month.
3. Years 11-15 at \$60,000.00 payable at \$5,000.00 per month.

Total payments to the City of Osseo are \$862,500.00.

In addition to the annual rent, we agree to pay any real estate taxes assessed to the sign structure by Hennepin County. Our annual tax estimates are in the \$6,000.00 to \$8,000.00 range.



DATE **04-07-16**
SIZE 2 - 14'x48' **Digitals**
REP NAME: John Bodger

LEASE NO. 001102 DIV. **01321**
VENDOR NO. **(new)**
PANEL NO. 408 & 409
PARCEL ID NO: **18-119-21-42-0003**

SIGN LOCATION LEASE

1. The City of Osseo (LESSOR), hereby leases and grants exclusively to **OUTFRONT Media LLC** (LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the property known as: **800 Broadway Street E., Osseo, MN** (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, servicing, relocating and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.
3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for (i) all purposes reasonably necessary for the erection, construction, installation, placing, operating, maintaining, servicing and removal of the Sign Structure(s), (ii) the right to provide or establish electrical power to the Sign Structure(s) (at LESSEE's sole expense), (iii) the right to place incidental and ancillary equipment thereon, (iv) the right to relocate the Sign Structure(s) to lawful site(s) reasonably satisfactory to LESSOR and subject to the reasonable consent of LESSEE, if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.
4. The initial term (the "Term") of this Lease shall be fifteen (15) year(s) commencing on the date that is ninety (90) days after the date Lessee has obtained all necessary permits for construction and maintenance of the Sign Structure (the "Commencement Date"). The parties shall have the option to renegotiate and renew the Lease for an additional 15-year term. Such renewal will be effective only upon mutual written agreement of the parties. Upon expiration of the initial term of the Lease and during any negotiations for a renewal term, the rent shall be static for a period of up to six months, unless otherwise agreed to in writing by the parties.
5. The Lease shall continue in full force and effect, both during its initial term and any subsequent renewal terms, unless terminated earlier by the LESSOR or LESSEE. The parties may only terminate the Lease at the end of the initial term or at the end of any subsequent renewal term, with 90 days advance written notice to the other party. Notices must be sent by certified or registered mail. Except as otherwise provided in Section 11 below, LESSEE must remove the Sign Structure within 45 days of termination of the Lease.
6. LESSEE shall pay to LESSOR(S) rental of **Fifty-FiveThousand Dollars (\$55,000)** per year, payable in **monthly** installments of **Four Thousand Five Hundred Eighty Three and 33/100 Dollars (\$4,583.33)** beginning on the Commencement Date through the fifth year ("Rent"). Monthly installments shall be due on the first of each month. Upon execution of this Lease, LESSEE shall pay a deposit in the amount of \$10,000 to LESSOR, which amount shall either be refunded to LESSEE if any permit required for the construction and maintenance of the Sign Structure is not granted to LESSEE within six (6) months of the execution of this Lease or shall be credited against and shall reduce the first annual Rent payment to an amount equal to \$45,000. LESSEE shall have six months after the Commencement Date to complete construction of the Sign Structure. LESSOR may extend this time period, in its sole discretion, in the event of an act of God, fire, casualty, war, enemy act, terrorist act, strike or work stoppage, labor unrest, act or decree of government or any federal, state,

Lessor Initials _____

Lessee Initials _____



local, public or administrative authority, or other event outside of LESSEE'S control. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.

If LESSEE fails to complete construction of the Sign Structure within six months after the Commencement Date, LESSEE shall forfeit its \$10,000 deposit to LESSOR and the LEASE shall become null and void.

Rent for subsequent years shall be as follows:

Years 6 – 10: \$57,500 per year, payable in monthly installments of \$4,791.66;

Years 11 – 15: \$60,000 per year, payable in monthly installments of \$5,000.00.

7. LESSEE will provide to the LESSOR a minimum of 5 hours (2250 eight-second spots) per month per enhanced dynamic display sign in the City for community and public service messages at such times as shall be mutually agreed to by the parties. LESSOR will provide LESSEE with the message design and content, with no charge to Lessor.
8. Businesses located in the City of Osseo will be given the opportunity to advertise on these dynamic signs at a discounted advertising rate, which will be one-third of the then average advertising rate set by the LESSEE and receive message design and content, with no charge to the Osseo based business.
9. LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
10. LESSEE shall defend, indemnify and hold the LESSOR(S) harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction, installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.
11. This agreement is a Lease, not a license. The Sign Structure(s) currently located at the Leased Premises and all signs, structures, improvements and appurtenances thereto placed on the Property by LESSEE, its agents or predecessors, and any related permits, shall remain the property of LESSEE. LESSEE shall not remove the Sign Structure at any time while this Lease is in effect, unless authorized in writing by LESSOR, which authorization shall not be unreasonably withheld. Except for obtaining required permits, LESSEE does not need prior approval by LESSOR to make repairs or upgrades to or replace the Sign Structure. If LESSEE removes the Sign Structure, it shall only remove the above-grade portions. Any below-grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon expiration of the initial Term, the parties are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.
12. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE'S interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.

Lessor Initials _____

Lessee Initials _____



13. In the event that: (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority within six (6) months of the execution of this Lease; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Premises become entirely or substantially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property; (e) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s) for a period in excess of six (6) months; (f) LESSEE is prevented from maintaining electrical power to the Premises or illuminating its Sign Structure(s); or (g) maintenance will be hampered or made unsafe due to conditions on the Property or caused by LESSOR, then LESSEE shall have the right to terminate this Lease upon thirty (30) days' notice in writing to LESSOR and LESSOR shall refund to LESSEE any rental payment paid in advance for the remainder of the un-expired term.
14. LESSEE agrees to pay all electrical power costs used in conjunction with its sign(s).
15. LESSOR(S) shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/hers/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR(S) shall not cause nor permit LESSEE's Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR(S) grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
16. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE pays the required rent, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Lease Premises for the term of this Lease.
17. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the parties hereto shall be forwarded to the respective party at the address noted below such party's signature, or such other address set forth in a written notice by such party. Rental payments shall be deemed received by LESSOR(S) upon deposit by LESSEE with the United States Postal Service. In the event that LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSOR's signature, such new forwarding address shall not be effective until forty five (45) days after LESSEE's receipt of such notice from LESSOR.
18. LESSOR agrees to notify LESSEE of any change of ownership of the Property or the Leased Premises and of any change in LESSOR's mailing address within seven days of such change. LESSOR(S) shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property.
19. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease and approved by the Osseo City Council. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR(S) and an authorized signatory of LESSEE and approved by the Osseo City Council.
20. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns of the parties. LESSEE shall not assign its interest under this Lease or any part thereof, except as authorized by the

Lessor Initials _____

Lessee Initials _____



Osseo City Council, which authorization shall not be unreasonably withheld, except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR(S)'s or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by, or under control with, LESSEE.

21. LESSEE, after receiving written consent from LESSOR, may add any ancillary use to its Sign Structure, including but not limited to routing necessary underground lines and telecommunications devices. LESSOR may, in its discretion, increase the rent amount for such additions.
22. It is acknowledged by the parties that the rental payments herein are predicated on **monthly** installments. Should the provisions of paragraph thirteen (13) become operative, or the Term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month.
23. In the event of a default under this Lease, the non-defaulting party shall deliver written notice of the default to the defaulting party by certified or registered mail. The defaulting party must cure the default within fourteen (14) days of receipt of the notice. However, in the event of a non-monetary default, the defaulting party may cure the default after the 14-day period provided the defaulting party commences such cure within 14 days and completes the cure within 90 days of receipt of the notice. The parties may mutually agree to an extension of time to cure a default.
24. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute a short form memorandum of this Lease for recording purposes. LESSEE shall pay any applicable recording fees or other expenses.
25. The parties hereto have each carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.
26. LESSOR acknowledges and agrees that any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Premises shall at all times be subject and subordinate to any Financing Transaction entered into by LESSEE prior to or during the Term. Nothing contained herein shall be deemed to constitute consent to any consensual lien.
27. LESSEE agrees that during the initial term of this Lease and any subsequent renewal terms, the LESSEE will timely pay all utility fees or charges, and all real estate, personal property taxes and any other governmental charges levied or assessed upon the Sign Structure or upon its use or operation. LESSEE will also promptly pay or reimburse LESSOR for all such taxes or charges paid by LESSOR arising from LESSEE'S use of the Leased Premises for its Sign Structure or arising out of the presence of the Sign Structure on the Leased Premises. Failure of LESSEE to comply with this paragraph is an event of default under this Lease.
28. LESSEE shall encase the Sign Structure with design materials as approved by LESSOR.
29. LESSEE shall reimburse LESSOR for costs related to tree plantings on the Leased Premises and any adjacent property as deemed appropriate by LESSOR. Such costs will not exceed \$3,500.00.

ADDENDUM ATTACHED? (as of the date of execution of this lease agreement).

LESSOR(S): ☐ YES ☐ NO Initial Here

LESSEE: ☐ YES ☐ NO Initial Here

Lessor Initials _____

Lessee Initials _____



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

FOR LESSOR(S): **CITY OF OSSEO**

FOR LESSEE: **OUTFRONT Media LLC**

BY: _____

BY: _____

Title

Title

DATE: _____

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSEE in the presence of

Who is hereby requested to sign as witness.

Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

Who is hereby requested to sign as witness.

BY: _____

Title

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

LESSOR(S)'S MAILING ADDRESS:

LESSEE(S)'S MAILING ADDRESS:

415 Central Avenue



Street Address

Osseo

City

MN

State

55369

Zip

763-425-2624

Telephone Number

763-425-1111

Fax Number

815 Highway 169 N

Street Address

Plymouth

City

MN

State

55441

Zip

763-540-0031

Telephone Number

763-540-0085

Fax Number



EXHIBIT A

[Exhibit A shall consist of one of the following to the extent that the same are available. The following examples are listed in order of the company's order of preference]

1. Google Survey with lines drawn around leased premises and measurements or the leased premises borders.
2. Survey.
3. Drawing indicating approximate location on the property with measurements from the applicable property lines and the borders of the leased premises.
4. Tax parcel and indication of general location on parcel (i.e. northwest portion)
5. Address and indication of general location on parcel (i.e. northwest portion)

Lessor Initials _____

Lessee Initials _____



LESSOR ACKNOWLEDGEMENT

STATE OF)
)ss
COUNTY OF)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the _____ document of _____ pages in length dated _____, to which _____ are also signatories, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LESSOR ACKNOWLEDGEMENT

STATE OF)
)ss
COUNTY OF)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the _____ document of _____ pages in length dated _____, to which _____ are also signatories, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LESSEE ACKNOWLEDGEMENT

STATE OF)
)ss
COUNTY OF)

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the _____ document of _____ pages in length dated _____, to which _____ are also signatories, and



acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
