



MEETING AGENDA
6:00 p.m., March 22, 2023

Public Safety Advisory Committee

- 1. CALL TO ORDER, CITY ADMINISTRATOR RILEY GRAMS**
- 2. ROLL CALL**
- 3. ELECTION OF PSAC CHAIR**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. PSAC Minutes of July 13, 2022
- 6. DEPARTMENT UPDATES**
 - A. Fire Department, Chief Mike Phenow
 - Current Staff Updates
 - Call Summary (2022)
 - Training Schedule Update
 - Equipment Updates
 - Discuss Full Time Fire Chief Position
 - B. Police Department, Chief Shane Mikkelsen
 - Current Staff Updates
 - Overall Department Summary
 - Call Summary (2022)
 - Equipment Updates
 - Squad Vehicle Updates
 - Solicitor Permit Update
 - Update on New FT Police Officer Hires
 - Update on Police Lieutenant Position – Lt. Todd Kintzi
 - Discuss Parking Issues at County Road 81 Service Road
 - Night to Unite Planning
 - Discuss Future Police Department Staffing
 - C. Administration Department, City Administrator Riley Grams
 - Discuss PSAC Bylaws
 - Central Ave Sidewalk Update
 - City Hall/Fire Department/Police Department Facilities
- 7. REPORTS OR COMMENTS: Staff, Chair, & Commission Members**
- 8. ADJOURNMENT**



Public Safety Advisory Committee Meeting Item

Agenda Item: Election of PSAC Chair

Meeting Date: March 22, 2023
Prepared by: Riley Grams, City Administrator

Attachments: Resolution 2016-70

Policy Consideration:

Consider electing a Chairperson of the Public Safety Advisory Committee.

Background:

Each year, the Osseo Public Safety Advisory Committee shall elect a Chairperson to preside over the PSAC meetings. According to Resolution 2016-70 Amending the Public Safety Advisory Committee (which is attached), the Chairperson must be selected from one of the two Councilmembers who serve on this Committee. The two current Councilmembers who serve on the PSAC are:

Mark Schulz
Juliana Hultstrom

The PSAC should consider both Councilmembers to serve as Chair of the Committee, followed by the motion to elect one of the two as the Chair of the Public Safety Advisory Committee.

Options:

The PSAC may choose to:

1. Motion to elect _____ as Chair of the Osseo Public Safety Advisory Committee for 2023;
2. Table action on this item for more information.

Recommendation/Action Requested:

Staff recommends the Committee to motion to elect a Chairperson to the Committee.

Resolution No. 2016-70

AMENDING PUBLIC SAFETY ADVISORY COMMITTEE

WHEREAS, the purpose of the Osseo Police and Fire Departments is to protect the health and safety of the Osseo residents, businesses, and visitors, and the general welfare and property of citizens; and

WHEREAS, the City Council is interested in promoting the transparency of government, and realizes the importance of citizen involvement in local discussions of policy and decision making; and

WHEREAS, Osseo citizens can be additional eyes and ears of public safety personnel throughout the community; and

WHEREAS, Osseo citizens are concerned about their community, their neighborhoods, and their tax dollars, and want to be involved in advising the City Council on public safety issues; and

WHEREAS, this Resolution replaces the Resolution No. 2010-17 which created the Osseo Public Safety Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Osseo, County of Hennepin, State of Minnesota, hereby maintains a Public Safety Advisory Committee composed of two members of the City Council, two Osseo residents, and two Osseo business owners or employees, all who shall be appointed by the City Council;

BE IT FURTHER RESOLVED the Public Safety Advisory Committee:

- Shall meet at City Hall as needed;
- Shall elect one of the Councilmembers as Chair;
- Shall report on the Committee's activities to the City Council at the Council's next meeting following the Committee's meeting;
- Shall accept items to the agenda from its members, the public, and City employees;
- Shall keep a record of its meetings in the form of minutes;
- Shall conduct open public meetings at all times and post such notice;
- Shall accept and encourage the attendance of the Police Chief, Fire Chief, and/or Public Safety Coordinator at each Committee meeting.

Adopted by the Osseo City Council this 24th day of October, 2016.

The motion for the adoption of the foregoing resolution was made by Councilmember Schulz, seconded by Councilmember Johnson, and upon vote being duly taken thereon, the following voted in favor thereof: Councilmembers Harold E. Johnson, Duane Poppe, Mark Schulz, Larry Stelmach, and Anne Zelenak,

and the following voted against the same: None,

and the following were absent: None,

whereupon said resolution was declared duly passed and adopted.

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

We, the undersigned, being the duly qualified Mayor and Clerk of the City of Osseo, Hennepin County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution No. 2016-70 is a true and correct copy of the Resolution as adopted by the City Council the 24th day of October, 2016.

Duane E. Poppe, Mayor

LeAnn Larson, City Clerk

**OSSEO PUBLIC SAFETY ADVISORY COMMITTEE
MINUTES
July 13, 2022**

1. CALL TO ORDER

Chair Juliana Hultstrom called the Public Safety Advisory Committee to order at 6:01 p.m., Monday, July 13, 2022.

2. ROLL CALL

Members present: Tom Hartkopf, Jason Hegerle, Ashlee Mueller, and Councilmembers Juliana Hultstrom & Larry Stelmach.

Members absent: Nate Berg.

Staff present: City Administrator Riley Grams, Fire Chief Mike Phenow Police, and Police Chief Shane Mikkelsen.

3. APPROVAL OF AGENDA

A motion was made by Hartkopf, seconded by Mueller, to approve the agenda as presented. The motion carried 5-0.

4. APPROVAL OF MINUTES – MARCH 9, 2022

A motion was made by Hartkopf, seconded by Mueller, to approve the minutes of March 9, 2022, meeting. The motion carried 5-0.

5. DEPARTMENT UPDATES

A. Fire Department - Chief Mike Phenow

Staff Updates

Phenow stated they had two recent resignations, one after 29 years of service and the other due to moving out of the response area. Following the vacancy at the Captain 11, the position was posted internally, they interviewed three candidates, and promoted Mike Cogswell. The Lieutenant 13 position Cogswell vacated will be posted shortly. They've received three new firefighter applications and chose to interview two. Both are now scheduled to take their occupational health screen and physical ability tests this week. They are aware of one former Osseo (and Brooklyn Park) firefighter who may be re-applying soon after being away for a few years. He still carries an active EMT certification. They believe he'll be eligible to have his previous fire certifications re-activated without having to go through classes again. They recently engaged with a new vendor for the NFPA-1582-compliant occupational health screen and physical ability tests that will qualify us to leverage FEMA SAFER grant funds administered by the MSFDA to get reimbursed for both of those tests as well as a new set of turnout gear for each new hire. They plan to ramp up our recruiting outreach later this summer into the fall. This will give the new admin the chance to learn the screening and onboarding process with the few they have in progress now before taking on another batch of applicants and new recruits.

Call Summary

Phenow reviewed the calls for service for 2022 year to date, noting the City had 33 mutual aid calls. For the first six months of the year, they've averaged just under 32 calls per month. This is up a bit from the same time last year, but calls were down those months during COVID.

Training Schedule Update

Phenow stated in the first half of the year, they completed our required annual Hazardous Materials, Blood-Borne Pathogens, Right-To-Know, Lock-Out/Tag-Out, Confined Space Entry Awareness, and EMR Refresher courses, among other training. They also received training on our new Holmatro battery-powered vehicle extrication tools, which performed significantly better than our hydraulic-powered tools. The back half of the year is booked up with outside (paid) training sessions. FY23 (July '22 – June '23) is the second year of the state's biennial budget and they expect to receive redistribution funds for training expenses incurred above and beyond our department award from the Minnesota Board of Firefighter Training and Education (MBFTE).

Equipment Updates

Phenow stated our two 2021 recruits received the new bunker gear that they were sized for in December. In January, the Council accepted a donation from the OFDRA for various projects. Using these funds, they've purchased and put into service:

- Station upgrades for improved OSHA compliance, including:
 - eye-wash station
 - cabinet for storage of flammable liquids
 - first-aid cabinet
 - SDS (Safety Data Sheet) station
- Multi-gas monitor equipment, including:
 - 4 multi-gas monitors
 - automated calibration system
 - 4-port charger
 - calibration gas cylinder stand
 - calibration gas cylinder
- Battery-powered extrication tools, including:
 - cutter
 - spreader
 - ram
 - extension pipe
 - batteries
 - chargers
- Fire Hose
 - twelve 50' lengths of 1-3/4" yellow attack hose
 - two 8' lengths of 1-3/4" yellow attack hose

Phenow reported the department was planning the mounting of the new extrication tools and chargers in the Engine. WSB has conducted their proposed work to review the water system properties, calculate water demands, and perform the field tests on the hydrants. They are in the process of calibrating the model with the test results, calculating available fire flow, and updating the city's DataLink GIS system. The new administrative assistant has surveyed the city's hydrants for current paint conditions. They've determined that at least 94 of the 120 hydrants should be painted. They'll be scheduling this with the painting vendor in the coming months. The OFDRA recently approved a donation to the Fire Department for MCI (Mass Casualty Incident)

"go bags" to be deployed in the case of any (ASHER) Active Shooter / Hostile Event Response. This donation will be presented to the council at an upcoming meeting. Emergency Apparatus Maintenance, Inc. was back out in April and performed the annual pump testing on Engine 11 and Tanker 11, both of which passed without any issues. The breathing air compressor was inspected and serviced in March by Alex Air Apparatus and passed without any issues. The hoses and ladders were tested by FireCATT in June. 90 feet of ladders were tested with no failures. 5,400 feet of hose was tested and two 50-foot sections failed. Fire extinguishers will be inspected this fall.

Update on Public Service Administrative Assistant Position

Phenow stated at the last PSAC meeting in March, the proposal to hire an administrative assistant was discussed. The Council subsequently approved the position description and the posting of the position. The position was posted on April 14, 2022. In two-and-a-half weeks, \ 15 applications were received. They reviewed them all in detail and the top 5 candidates were interviewed. Jamie Lee-Rakos stood out for her professionalism as well as the breadth and depth of her skills and experience. The Council approved hiring her on May 23, 2022, for 20 hours per week. She started on May 25, 2022. Jamie has completed her initial onboarding, set up her laptop, set up various user accounts, reviewed department policies and documents, assisted with new firefighter interviews and screening, made updates to the department web pages, set up new vendors, procured supplies, taken on the handling of mail and expense reporting, updated various department forms, assisted with a station tour, surveyed fire hydrants, completed document scanning and filing, assisted with inventory management, assisted with promotion and offboarding tasks, helped line up training for upcoming recruits, and more. The first seven weeks of her tenure has gone as well as could possibly be expected. She is excited and engaged and has attacked each new task with gusto. We have been communicating and coordinating well, despite the challenges presented by my schedule, and we continue to expand her duties and projects. Her primary goal will continue to be to lead the recruiting, screening, and onboarding processes in order to ensure continued adequate staffing. Beyond that, we will continue to layer in other responsibilities and projects to help ensure the department remains staffed, trained, equipped, funded, compliant, and sustainable.

Hultstrom questioned where Ms. Lee-Rakos was working from. Phenow indicated Ms. Lee-Rakos has been set up with a laptop and has been working from the dispatch room the most.

Stelmach stated it was great for the fire department to have an administrative assistant on board.

B. Police Department - Chief Shane Mikkelson

Staff Updates

Mikkelson stated in February 2022, Officer Nick Englund resigned and started with the Champlin Police Department. At that time, they started the process of hiring a replacement. They posted the position, interviewed, and came up with a list of candidates. They were then advised that Officer Lamers was leaving for the Champlin Police Department. They have sent two people through all the required phases of hiring, Officer Chad Malmon started on June 28, 2022, and Officer Matthew Beyer will start on July 11, 2022. They will both go through four months of training with the training officers before they will be on their own.

Overall Department Summary

Mikkelson stated the department struggles with staffing shortages and keeping the schedule filled. They are down to four officers working the road with two in training. They have had to adjust the schedule to accommodate the shortages, and They are struggling with getting part-time help to fill shifts. They have canceled all short notice days off, and officers are working forced overtime to fill the vacancies. This is not something that is only affecting the department but all policing agencies. The call load has stayed steady with last year even though they are short-staffed. Last year was the second-highest call load in the last ten years. They have started to climb in calls for service as the weather warms. That is a very natural progression that they see every year.

Hultstrom reported the League of Minnesota Cities was recognizing the statewide need for more police officers. Mikkelson estimated there were over 1,000 openings in law enforcement throughout the State at this time.

Mueller asked what the Chief's wish list would be for the police department at this time. Mikkelson stated ideally, he would like to have one more supervisor and two more officers. Further discussion ensued regarding how the staffing model for the Police Department had changed over the years, along with how it was becoming increasingly difficult to find part-time officers to assist with filling shifts. He commented further on the culture that had been created within his department and discussed how much his officers enjoyed working for this community and the residents.

Mueller believed the residents were lucky to have a dedicated police department with officers who enjoyed serving this community.

Call Summary (2022)

Mikkelson reviewed the call summary from January 2022 through June 2022 with the committee.

Equipment Updates

Mikkelson stated he just replaced two old squad computers with new ones. They will also be slowly replacing some of our tasers as they come to their operational end.

Squad Vehicle Updates

Mikkelson stated all squads were up and running with little or no issues.

Update on Night to Unite 2022 Event

Mikkelson stated the process for Night to Unite planning has been moving along since February of this year. The planning group will be putting on an excellent get-together. This community event will include the following.

- Hotdogs, chips, and water – Provided by MaxCakes
- Ice Cream – Provided by the Osseo Lions
- Face painting
- Caricatures – Twin Cities Caricatures
- Bounce Houses
- Emergency Vehicle Tours (police, fire, ambulance, public works, school bus, tow truck)
- Yard Games
- Coloring Contest – prizes for the following age groups 2-5, 6-10, and 11+.

- Demonstrations by Osseo Fire (Extrication using new Electric Extrication tools) and PD (Taser)
- Food Donations for the food shelf
- Puppy Bowl (puppies will be in a designated area and will be available for adoption) – No Dog Left Behind, an adoption center, is hosting this and will coordinate adoptions if anyone wants to adopt a dog.
- DJ – K2 Light and Sound -Bubbles and chalk

Mueller stated the organizing committee was still seeking volunteers and those interested should contact the police chief.

Update on Police Supervisor Position

Mikkelson stated he would like to add a position to the police department to help with the tasks of running a police department. In the last three years, running a fully functioning police department has become more complex and demanding, with the generational transformation of policing before George Floyd to after George Floyd has been a difficult transition. The ever-changing landscape of policing has put many more unfunded mandates on leadership. From policy changes to staffing struggles policing has changed in a short amount of time. These pressures are not only from politicians. It is also coming from the community; those words have been loud and clear. In short, Mikkelson needs some help to fill the mandates as a chief and fill in at night. Today an officer's mistake can ruin a department/city for years. There are growing opportunities for the department to be involved in more complex type calls and asking officers to work alone without a supervisor is becoming outdated. As the risk for police officers goes up, the time to get a supervisor on the street to help them becomes more and more critical. Mikkelson would like to promote a Lieutenant. This position would be on a salary and out of the union. This position would be able accommodate schedule changes quickly and assist with filling days off, training days, and if they see officers leaving the department. If the position is not a part of the union, they can assist with internal investigations and do all the duties of the Chief. This position with salary and benefits would cost around \$120,000 a year.

Hultstrom asked how the committee members felt about the police supervisor position.

Hartkopf asked if a current person would be promoted or would a new position be created. Mikkelson stated he was looking to add a new position to the department bringing the number of sworn officers to eight. He explained he was hoping to promote someone from within and would then have to hire another police officer.

Hartkopf indicated he did not want to see the police department getting priced out. He feared if the costs for the department got too high, the City would have to contract police services with the County. He stated he could support promoting a current person to a supervisory position without hiring another officer. Mikkelson indicated this would create a patrol officer that was a lieutenant, and this would not help him.

Hultstrom stated she understood Hennepin County was having trouble as well and anticipated they would have a hard time contracting out their services. Mikkelson reported he would only pursue this position if the residents of Osseo supported this addition. He stated he had the same pricing concerns.

Hartkopf discussed how policing had changed over the past five to ten years.

Hultstrom commented she did not believe it was safe to only have one officer working at night, especially with the way crime has increased in the metro area.

Stelmach explained he supported the City having its own police department. He understood the policing environment had changed in the past several years and he was sensitive to the cost. He stated he was comfortable paying a little more in taxes in order to keep the police department local because it was part of the community's culture.

Hultstrom agreed the police department was a cornerstone in the community. She did not believe the residents of Osseo would be happy if they didn't have a local police department that knew them by name. She feared the other options available to the City would properly serve the community.

Stelmach indicated the police department may have to make the public aware of how many calls for service they are responding to in order to keep awareness up.

Mueller reported Osseo was a highly sought-after community, people want to live in Osseo and houses do not stay on the market long. She supported the police department/city completing rounds of communication with the residents regarding the benefits of the Osseo Police Department. She stated she would be willing to assist with this campaign.

Hegerle supported the Council discussing this additional position further.

The consensus of the committee was to direct the Council to further discuss a police supervisor position.

Discuss Reserve Officers Writing Citations

Mikkelson stated he would like to ask the Council to allow the reserve officers of the department to write citations on local ordinances. This would help during snow emergencies, parking issues and would allow the reserve officers to help on duty personnel in a more constructive way. Currently the reserve officers mostly work weekend nights with just patrolling the streets. This would add to their experience as a reserve and would give them reasons to be more active. They could then use reserves for special details during all of our events and busy daytime hours to assist our patrol officers with some of the tasks that get put lower on the list when they are busy.

Stelmach commented on the value of reserve officers and stated he liked this idea. He wanted to be assured the reserve officers were properly trained to be set up for success.

Hartkopf stated if State Statute allows this, he was all for it. He believed this would be a great addition to the community. Mikkelson reported State Statute does allow this and noted neighboring communities (Robbinsdale, Crystal) had reserve officers in place.

Hultstrom explained she supported reserve officers having a presence in the community as well.

Discuss Catalytic Converter Ordinance

Mikkelson stated across Minnesota, they have observed an increase in catalytic converter thefts because of the precious metals that can be recycled. Below is a suggestion for an ordinance for

police officers to try and combat the issue. They have hosted a catalytic converter clinic which put a serial number on the catalytic converter for our residents. During that clinic, they had 56 cars come through the clinic in three hours. They know this is a concern for our residents, and they currently have no way to take action against people possessing a catalytic converter unless they catch them in the act. Below is the language of the ordinance:

No person shall be in possession of a catalytic converter that is not attached to a motor vehicle unless the individual can provide verification of legal receipt of the catalytic converter or proof of compliance with the requirements in Minnesota Statutes, Section 325E.21, Subd. 1b

Stelmach stated he supported the City passing an ordinance.

Hartkopf, Muller and Hultstrom concurred.

Hegerle recommended this be done, especially considering other communities were also pursuing this same type of ordinance.

Discuss Solicitors Ordinance

Mikkelson stated currently, the City issues permits for solicitors, peddlers, and Transients Merchants. In the current setup, the person/business would fill out the forms attached and turn them in to the police department. At that time, a background check is done on the person submitting the form and any listed employee. Then a permit is issued to the person/business so they can sell in Osseo. He reviewed the language within the current ordinance in further detail with the committee.

Hartkopf commented he believed the ordinance language was fine, but additions should be made to address storm chasers or tree cutting companies. He supported all solicitors being issued a laminated ID from the police department.

Mueller asked what the current process was for solicitors. Mikkelson discussed the process that was followed currently noting a permit and background check was required from the City. He explained sometimes there was confusion upon where the Maple Grove and Brooklyn Park borders were. He noted he could laminate IDs for solicitors if the committee supported this recommendation.

Hegerle asked if solicitors had to pay a fee.

Hultstrom reviewed the fees for solicitors permits.

Further discussion ensued regarding the difference between a for-profit businesses versus non-profits and politicians when it comes to solicitor licenses.

Stelmach supported the cost for the IDs being rolled into the permit fees. He recommended the IDs be dated.

Hultstrom concurred. Mikkelson stated he may be interested in purchasing a new ID machine in order to streamline this process.

Hegerle anticipated requiring solicitors to carry an ID badge from the City would raise awareness for the public.

Mueller agreed and suggested an article be included in an upcoming newsletter regarding the proposed changes to the solicitor's ordinance. The Committee agreed.

Discuss 4-Way Stop Sign at 4th Avenue NE and 1st Street NE

Mikkelson stated a Councilmember recently was asked about potentially adding stop signs at this location to make it a 4-way stop. There are stop signs at 1st Street NE, but not at 4th Avenue NE. This is an area that we have not many complaints about speed, however, the Councilmember reports that residents at this intersection say there have been a number of close calls with vehicle accidents. There are stop signs on 4th Avenue at Broadway Street E, 2nd Street NE, 3rd Street NE and 4th Street NE. Mikkelson stated he has no opinion on whether there should be a 4-way stop sign at that location. He questioned if the PSAC wants to recommend a 4-way stop at this location.

Grams stated there were seven houses in this area that supported having stop signs installed. He reported public works staff would be able to install the signs.

Mueller supported the installation of the requested stop signs, especially given the fact the residents in the area had made the request.

Hegerle indicated he drove through this area today and noted it was difficult to view traffic coming from the south. He stated he supported the proposed stop sign request.

Stelmach agreed. He suggested Staff to put a message in the City newsletter that encourages residents to report speeding traffic to the police department. Mikkelson stated he would do this, noting calls to the department were better than comments or complaints on Facebook.

The consensus of the Committee was to recommend the 4-way stop signs be installed at 4th Avenue NE and 1st Street NE.

C. Administration Department - City Administrator Riley Grams

Update on LELS Contract Negotiations (2023-2025)

Grams stated the City's police contract negotiation team (including the City Administrator, Mayor Duane Poppe and Councilmember Larry Stelmach) met with Law Enforcement Labor Services (LELS) agent Tim Gannon and Officer Smith on June 27, 2022, to kick off the negotiations for the upcoming Police contract. The meeting lasted approximately two hours and covered a wide range of negotiation points throughout the contract. They made excellent progress for our first sit down meeting and will continue negotiations and eventual agreement in the coming weeks. After the updated draft contract is complete, it will be sent to the City Council for consideration and eventual approval. The major themes of the contract negotiations center around officer recruitment and officer retention.

Discuss New Sidewalk Panels on Central Avenue

Grams stated as part of the 2021 Central Avenue reconstruction project, new sidewalk was poured on the City Hall block, replacing the aging and failing pavers. This was done in order to

provide safer sidewalks located at a public facility. Since then, and over the winter, the City has received a few complaints about the style of sidewalk panel and the potential for slip conditions. The bid package for the project included a final sidewalk panel style called “window” panels. This includes a smoother edge around the standard broomed finish. This style is purely decorative. The City has received some reports that during the winter, snow and ice on top of the edges of these panels cause some slipping issues. After speaking to the City Engineer, he understood that as time goes on these slick edges will rough up and provide better traction. However, he was in contact with the public works to consider some type of measure to slightly “rough-up” the panel edges to provide better traction. We have yet to make a final decision on this to date, but will this summer/fall ahead of the upcoming winter season.

6. REPORTS OR COMMENTS

Grams thanked all of the public safety employees, Fire Chief Phenow and Police Chief Mikkelson for their tremendous service to the community. He understood this was a tough time to be a public servant and he believed they did not get the recognition they deserved.

7. ADJOURNMENT

A motion was made by Hartkopf, seconded by Mueller, to adjourn the meeting at 7:44 p.m. The motion carried 5-0.

Respectfully submitted,

Heidi Guenther
Minute Maker Secretarial



Public Safety Advisory Committee Meeting Item

Agenda Item:	Fire Department Updates
Meeting Date:	March 22nd, 2023
Prepared by:	Mike Phenow, Fire Chief
Attachments:	OFD Call Summary 2022 OFD Response Report 2022 OFD Certification of Service Credit 2022 OFD Weekly Schedule 2023

Staff Updates

Current Staff		Changes Jun '22 – Mar '23		Position Changes Jun '22 – Mar '23		
				Person	Previous	New
Officers	8	Hires	4	Cindy Stearns	Applicant	Recruit
Chief Officers	2	Resignations	6	Dylan Kamp	Applicant	Recruit
Captains	2	Net Change	-2	Luke Churchill	Firefighter	Lieutenant 13
Lieutenants	4	Recruiting Funnel		Nic Martinson	Firefighter	Terminated
Firefighters	10	Applied (Qualified)	8	Erin Lynne	Applicant	Probationary
Probationary	1	Interviewed	8	Dylan Kamp	Recruit	Resigned
Recruit	1	Passed Screening	4	John Nyquist	Firefighter	Resigned
Total Current Staff	20	Approved by Council	4	Andrew Larkins	Firefighter	Resigned
Target Staff	30			Pat Lundgren	Firefighter	Resigned
				Cindy Stearns	Recruit	Probationary
				Troy Stalcar	Lieutenant 14	Firefighter
				Travis Anderson	Firefighter	Lieutenant 14
				Troy Stalcar	Firefighter	Leave
				Erin Lynne	Probationary	Resigned
				Andreas Aristidou	Applicant	Recruit

Since the PSAC last met in July, there have been many personnel transitions. The Lieutenant 13 position got filled, Lieutenant 14 stepped down and we filled that position. 4 people joined the department and 6 people left (2 of which were from the 4 that had joined). One recruit transitioned to probationary and one firefighter went on leave.

Recruitment and retention continues to be a major struggle, as it is for all public safety agencies.

Our Administrative Assistant Jamie has been invaluable in helping, not only to process all of these transitions, but also to work on creative ways to recruit. After the new year, she began a big push to get more applicants. She posted the position to Indeed, advertised it on the gateway sign, increased social media posts, and more. And it appears to be working pretty well. We recently got one applicant all the way through the screening process and hired. There are 4 more that are working their way through the screening process. There have been another 8 people who have expressed interest, but not yet applied, or who have applied, but don't live within the response area.

We're currently sitting at 20 members. If we get the next 4 hired, that puts us at 24. They'll all need to get through class before they're fully able to respond. We'll need to continue to recruit and hire aggressively, as there is likely to continue to be turnover – from retirements, from new members not making it, and from members unable to make the required minimums.

Call Summary (2022)

See attached for a summary of calls for 2022.

For the year, we've averaged just under 30 calls per month. This is in line with historical trends.

Of our 65 mutual aid calls, the breakdown by city is as follows:

City	Calls
Brooklyn Park	45
Brooklyn Center	10
Maple Grove	3
Champlin	2
Dayton	2
Rogers	1
Robbinsdale	1
New Hope	1

We've spent a lot of time over the past few years attempting to develop, test, and implement a new participation policy to be able to fairly and consistently ensure members are participating in calls, drills, and meetings and that we're responding, training, and operating at the levels we need to. The Council approved the new policy early last year and it went into effect April 1st. Since then, we've been tracking and reporting against the policy. We have also developed the Certification of Service Credit Report now mandated by the Office of the State Auditor. I've attached a copy of the summary report with the names redacted. As you can see, we did not get the participation that we would have liked. Of the 18 members who were active the whole year, only 6 met the required minimums for the 3 quarters the policy was in effect. 4 missed 1 quarter, 5 missed 2 quarters, and 3 missed 3 quarters.

I developed a new report format to track our responses against targets for number of responders and for response time. I picked 7 responders and 7 minutes as the targets, meaning that we'd like to have at least 7 people respond each time we're called and we'd like to have a truck to the scene in 7 minutes or less. As you can see in the report, we have been about 40 and 60% attainment of each goal each month. I'd like to see that number up over 90%.

Training Schedule Update

See attached training schedule for 2023.

We have another full training schedule this year. We've already completed our required annual Hazardous Materials, Blood-Borne Pathogens, Right-To-Know, Lock-Out/Tag-Out, and EMR Refresher courses, among other training.

The front half of the year is booked up with outside (paid) training sessions. FY23 (July '22 – June '23) is the second year of the state's biennial budget and we expect to receive redistribution funds for training expenses incurred above and beyond our department award from the Minnesota Board of Firefighter Training and Education (MBFTE).

Equipment Updates

Our probationary member received their new bunker gear that was ordered for them shortly after they were hired last summer.

The OFDRA has made a number of donations for various projects. We're at various stages of planning, procurement, or putting into service equipment purchased with these funds:

- tools for the station toolbox
- bags for mass-casualty / active-shooter incidents
- suction device
- ballistic vests
- CPR device

We also were able to finally get on the schedule of the company that will be painting the fire hydrants. They expect to be out to complete the work in May.

Emergency Apparatus Maintenance, Inc. was out recently to perform annual inspection and service on all 4 apparatus and pump testing on the two pumper. There were a number of minor issues found that they have been back out to address. There is one larger issue with the cab-lift system on the Tanker that we may have to consider having repaired.

Jefferson Fire was recently out to perform annual testing and maintenance on our Holmatro extrication tools.

The SCBA packs were all recently flow tested by MacQueen Emergency with no issues found. Fire department members had their annual SCBA mask fit tests performed

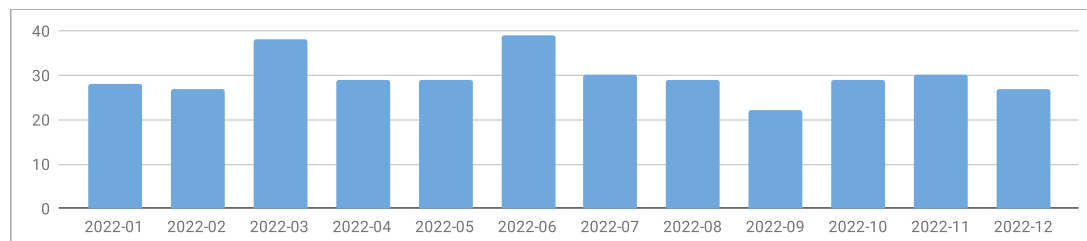
Recommendation to Hire a Full-Time Chief

Despite being a small jurisdiction, there are many large challenges facing the department. Over the course of 6 years as a firefighter, 7 years as a captain, and 4 years as chief working to tackle as many of these challenges as possible, I have come to the opinion that these challenges are too numerous and too large to be effectively managed by a part-time position while maintaining reasonable levels of service, compliance, risk, and liability.

My proposal would be to budget for the position during this summer's budget process for the 2024 budget. If approved, the position could then be opened up for applications in early 2024.

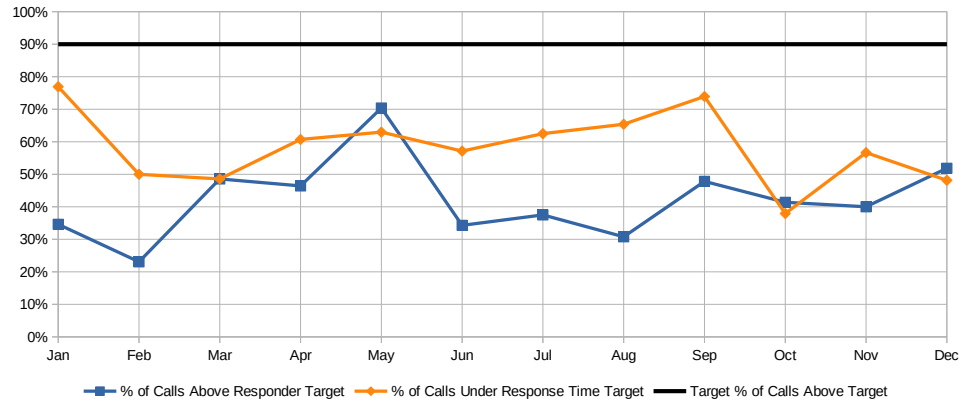
OFD Call Summary (2022)

COUNTA of Code Category	Code	YYYY-MM												Grand Total
		2022-01	2022-02	2022-03	2022-04	2022-05	2022-06	2022-07	2022-08	2022-09	2022-10	2022-11	2022-12	
EMS	HEART	9	7	10	5	5	5	9	5	4	6	5	6	76
	LIFT ASSIST	6	5	5	3	3	2	1	8		2	3	3	41
	UNCONSCIOUS	2	2	1	2	5	1	1		3	3		3	23
	STROKE	1	3	1		1	4	1				3		14
	HEAD INJURY	1	1			3	2	2	1			2	1	13
	CARDIAC	1		3			1	3			1		1	10
	FALL			1	2		1			1		1	1	7
	DIABET	1		1		2		1	1			1		7
	EMS/PRI 1	2							2			1		5
	PAIN		1	1				1			1			4
	DOWN				1		1			1	1			4
	BREATH			1			1				1			3
	OB			1			1							2
	INSULIN PROBLEM									2				2
	SEIZ											1		1
	CHOK										1			1
	BONE					1								1
EMS Total		23	19	25	13	20	19	19	17	11	16	17	15	214
Fire	ALM FIRE/APARTMT				2	1	2		1	2	4	2	1	15
	ASSIST/FIRE		1				1	1	1	1	2		2	9
	ALM FIRE/BUSINESS	1			1		1		1	1		2	1	8
	WIRE DOWN			1	1	1				1			1	5
	GAS ODOR	2	1					2						5
	ACCIDENT/PI		1				1			1		1	1	5
	ALM CARBON MONOX						1		2			1		4
	WIRE ARCING			1		1							1	3
	SMOKE INDOORS		1		1						1			3
	INSP			1			1							2
	ALM FIRE/SCHOOL	2												2
	ALM FIRE/HOUSE					1			1					2
	HOUSE				1									1
	HAZMAT			1										1
	FIRE/PRI 3							1						1
	CKBURN										1			1
	APT						1							1
	ALMTBL											1		1
	ALMFAL								1					1
Fire Total		5	4	4	6	4	8	4	7	6	8	7	7	70
Mutual Aid	MA-HOUSE FIRE		3	2	4	3	7	5	2	3	1	2	3	35
	MA-APARTMENT FIRE			1	4	1	1	1	2	1	2	2	1	16
	MA-GARAGE FIRE		1	1	1		2	1		1	1	2	1	11
	MA-BUSINESS FIRE			2							1			3
Mutual Aid Total			4	6	9	4	10	7	4	5	5	6	5	65
Stand-By	SB-UNCONSCIOUS					1	1		1					3
	SB-CARDIAC			1			1							2
	SB-PI ACCIDENT				1									1
	SB-HEART			1										1
	SB-DIZZY			1										1
Stand-By Total				3	1	1	2		1					8
Grand Total		28	27	38	29	29	39	30	29	22	29	30	27	357



OFD Response Report 2022

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
# of Calls	26	26	35	28	27	35	32	26	23	29	30	27
Responders												
Target # of Responders	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Average # of Responders	5.8	5.8	6.8	8.4	7.7	6.0	6.4	6.0	7.3	5.9	6.6	7.3
# of Calls Above Responder Target	9	6	17	13	19	12	12	8	11	12	12	14
% of Calls Above Responder Target	35%	23%	49%	46%	70%	34%	38%	31%	48%	41%	40%	52%
Response Time												
Target Response Time (min)	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Average Response Time	5.8	7.6	8.3	9.1	7.5	7.7	8.0	6.1	6.3	7.9	10.8	8.6
# of Calls Under Response Time Target	20	13	17	17	17	20	20	17	17	11	17	13
% of Calls Under Response Time Target	77%	50%	49%	61%	63%	57%	63%	65%	74%	38%	57%	48%
Target % of Calls Above Target	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%



OFD Certification of Service Credit

2022

#	2022 Effective Start Date	2022 Effective End Date	Effective Months	Q1	Q2	Q3	Q4	Total Good Quarters	Months of Service Credit
1	Jan 1, 2022	Dec 31, 2022	12	1	1	1	1	4	12
2	Jan 1, 2022	Dec 31, 2022	12	1	0	0	0	1	3
3	Jan 1, 2022	Dec 31, 2022	12	1	1	0	1	3	12
4	Jan 1, 2022	Dec 31, 2022	12	1	0	0	0	1	3
5	Jan 1, 2022	Dec 31, 2022	12	1	1	1	1	4	12
6	Jan 1, 2022	Dec 31, 2022	12	1	1	1	1	4	12
7	Jan 1, 2022	Dec 31, 2022	12	1	1	1	1	4	12
8	Jan 1, 2022	Dec 31, 2022	12	1	1	0	0	2	6
9	Jan 1, 2022	Dec 31, 2022	12	1	0	0	0	1	3
10	Jan 1, 2022	Dec 31, 2022	12	1	1	0	0	2	6
11	Jan 1, 2022	Dec 31, 2022	12	1	1	0	0	2	6
12	Jan 1, 2022	Dec 31, 2022	12	1	1	1	1	4	12
13	Jan 1, 2022	Dec 31, 2022	12	1	1	0	0	2	6
14	Jan 1, 2022	Dec 31, 2022	12	1	1	0	0	2	6
15	Jan 1, 2022	Dec 31, 2022	12	1	1	1	0	3	12
16	Jan 1, 2022	Dec 31, 2022	12	1	1	0	1	3	12
17	Jan 1, 2022	Dec 31, 2022	12	1	1	1	1	4	12
18	Jan 1, 2022	Dec 31, 2022	12	1	1	1	0	3	12
19	Aug 8, 2022	Dec 31, 2022	5	---	---	1	1	2	5
20	Nov 14, 2022	Dec 31, 2022	0	---	---	---	0	0	0
21	Jan 1, 2022	May 1, 2022	3	1	---	---	---	1	3
22	Jan 1, 2022	Jul 1, 2022	5	1	1	---	---	2	5
23	Jan 1, 2022	Aug 22, 2022	8	0	0	0	---	0	0
24	Aug 8, 2022	Oct 22, 2022	3	---	---	1	1	2	3

OFD Weekly Schedule 2023

Q1 \$	Jan	5	1	Training	*	HazMat	FIRE (Chip)
		12	2	Meetings		Gambling, Relief, Dept	
		19	3	Testing	*	SCBA Mask Fit Testing	MacQueen
		26	4	Training	*	BBP / RTK / LOTO / CSEA	FIRE (Chip)
	Feb	2	1	Training	*	EMR Refresher (6pm)	North
		9	2	Meetings		Board, Gambling, Relief, Dept	
		16	3	Training		EVOC: Classroom	SCSU
		23	4			4 th Thursday	
	Mar	2	1	Training	*	EMR Refresher (6pm)	North
		9	2	Meetings		Gambling, Relief, Dept	
		16	3	Training		Burn Trailer (6pm)	IAFT (Slim)
		23	4			4 th Thursday	
		30	5	Officers		Officers: Emergency Management	FIRE (Chip)
Q2 \$	Apr	6	1	Training	*	EVOC: Classroom	FIRE (Chip)
		13	2	Meetings		Gambling, Relief, Dept	
		20	3	Training	*	EVOC: Driving	FIRE (Chip)
		27	4			4 th Thursday	
	May	4	1	Training		SCBA Trailer	CFRT (Zip)
		11	2	Meetings		Board, Gambling, Relief, Dept	
		18	3	Training		Burn Trailer (6pm)	IAFT (Slim)
		25	4			4 th Thursday / Memorial Day	
	Jun	1	1	Training		Electric & Hybrid Vehicle Safety	FIRE (Chip)
		8	2	Meetings		Gambling, Relief, Dept	
		15	3	Training		Mayday / RIT Rescue	FIRE (Chip)
		22	4			4 th Thursday	
		29	5	Officers?		5 th Thursday	

Q3	Jul	6	1			Independence Day	
		13	2	Meetings		Gambling, Relief, Dept	
		20	3	Training		Mass Gross Decon	OFD
		27	4	Training		Active Shooter (ASHER) (w/ OPD)	FIRE (Chip) PD
	Aug	3	1	Training		Pumping	OFD
		10	2	Meetings		Board, Gambling, Relief, Dept	
		17	3	Training		Ladders, Ropes, Knots	OFD
		24	4			4 th Thursday	
		31	5	Officers		Officers: TBD	FIRE (Chip)
	Sep	7	1	Training		Search & Rescue (Tower?)	OFD
		14	2	Meetings		Gambling, Relief, Dept	
		21	3	Training		Initial Attack	OFD
		28	4			4 th Thursday	
Q4	Oct	5	1	Training		Auto Extrication	OFD
		12	2	Meetings		Gambling, Relief, Dept	
		19	3			MEA Weekend	
		26	4	Training		Preplans & Walk-Throughs (6pm)	OFD (Hugh)
	Nov	2	1	Training		Driving & Wayfinding	OFD
		9	2	Meetings		Board, Gambling, Relief, Dept	
		16	3	Training		Mutual Aid	OFD / BP?
		23	4			4 th Thursday / Thanksgiving	
		30	5	Training?		Scene Preservation / Fire Investigation?	HCFIT?
	Dec	7	1	Training		Preplans & Walk-Throughs (6pm)	OFD (Hugh)
		14	2	Meetings		Gambling, Relief, Dept	
		21	3	Training?		Scene Preservation / Fire Investigation?	HCFIT?
		28	4			4 th Thursday	

* Mandatory All training sessions start at 7pm unless otherwise noted

Scheduled – Internal (Flexible Scheduling) – Needs to be Scheduled



Public Safety Advisory Committee Meeting Item

Agenda Item: Police Department

Meeting Date: March 22, 2023

Prepared by: Shane Mikkelsen, Chief of Police

Attachments: Many attachments

Staff Updates:

We currently have been down in staff because of several unforeseen events. We currently have two officers out on injury, one officer looking to leave the department, and one officer on Field Training. If the one officer looking to leave does leave the department, we would be down to 4 officers running a full-time police department. I hope that does not happen, but we are working with other departments to ensure we can cover our shifts.

Overall Department Summary/Future Department Staffing:

Our department struggles with staffing shortages and keeping the schedule filled. As these challenges seem to grow daily, the command staff has put some information together that we hope will help keep the number of officers up. Below is a list of top-priority items for our department.

- Having the department go full time three more full-time officers
- Raising the pay of officers through contract negotiations.
- Adding a Community Service Officer to the department to help with more routine police business
- Instituting a retention bonus/signing bonus.

Please see the attached document with information about costs associated with any of these transitions.

Call Summary

Attached is a call summary from July 2022 to March 2023.

Equipment Updates:

No new updates.

Squad Vehicle updates:

We have our squads up and running with little or no issues.

Update on New Full-Time Officer Hires:

In 2022 we hired Officers Malmon and Beyer. Both officers are out on their own. In early 2023 we hired Officer Matthew Peterson. He is about halfway through his Field Training Program, and we are eagerly awaiting his graduation.

Update on Police LT. Todd Kintzi

Todd Kintzi is doing well. He has been officially in that position since February 1st, 2023.

Parking issues on County Road 81 Service Road

We have been battling a business on County Road 81 Service Road West that wants to park its cars, either for sale or to be fixed, on the service road instead of the driveway. We have been ticketing and towing vehicles violating our parking ordinances, but that has not been a deterrence. We have been working with the City Planner to record CUP violations and possibly bring the issue to the council. Please see the attachments.

Night to Unite Planning

The planning for Night to Unite has started with Felicia and Lt. Kintzi taking on the leadership role for the event. They met once in March and will continue to meet monthly until the event occurs in August.

Why retention is so important

The typical FTO period is 48 to 50 shifts without extensions or issues. That equates to 14 weeks.

- Each shift is 12 hours, so the total hours are 600 hours.
 - o 30.43 per hour = \$18,258
 - o Trainer 10 years 41.07 per hour = \$24,642.00
 - o Trainer gets per contract 2 hours comp time per shift 100 hours = \$6,000.00
 - o Uniform allowance = \$1000.00
 - o Insurance 3 months \$1,600.00 per month = \$4,800

Total = \$54,700.00

This total does not include PERA and other benefits.

A typical officer for one year starting salary is \$63,294.40 per year plus benefits. Starting an officer at the first step will cost the city about 90,000.00 annually. Adding three officers would cost our city 270,000.00 to the budget. This would allow our department to run shifts with two officers per shift and one officer that can work a swing shift. That swing shift would allow coverage to stay at two officers per shift.

With any addition to our department, we would incur several additional costs listed below.

- Building renovation No room for more officers
 - o Officer Area
 - o Lockers
 - o Training room
- More handguns
- More radios
- More body cameras
- More squads/computers/cameras

CSO

This position can handle calls for service like animal calls, found property, parking, and ordinance violations. They can also assist in running property to BCA/Hennepin County, taking squads to be fixed. To attract suitable candidates, we would have to officer 19.00 to 21.00 dollars per hour and pay for schooling for someone in a tract to be a police officer. The position would not offer benefits but would come with an offer of a job and a promise to stay for three years.

Retention and signing bonus.

This is a new development in the Law Enforcement field to try and entice officers into the career and to keep officers with the agency. We are recommending that we institute both to not only keep the officers we have but to entice new officers to our department.

Labor Agreement for Years 2023-2025

BETWEEN THE CITY OF OSSEO AND LAW
ENFORCEMENT LABOR SERVICES LOCAL #182

City of Osseo, Minnesota &
Law Enforcement Labor Services Local #182

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LABOR AGREEMENT

This Agreement is made and entered into by and between the City of Osseo, hereinafter referred to as the Employer, and Local No. 281 of Law Enforcement Labor Services, Inc., hereinafter referred to as the Union.

Definitions.

For the purpose of this Agreement, the following terms and phrases shall have the meaning given to them:

EMPLOYER:	City of Osseo or its Representatives
UNION:	Law Enforcement Labor Services, Inc.
EMPLOYEE:	A member of the exclusively recognized bargaining unit.
OFFICER:	Officer elected or appointed by the Union.
MEMBER:	A member of LELS Local #182 in the bargaining unit to which this contract applies.

Article 1. Purpose of the Agreement.

This Agreement has as its purpose the promotion of harmonious relations between the Employer, its Employees, and the Union; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the Department; and the establishment of a formal understanding relative to terms and conditions of employment. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement is a pledge of this dedication.

Article 2. Recognition.

Section 1.

The Employer recognizes the Union as the Exclusive Representative under Minnesota Statutes 179A.03, Subdivision 8, for all Employees of the Osseo Police Department bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated June 10, 1992, Case No. 92-PCE-1868.

Section 2.

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Article 3. Management Rights.

Section 1.

The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs and level of services to be provided; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel, including right to freely employ and fire any number of part-time police Employees who do not qualify for recognition under Article 2 above; to determine whether services should be provided or purchased; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Section 2.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with the discretion of the Employer to modify, establish, or eliminate.

Article 4. Union Security.**Section 1A.**

The Employer agrees to cooperate with the Union in the deduction of regular monthly dues for those employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues in a manner to be determined by the Union and Employer.

Section 1B.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of Section 1A of this Article.

Section 2.

The Union may designate members to act as Stewards or Officers and shall inform the Employer of such choice and of any changes in Steward in writing.

Section 3.

The Employer agrees to make space available on the Employer bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the Department.

Section 4.

The Employer agrees to allow the Officers and Representatives of the Bargaining Unit reasonable time off and leaves of absence, with prior approval and without pay for the purpose of conducting Union business when such time would not be detrimental to the work programs of the Employer.

Section 5.

The Employer agrees to post on the Department bulletin board all promotional opportunities within the Bargaining Unit to publish the method by which promotions shall be made within the Bargaining Unit; and to make copies of all work rules and regulations available to Employees.

Article 5. Employer Security.**Section 1.**

Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, storage of work, or the absence in whole or part of the full, faithful, and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in conditions, compensation, or the rights, privileges, or obligations of employment would be considered grounds for dismissal per this contract.

Section 2.

Any Employee who engages in a strike, or otherwise violates Section 1 above, may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be within the Employer's sole discretion and shall be effective upon written notice served upon the Employee.

Article 6. Equal Application.

Section 1.

The provisions of this Agreement shall be applied equally to all Employees in the Bargaining Unit without discrimination as to race, color, sex, national origin, religion, political affiliation, or marital status. The Union and Employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.

Section 2.

The Employer shall not discriminate against, interfere with, restrain, or coerce an Employee from exercising the right to join or not to join the Union or participate in an official capacity on the behalf of the Union, which is in accordance with the provisions of this Agreement. The Union shall not discriminate against, interfere with, restrain, or coerce any Employee from exercising the right to join or not to join the Union and will not discriminate against any Employee in the administration of the Agreement because of non-membership in the Union.

Section 3.

The Union accepts its responsibilities as Exclusive Representative and agrees to represent all Employees in the Bargaining Unit without discrimination.

Article 7. Savings.

Section 1.

This Agreement is subject to the laws of the United States and the State of Minnesota.

Section 2.

In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated upon written request of either party.

Article 8. Grievance Procedure.

Section 1. Definition of a Grievance.

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2. Union Representatives.

The Employer will recognize Representatives designated by the Union as the grievance representatives of the Bargaining Unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.

Section 3. Processing of a Grievance.

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union Representatives shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal work hours provided that the Employer and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure.

Grievances, as defined by Article 8, Section 1, shall be resolved in conformance with the following procedure:

- Step 1.** An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the Employer. The Employer-designated representative (Police Chief) will discuss and give an answer in writing to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance, not resolved in Step 1 and appealed to Step 2, shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fourteen (14) calendar days after the Employer-designated representative's (Police Chief) final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be consider waived.
- Step 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative (City Administrator). The Employer-designated representative (City Administrator) shall give the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Employer-designated representative's (City Administrator) final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fourteen (14) calendar days shall be consider waived.
- Step 3.** If appealed, the written grievance shall be presented by the Union to the Bureau of Mediation Services (BMS) for a mediation session. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the mediation session. Any grievance not appealed in writing to Step 4 by the Union within fourteen (14) calendar days shall be consider waived.
- Step 4.** A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.
- Step 5. Arbitrator's Authority.**
- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to decide on any other issue not so submitted.
 - B. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close to the hearing or submission of briefs by the parties, whichever to be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the Arbitrator's interpretations or application of the express terms of this Agreement and to the facts of the grievance presented.
 - C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall by shared equally.

Step 6. Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled based on the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

Step 7. Choice of Remedy.

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 8 or a procedure such as: Personnel Rules and Regulations, Veteran’s Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 8, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 8. Except that with respect to statutes under the jurisdiction of the United State Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved Employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 8 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article 8.

Article 9. Safety.**Substance Abuse Policy.****A. Purpose.**

The purpose of the program is to increase workplace safety, job performance, and provide a means to provide help to people with substance abuse problems.

B. Policy Manual.

The Substance Abuse Policy will be given to all existing Employees and new hires.

C. Testing.

Testing will only be done under the following conditions:

1. Applications for hire.
2. Reasonable suspicion of substance abuse.
3. If an Employee is involved in a workplace accident (including accidents involving an Employer-owned vehicle) or if there is a workplace injury and reasonable suspicion of substance abuse warrants a test. Such determination shall be made by the Employee’s Supervisor or City Administrator, and an outside agency shall conduct the test.
4. Immediately following an Employee discharging a firearm (on duty). The discharge of firearms for training purposes or animal disposal shall be exempt from this requirement.
5. Voluntary basis.

Standards for the tests will be as follows:

1. Minnesota threshold detection levels will be followed with confirmatory retest automatically given. Except when the test is conducted after a workplace injury or accident or is otherwise conducted during the Employee’s regular scheduled shift, then the alcohol detection level shall be BAC .003.

2. It is recommended that the drug screening tests detect at a minimum the following drugs: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, opiates, pep, and THC-100 ng/mi.

Collection:

1. Employer can use any certified testing laboratory that meets State/Federal regulations.
2. The Employer will set up accounts at a collection and testing laboratory before any tests are required. Samples of blood and urine will be kept by the testing laboratory for a minimum of six (6) months.

Payment for Testing:

1. Employer will pay for initial and confirmatory testing and time for Employee at the applicable rate.
2. Employee will pay for any additional testing.

D. Employees Who Test Positive.

All Employees who test positive will be referred to the Employee Assistance Program for treatment.

Employees will be terminated under the following conditions:

1. Failure to cooperate with the testing procedures.
2. Employee found selling or distributing drugs.
3. Employee refuses to participate in a treatment program or fails to complete the treatment program or fails to comply with aftercare advice and instructions.
4. Drinking alcoholic beverages while on duty or illegal drug use while on duty is enough cause for discharge by itself. Neither testing nor enrollment in an Employee Assistance Program is required before discharging the Employee for either of these causes. Exceptions would be made for approved undercover work of reasonable use of medicine that contained alcohol.

E. Grievance.

All aspects of the policy and program shall be subject to grievance procedures under the applicable collective bargaining agreement.

Article 10. Seniority.

Section 1. Definition.

Seniority shall mean an Employee's continuous length of service with the Department since his/her last date of hire. An Employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, death, or leave of absence without pay. For the purposes of seniority only, time off due to disciplinary action will not be counted as Leave of Absence Without Pay. The Union shall prepare a seniority list to be submitted to the Employer for approval and posting.

Section 2. Lay Offs.

When a reduction in the work force becomes necessary, the Employee with the least seniority shall be laid off first. The last Employee laid off shall be the first to be returned to work. An Employee on lay off shall have an opportunity to return to work within twenty-four (24) months of the time of the Employee's lay off before any new Employee who qualifies for recognition under Article 2 above is hired. Recalled Employee's shall have fourteen (14) calendar days after notification of recall be registered mail at the Employee's last known address to report to work or forfeit all recall rights.

Section 3. Probationary Employees.

During the probationary period, a new hire or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted Employee may be return to his/her previous position at the sole

discretion of the Employer. The probationary period shall be one (1) year for new Employees, rehired Employees, and promoted Employees.

Article 11. Discipline.

Section 1.

The Employer will discipline non-probationary Employees for just cause only. Discipline will be in one or more of the following forms:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

Section 2.

An Employee who is to be suspended, demoted, or discharged shall receive a written statement of cause of the suspension, demotion, or discharge within seventy-two (72) hours after the action has been taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. The Union shall be provided with a copy of each such notice.

Section 3.

Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Such signature shall not be an admission of guilt but only an acknowledgement of receipt and the Employee shall have the opportunity to attach a response to the reprimand or notice to the copy in the Employee's personnel file. The Employee will receive a copy of such reprimands and/or notices. Upon written request of the Employee, a written reprimand shall be removed from the Employee's personnel record if no disciplinary action has been taken against the Employee for the same or related offenses within two (2) years following the date of reprimand.

Section 4.

Employees shall have the opportunity to request to have a Union representative, and/or attorney present when being questioned regarding a possible disciplinary action.

Section 5.

Employees may not be suspended without pay for more than sixty (60) working days at a time. Suspended Employees will not accrue sick leave or vacation while under suspension. Discharges will be preceded by a minimum five (5) calendar day suspension without pay.

Section 6.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Article 12. Work Schedules

Section 1. Normal Work Year.

The Employer is the sole authority in establishing work schedules. The normal work year for a full-time Employee shall consist of 2,080 hours to be accounted for by each Employee through a schedule of Personal Time Off (PTO) hours and

accumulated Compensatory Time (Comp Time). Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Section 2. Normal Shift.

The normal shift shall not exceed twelve (12) hours, nor be less than two (2) hours. An Employee will not be required as a normal shift to work a split shift during any one calendar day.

Section 3. Change in Shift.

When the Employer determines changes in work shifts are necessary, at least forty-eight (48) hours advance notice shall be given to Employees and posted.

Section 4. Less Than Normal Work Year.

An Employee working less than the normal work year shall not participate in any benefits provided by the Agreement. Part-time or temporary employees shall not participate in any benefits provided under this Agreement.

Section 5. Shift Assignments.

Shift assignments will be bid twice per year. Between January 1 and January 15 employees will bid for two (2) three-month periods covering February 1 through April 30 and May 1 through July 31. Between July 1 and July 15 Employees will bid for two (2) three-month periods covering August 1 through October 31 and November 1 through January 31. Bidding for shifts shall be based on seniority.

Article 13. Court Time.

Section 1.

An Employee who is required to appear in court during his/her off-duty time shall receive a minimum of three hours at time and one-half pay. An extension or early report to a regularly scheduled shift does not qualify the Employee for the minimum. When an employee is notified of a cancellation of a court appearance on the same day as the scheduled appearance, two hours at time and one-half shall be paid. When an Employee is notified of a cancellation of a court appearance before the calendar day prior to the scheduled appearance, no court time shall be authorized. For an Employee scheduled to work the 11:00 p.m. to 7:00 a.m. shift, or the 6:00 p.m. to 6:00 a.m. shift, such notice of cancellation of court time falling on the day in which the 7:00 a.m. shift, or the 6:00 a.m. shift, concludes shall be made by 6:00 p.m. the preceding day or the Employee shall qualify for one hour minimum pay.

Section 2.

The Employer shall make reimbursements of necessary parking fees incurred when appearances in court are required.

Article 14. Call Back.

Any Employee called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at time and one-half of his/her regular base rate of pay. Except, an early report or extension of the shift will not qualify for the minimum number of hours.

Article 15. Standby.

Employees specifically required by the Employer to standby shall be paid for such standby at time and one-half of his/her regular base rate of pay for each hour on standby.

Article 16. Overtime.

Section 1.

Overtime shall be worked only at the specific authorization of the Employee's Supervisor. The Employer has the right to require reasonable assignments of overtime work and such assignments shall be performed by the Employee except as otherwise provided in this Agreement. Employees shall be compensated at one and one-half times the Employee's base rate of pay for hours worked beyond the Employee's regularly scheduled shift. However, part-time Employee's (30 hours or less in a work week) will be eligible for overtime if they have worked more than eight (8) hours in a calendar day outside of their normally scheduled shift or forty (40) hours in a work week. Changes in shifts do not qualify the Employee for overtime. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice. Overtime shall be calculated to the nearest 1/10 of an hour.

Section 2. Compensatory Time.

At the election of the Employee, overtime hours may be taken as compensatory time. Employees may bank up to a maximum of eighty (80) hours of compensatory time, with a maximum of forty (40) hours carrying over to the next calendar year. Any hours in excess of forty (40) hours will be paid directly into the Employee's Health Care Savings Plan (HCSP) on the last pay period of the year.

Article 17. Termination Pay/Retiree Insurance

Section 1. Termination.

Termination removes job rights and benefits and rehire status benefits as with a new Employee. Settlement of all benefits for the Employees who have been laid off, retired, or who actions were not a factor in their termination shall be made at termination as follows: Upon termination of service to the City as a full-time Employee, an Employee shall be entitled to receive termination pay, the compensation for accrued and unused PTO leave shall be one hundred (100) percent of the accrued PTO up to a maximum of 840 hours. All accrued and unused PTO hours shall be paid directly into the Employee's Health Care Savings Plan (HCSP) at the time of termination. In the event the Employee is killed while on duty or in the performance with the Employer of law enforcement duties, all accrued hours will go to the Employee's surviving spouse and/or estate.

Section 2. Retiree Insurance.

The Employer shall allow retired Employees who were employed full time by the City of Osseo prior to January 1, 2014 to stay in the Employer's group health insurance plan and will pay sixty-five (65) percent of the single insurance premium between the ages of 50 and 65 except that each Employer payment shall not ever exceed the cost of the single insurance premium at the time of retirement. An Employee shall receive this benefit if he/she is pension eligible and retires from active service from the City of Osseo with at least twelve (12) years of continuous service with the City of Osseo. Retired Employees may only stay on the group health insurance plan between the ages of 50 and 65. Covered Employees at their own expense can purchase family coverage or single plus one coverage.

Article 18. Leaves of Absence

Section 1. Jury Duty.

Employees called for jury duty shall suffer no loss in their normal salary. Employees claiming jury duty pay shall sign over all jury duty fees to the Employer, except mileage. Employees will notify the Employer of jury duty as soon as possible.

Section 2. Military Reserve.

The Employer will comply with the minimum requirements imposed by State and Federal law.

Section 3. Illness or Injury.

A leave of absence without pay may be granted by the City Administrator for up to 90 days for extended illness or personal hardship if such absence would not be detrimental to the Employer's work program. The Employee shall not be entitled to accrue leave or seniority while on a leave of absence without pay granted pursuant to this Section.

Section 4. Parenting Leave.

The Employer will comply with applicable State and Federal statutes. Extensions may be granted only by agreement of the City Administrator. Employer will pay employee up to two weeks of paid parental leave (any new mother or father for biological birth, adoption, or surrogacy) of FMLA leave. Any additional leave after the initial two weeks of paid parental leave shall be taken in accordance with the FMLA leave.

Section 5. Military

Employees shall be granted unpaid military leaves consistent with applicable Minnesota Statutes. Requests shall be made in writing to the City Administrator.

Article 19. Paid Time Off (PTO).

Section 1. Accrual.

Employees shall be entitled to paid time off (PTO) based upon service in the prior years. Employees shall be entitled to use PTO from the date of hire. Paid time off (PTO) shall accrue each Pay Period (pp) based on the following schedule:

Date of hire until completion of five (5) years	5.54 hrs/pp
Six (6) years until completion of ten (10) years	8.31 hrs/pp
Start of eleven (11) years	8.61 hrs/pp
Start of twelve (12) years	8.92 hrs/pp
Start of thirteen (13) years	9.23 hrs/pp
Start of fourteen (14) years	9.54 hrs/pp
Start of fifteen (15) years	9.84 hrs/pp
Start of sixteen (16) years	10.15 hrs/pp
Start of seventeen (17) years	10.46 hrs/pp
Start of eighteen (18) years	10.77 hrs/pp
Start of nineteen (19) years	11.07 hrs/pp
Start of twenty (20) years and above	11.38 hrs/pp

Any employee hired by the City prior to January 1, 2023 will accrue PTO at a rate of 6.77 hrs/pp from their date of hire until completion of five (5) years.

Section 2. PTO Leave Requests.

Paid time off (PTO) periods shall be selected on a seniority basis until June 1. After June 1, PTO shall be selected as available without seniority privilege. The Employer shall, so far as possible, have the final right to allot PTO in order to ensure the orderly operation of the City.

Section 3. Usage of PTO.

PTO shall be allowed to be used by the Employee for any time not at work during normal work schedules at the sole discretion of the Employee. During the first six (6) months of service with the Employer, any PTO use must be approved by the Employee's Supervisor. If the Employee has been physically incapacitated for the period of 48 hours or more, the Employee may be required to provide evidence that he/she is again physically able to perform his/her duties via written note from a licensed Physician or other qualified medical professional.

Section 4. Carry Over/Pay Out.

Employees shall be permitted to carry over eight hundred and forty (840) hours of PTO leave from one calendar year to the next; however, an Employee must take seven (7) consecutive days off during every twelve (12) month period. Any hours in excess of eight hundred and forty (840) will be paid directly into the Employee's Health Care Savings Plan (HCSP) on the last pay period of the year. Employees may cash out PTO hours during the year, paid out at the Employee's current rate.

Article 20. Holidays.

Work schedules for Employees are made up without regard for weekends or holidays. In view of this fact, each Employee is granted thirteen additional days of PTO leave each year in lieu of holidays. Such PTO leave shall be credited as each of the holidays granted to other City Employees occurs. It shall be credited whether the Employee is scheduled to work on a day. Work on January 1, Memorial Day, Juneteenth (June 19), July 4, Labor Day, Thanksgiving Day and Christmas Day will be compensated at the rate of time and one-half the Employee's regular rate of pay for all hours worked on these holidays plus holiday time.

Article 21. Injury on Duty.

Section 1. Compensation.

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid while so injured and unable to work, the difference between the Employee's regular rate of pay and the Worker's Compensation insurance payment for a period not to exceed one hundred twenty (120) working days per injury, not charged to the Employee's PTO leave, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working days waiting period shall be charged to the Employee's PTO leave less Worker's Compensation insurance payments. To qualify for Injury on Duty pay, the injury must be compensable under the provisions of the Workers Compensation Act. Periodic payments received under this Article, when combined with Worker's Compensation payments, shall not exceed the Employee's regular periodic paycheck as averaged over the past twelve (12) month period from Employer. Employees not working due to a work-related injury will continue to accrue PTO hours.

Article 22. Training and Department Meetings.

Section 1.

Recognizing the benefit to both the Employee and the Employer of training and Departmental meetings, the Employee has agreed to participate in up to thirty (30) hours per calendar year, beyond the regularly scheduled shift, for work related training and Departmental meetings, at a straight-time hourly basis. Employees shall receive three (3) hour minimum by attending Departmental meetings and training sessions. Additional training required to meet P.O.S.T. Board Certification will be compensated at a straight-time hourly basis. No compensation will be made for training or Departmental meetings unless it is pre-approved or requested by the Employer.

Section 2. P.O.S.T. License.

The Employer agrees to pay the cost of P.O.S.T. licensure.

Article 23. Qualifications for Continued Employment.

Any Employee deprived of his/her Minnesota State license to act as a Police Officer shall be suspended without pay during that period.

Article 24. Personal Liability Insurance.

The Employer will maintain current personal injury insurance coverage throughout the duration of the Agreement. The Employer shall furnish legal counsel to defend any Police Officer in all actions brought against such Officer to recover damages for alleged false arrest or alleged injury to person, property, or character, when such alleged false or alleged injury to person, property, or character was the result of an arrest made by such Officer in good faith and in the performance of his/her official duties and pay reasonable costs and expenses of defending such suit, including witness fees and reasonable counsel fees.

Article 25. City Contracted Work.

Section 1. Security Work.

When the Employer contracts with an individual or business that is required to employ the services of Osseo Police Officers, the job shall be posted within the Department. For these jobs, full-time Officer, who will not accrue more than one hundred twelve (112) hours in the pay period in which the job will occur, will have the right to bump part-time Officers for the job. This Article does not refer to full or part-time non-contracted work of the Employer.

Section 2. Special Assignments.

When the Employer has special assignments outside of the Employee's regular scheduled shift, the job shall be posted within the Department.

Article 26. Salaries and Benefits.

Section 1. Patrol Officers.

The wage increase percentage for each year of the contract shall be:

2023	5% wage increase
2024	5% wage increase
2025	5% wage increase

The following hourly pay shall be effective January 1, 2023:

Period	At Start	At One Year	At Two Years	At Three Years	At Four Years
Jan 1, 2023 – Dec 31, 2023	\$30.43	\$34.02	\$35.76	\$37.97	\$38.73
Jan 1, 2024 – Dec 31, 2024	\$31.95	\$35.72	\$37.55	\$39.87	\$40.67
Jan 1, 2025 – Dec 31, 2025	\$33.55	\$37.51	\$39.43	\$41.86	\$42.70

The Employer reserves the right to start Employees at levels beyond the starting salary and to advance Employees through the steps faster than indicated.

Section 2. Longevity.

Effective January 1, 2020, all Employees shall have longevity steps of three (3%) percent above top patrol at five (5) years, six (6%) percent above top patrol at ten (10) years, nine (9%) percent above top patrol at fifteen (15) years, and twelve (12%) percent above top patrol at twenty (20) years. The Employee must work for the Employer for five (5), ten (10), fifteen (15), or twenty (20) consecutive, uninterrupted years of service in order to be eligible for longevity step increases.

Longevity pay shall be as follows:

Period	At 5 Years	At Ten Years	At Fifteen Years	At Twenty Years
Jan 1, 2023 – Dec 31, 2023	\$39.89	\$41.07	\$42.22	\$43.39
Jan 1, 2024 – Dec 31, 2024	\$41.88	\$43.12	\$44.33	\$45.56
Jan 1, 2025 – Dec 31, 2025	\$43.97	\$45.28	\$46.55	\$47.84

Section 3. Shift Differential.

Employees shall receive a shift differential of seventy-five cents (\$0.75) per hour for all regularly scheduled shift hours between 6:00 PM and 6:00 AM.

Section 4. Officer in Charge Pay.

An Employee designated by the Chief to be in charge during the Chief's absence shall receive an additional two dollars (\$2.00) per hour pay.

Section 5. Field Training Officer Allowance.

An Employee shall receive one (1) hour pay and one (1) hour compensatory time per shift while performing Field Officer training.

Section 6. Insurance.

Life: The Employer will provide the City's Life Insurance package to the Employees at no cost.

Health: Employer will offer health insurance and dental insurance coverage for Employees and their families and will contribute the following towards single or family medical coverage:

2023: \$1,600 per month
2024: \$1,700 per month
2025: \$1,800 per month

For Employees who are contributing toward insurance because their cost is over the Employer contribution, if the insurance decreases in any year the Employer and the Employee shall share that decrease equally. If the insurance premium decreased by \$100, the Employee would pay \$50 per month less and the Employer would pay \$50 per month less.

Opt Out Option: An Employee will receive \$600 per month if they choose to opt out of group coverage altogether.

Dental: The Employer provides single dental preventative insurance coverage to the Employee at no cost.

The Employer may change insurance providers and plans periodically at its option in accordance with applicable State Law.

Health Care Savings Plan (HCSP): The Employer shall establish a post-employment Health Care Savings Plan (HCSP) account for each Employee with the Minnesota State Retirement System (MSRS). Funds shall be deposited into the Employee's account to be used following separation of City service. These funds shall be withheld pre-tax and invested at the direction of the individual employee and may be used to pay eligible medical/dental expenses as described in IRS Publication 502. The Employer will not contribute any monies to the fund.

All Employees shall contribute 2.5% of their gross wages each pay period into the Employee's HCSP account.

Re-opener: This article may be re-opened in 2024 and 2025 at the request of either party to discuss the contribution to health insurance premiums. The Employer shall have final approval of changes to the contribution level for medical insurance. The request to re-open this article must be made in writing and delivered to the other party.

Section 7. Long-Term Disability.

The Employer shall provide a long-term disability (LTD) insurance plan for each Employee and will pay one hundred (100) percent of the premium to get the Employee to the maximum benefit.

Section 8. Short-Term Disability.

The Employer shall provide a short-term disability (STD) insurance plan for each Employee and will pay one hundred (100) percent of the premium to get the Employee to the maximum benefit. The Employee shall be responsible for the initial eighty (80) hours of time off (using any accrued PTO hours, donated hours from other Police Department employees, or a combination of both) before the Employer provided short-term disability plan begins.

Employees may supplement short-term disability pay with Paid Time Off (PTO) hours to receive their regular bi-weekly pay. While an employee is on short-term disability, PTO hours will accrue at fifty (50) percent of the Employee's current PTO accrual rate. Additionally, per PERA rules and regulations, Employees will not be eligible for PERA benefits while on short-term disability.

Section 9. Uniform Allowance.

The Employee shall receive a maximum uniform allowance of \$1,000 for each year of this Agreement. The Employer shall replace bullet proof vests in accordance with manufacturer specifications. The Employer shall repair or replace where necessary leather holsters worn in the line of duty for the City. Replacement and repair of individual weapons will be reviewed and decided by the Police Chief on a case-by-base scenario. The Employer shall repair and replace items damaged in the line of duty.

Section 10. Retention Bonuses.

Employees in good standing with no documented discipline will receive a retention bonus as follows:

At the completion of 12 months from date of contract:	\$1,500 bonus
At the completion of 24 months from date of contract:	\$2,000 bonus
At the completion of 36 months from date of contract:	\$2,500 bonus

All bonuses will be paid during the last pay period of that year. Any new employee hired after this contract is effective will have the first 12-month bonus prorated from the employee's start date. The retention bonus section of this contract is only in effect until this contract expires. Any discipline during the calendar year against an employee (as described in Article 11, Section 1 of this contract) will void the annual retention bonus for the employee.

Section 11. Unilateral Salary Range Increase.

The parties agree that the Employer may unilaterally increase the salary range applicable to the bargaining unit during the term of the 2023-2025 collective bargaining agreement in the event that the Employer determines that such increase is warranted based on the Employer's review of the applicable external market for the classification.

Section 12. Second Language Proficiency.

Employees who can demonstrate speaking and listening proficiency in languages other than English, including American Sign Language (ASL), shall have one dollar (\$1.00) per hour added to the employee's base pay. Employees shall maintain proficiency through continued education provided and monitored by the Employer or their designee. Language Testing International or another American Council on the Teaching of Foreign Languages testing site will be utilized to demonstrate speaking proficiency. The Police Chief shall monitor the Employee's proficiency on a continual basis.

Section 13. Education Tuition Reimbursement.

The Employer will reimburse an Employee for fifty (50%) percent of the cost incurred by the Employee for tuition, fees, and purchase of textbooks for job-related courses. To qualify for this fifty (50%) percent reimbursement, 1) the course(s) must be approved by the City Administrator prior to registration in the course(s), and 2) the Employee must submit a certified statement of payment of tuition, fees, or purchase of textbooks.

Article 27. Physical and Mental Fitness.

Section 1. Physical Health.

All Employees shall at least annually submit to a physical examination, which results shall not be released to the Employer. However, the examining Doctor or medical professional must submit written verification to the Employer that said examination occurred. If the cost of said physical exam is not covered under the Employee's health insurance policy, the Employer shall reimburse the Employee for the cost so long as prior approval is obtained before costs are incurred.

As an incentive for maintaining good physical fitness, the Employer shall pay for an annual gym membership for each Employee. The gym membership and location will be at the sole discretion of the Employer. Employees are required to visit the gym a minimum of six (6) times per month in order to maintain the paid gym membership benefit. If the employee fails to visit the gym the minimum number of times per month, the Employer shall end that benefit for that Employee. In order to avoid the cancellation of the Employee's annual gym membership for a planned or unforeseen event (e.g. training, extended vacation, FMLA, injury, birth/adoption of a child, funeral leave, etc.), the Police Chief shall have the discretion to grant a waiver to the Employee if they fail to visit the gym six (6) times per month.

Section 2. Mental Health.

The stressful nature of Police work can negatively impact an Officer's mental health. As an incentive to promote mental wellness, each year, the Employer shall provide each Employee with a one (1) hour therapy session with a licensed physician who specializes in stress management and exposure to traumatic events. The total cost of the therapy session shall be paid by the Employer. The Employee will attend the session on-duty and shall be paid accordingly. The therapy session shall be completely confidential, and no information will be released to the Employer other than the fact that the Employee attended the session. The selected licensed physician and location will be at the sole discretion of the Employer.

In order to provide the Employee with the opportunity to obtain professional assistance following a Critical Incident, the Employer shall provide the Employee with the appropriate professional assistance necessary to maintain their emotional and physical wellbeing. The Employer will contact the designated Critical Incident Debriefing Team to provide the Employee(s) with a confidential debriefing within 24 to 72 hours of the incident. The costs associated with the debriefing shall be paid by the Employer. The Employee will attend the session on-duty and shall be paid accordingly.

Section 3. MPPOA Conference.

A minimum of one Department member shall be allowed to attend the P.O.S.T. accredited MPPOA annual state conference and legislative conference trainings during work hours. The cost of registration, hotel, meals and transportation for the day or days of training, outside of reimbursements from LELS, shall be paid by the Employer according to the Employer's Travel and Training Policy.

Article 28. Duration.

The term of this Agreement shall be from January 1, 2023, through December 31, 2025, pursuant to Minnesota Statutes Section 179A, et seq.

Law Enforcement Labor Services, Inc.
Local No. 182

Steward

Representative

Printed Name

Printed Name

Dated

Dated

The City of Osseo, Minnesota

Mayor

City Administrator

Printed Name

Printed Name

Dated

Dated



FOURTH JUDICIAL DISTRICT

2022 Suburban Statistical Overview



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Filings Heard by a Judge by Type of Offense – 2022

Misdemeanor and Gross Misdemeanor Filings listed by Prosecuting Agency. Offenses prosecuted by the Hennepin County Attorney's Office have been removed as they were not administered at the Suburban Divisions.

Prosecuting Agency	Type of Offense					Total
	Domestics	DWI	Criminal	Traffic	Parking	
Bloomington	170	313	1336	379	6	2201
Brooklyn Center	130	181	310	149	17	787
Brooklyn Park	182	132	482	176	23	995
Champlin	44	92	122	134	2	394
Corcoran	8	34	35	24	0	101
Crystal	52	97	220	97	3	467
Dayton	6	44	5	33	0	88
Deephaven	3	8	10	9	0	30
Eden Prairie	93	262	216	309	0	880
Edina	61	264	294	325	1	945
Excelsior	3	47	8	39	1	98
Golden Valley	20	137	71	140	0	368
Greenfield	4	7	6	6	0	23
Greenwood	1	3	0	6	0	10
Hanover	0	0	0	0	0	0
Hopkins	70	73	129	73	3	348
Independence	2	17	14	25	0	52
LMCD	0	10	8	0	0	18
Long Lake	3	5	10	7	0	25
Loretto	1	0	1	1	1	4
Maple Grove	98	205	371	255	5	934
Maple Plain	4	9	10	9	0	32
Medicine Lake	0	0	0	0	0	0
Medina	6	17	18	29	0	70

Filings Heard by a Judge by Type of Offense – 2022 (continued)

Misdemeanor and Gross Misdemeanor Filings listed by Prosecuting Agency. Offenses prosecuted by the Hennepin County Attorney's Office have been removed as they were not administered at the Suburban Divisions.

Prosecuting Agency	Type of Offense					Total
	Domestics	DWI	Criminal	Traffic	Parking	
Metropolitan Airports Commission	23	87	285	97	8	500
Minnetonka	59	106	171	179	0	515
Minnetonka Beach	0	3	1	4	0	8
Minnetrista	13	13	4	21	1	52
Mound	14	15	25	19	0	73
New Hope	69	47	187	137	4	419
Orono	0	43	22	43	0	108
Osseo	7	12	43	19	9	90
Plymouth	110	247	227	210	1	795
Richfield	57	370	310	247	2	986
Robbinsdale	43	146	199	50	7	445
Rockford	2	1	1	0	0	4
Rogers	15	86	72	73	0	246
Shorewood	8	46	29	56	0	139
Spring Park	4	12	8	9	0	29
St. Anthony	5	29	94	50	0	178
St. Bonifacius	2	2	6	2	0	12
St. Louis Park	100	127	333	124	1	685
Tonka Bay	1	10	0	2	0	13
Wayzata	5	41	32	39	0	117
Woodland	0	0	1	0	0	1
Total	1,498	3,400	5,726	3,606	95	14,285

Dispositions Heard by a Judge by Type – 2022

Prosecuting Agency	Non-Felony Dispositions			Total
	Found or Pled Guilty	Continued	Acquittal / Dismissed	
Bloomington	1174	341	1425	3024
Brooklyn Center	666	231	643	1540
Brooklyn Park	724	387	528	1639
Champlin	281	161	113	555
Corcoran	57	23	35	115
Crystal	420	53	173	590
Dayton	71	29	8	108
Deephaven	37	3	6	46
Eden Prairie	725	174	172	1071
Edina	807	231	158	1196
Excelsior	84	40	10	134
Golden Valley	478	32	111	621
Greenfield	15	3	3	21
Greenwood	10	6	3	19
Hanover	3	0	0	3
Hopkins	240	40	123	403
Independence	45	15	8	68
LMCD	47	10	12	69
Long Lake	16	12	6	34
Loretto	8	1	1	10
Maple Grove	976	278	268	1332
Maple Plain	31	4	9	44
Medicine Lake	0	0	0	0

Dispositions Heard by a Judge by Type – 2022

(continued)

Prosecuting Agency	Non-Felony Dispositions			Total
	Found or Pled Guilty	Continued	Acquitted/Dismissed	
Medina	95	6	26	127
Metropolitan Airports Commission	449	96	158	703
Minnetonka	476	28	110	614
Minnetonka Beach	7	3	0	10
Minnetrista	23	20	14	57
Mound	46	28	34	108
New Hope	312	112	119	543
Orono	83	18	15	116
Osseo	89	16	48	153
Plymouth	802	153	110	1065
Richfield	823	66	309	1199
Robbinsdale	420	60	247	727
Rockford	7	1	1	9
Rogers	213	73	73	359
Shorewood	122	44	8	174
Spring Park	23	12	10	45
St. Anthony	103	74	71	248
St. Bonifacius	8	6	15	29
St. Louis Park	480	117	184	781
Tonka Bay	11	2	2	15
Wayzata	85	37	28	150
Woodland	1	0	0	1
Total	11,593	3,046	5,397	19,875

Filings Not Heard by a Judge by Type of Offense – 2022

Community of Offense	Criminal	Parking	Traffic	Total
Bloomington	797	552	4106	5455
Brooklyn Center	358	2718	1924	5000
Brooklyn Park	291	2715	1748	4754
Champlin	89	163	1817	2069
Corcoran	50	0	225	275
Crystal	82	570	1225	1877
Dayton	11	10	553	574
Deephaven	10	356	94	460
Eden Prairie	185	152	3822	4159
Edina	76	366	3886	4328
Excelsior	11	754	678	1443
Golden Valley	28	264	115	1407
Greenfield	4	35	2	41
Greenwood	1	76	1	78
Hanover	1	0	15	16
Hopkins	35	819	345	1199
Independence	25	1	284	310
LMCD	173	0	2	175
Long Lake	4	11	97	112
Loretto	0	38	8	46
Maple Grove	224	462	3088	3774
Maple Plain	4	2	74	80
Medicine Lake	1	1	2	4

Filings Not Heard by a Judge by Type of Offense – 2022

(continued)

Community of Offense	Criminal	Parking	Traffic	Total
Medina	7	54	423	484
Metropolitan Airports Commission	155	1403	1167	2725
Minnetonka	56	290	2298	2644
Minnetonka Beach	11	2	23	36
Minnetristra	8	45	307	360
Mound	27	320	185	532
New Hope	116	1601	1695	3412
Orono	24	37	497	558
Osseo	18	94	332	444
Plymouth	64	193	2557	2814
Richfield	165	819	2696	3680
Robbinsdale	55	1087	1400	2542
Rockford	2	0	16	18
Rogers	83	27	1186	1296
Shorewood	24	6	488	518
Spring Park	10	17	120	147
St. Anthony	65	267	772	1104
St. Bonifacius	5	9	71	85
St. Louis Park	56	907	1249	2212
Tonka Bay	2	6	34	42
Wayzata	49	230	444	723
Woodland	0	5	7	12
Total	3,462	17,541	42,078	64,024

Dispositions Not Heard by a Judge by Type – 2022 (Cases Heard by a Hearing Officer or Paid Outright)

Community	Type of Disposition			
	Found or Pled Guilty	Continued	Acquitted/Dismissed	Total
Bloomington	3697	186	155	4038
Brooklyn Center	4133	41	147	4321
Brooklyn Park	3840	69	164	4073
Champlin	1696	108	27	1831
Corcoran	166	6	26	198
Crystal	1516	29	95	1640
Dayton	462	37	6	505
Deephaven	439	4	18	461
Eden Prairie	3130	210	244	3584
Edina	3534	41	87	3662
Excelsior	1362	13	34	1409
Golden Valley	1164	35	49	1248
Greenfield	39	2	0	41
Greenwood	67	1	2	70
Hanover	0	0	0	0
Hopkins	1021	15	45	1081
Independence	283	9	5	297
LMCD	4	0	0	155
Long Lake	101	8	2	111
Loretto	47	0	0	47
Maple Grove	2830	74	222	3126
Maple Plain	82	2	2	86
Medicine Lake	4	0	0	4

Dispositions Not Heard by a Judge by Type – 2022
(Cases Heard by a Hearing Officer or Paid Outright)
(continued)

Community	Type of Disposition			
	Found or Pled Guilty	Continued	Acquitted/Dismissed	Total
Medina	448	1	6	455
Metropolitan Airports Commission	2277	39	75	2391
Minnetonka	2391	73	54	2518
Minnetonka Beach	33	1	2	36
Minnetristra	298	8	14	320
Mound	411	9	23	443
New Hope	2852	22	70	2944
Orono	467	20	29	516
Osseo	328	7	14	349
Plymouth	2325	73	68	2466
Richfield	2594	63	75	2732
Robbinsdale	2250	10	55	2315
Rockford	11	0	0	11
Rogers	1075	34	26	1135
Shorewood	459	13	6	478
Spring Park	121	5	10	136
St. Anthony	782	35	20	837
St. Bonifacius	75	1	6	82
St. Louis Park	1823	27	44	1894
Tonka Bay	34	4	3	41
Wayzata	657	15	15	687
Woodland	12	0	0	12
Total	51,340	460	19,927	54,786

Fines – 2022

Community	Imposed	Collected	Uncollected
Bloomington	\$241,568.40	\$184,503.84	\$57,064.56
Brooklyn Center	\$122,434.80	\$59,625.86	\$62,808.94
Brooklyn Park	\$136,366.40	\$80,148.39	\$56,218.01
Champlin	\$122,922.80	\$103,503.00	\$19,419.80
Corcoran	\$18,287.40	\$13,970.80	\$4,316.60
Crystal	\$98,148.80	\$70,815.87	\$27,332.93
Dayton	\$33,039.60	\$29,250.00	\$3,789.60
Deephaven	\$21,202.40	\$18,184.00	\$3,018.40
Eden Prairie	\$256,583.00	\$206,102.17	\$50,480.83
Edina	\$287,106.80	\$228,027.71	\$59,079.09
Excelsior	\$60,382.00	\$51,174.00	\$9,208.00
Golden Valley	\$58,058.60	\$39,569.62	\$18,488.98
Greenfield	\$3,612.00	\$2,612.00	\$1,000.00
Greenwood	\$6,221.20	\$4,989.20	\$1,232.00
Hanover	\$1,152.00	\$840.00	\$312.00
Hassan	\$253.60	\$253.60	\$0.00
Hopkins	\$78,506.00	\$57,355.93	\$21,150.07
Independence	\$22,786.80	\$20,278.80	\$2,508.00
LMCD	\$11,856.00	\$10,736.00	\$1,120.00
Long Lake	\$7,102.00	\$5,860.00	\$1,242.00
Loretto	\$2,272.00	\$1,720.00	\$552.00
Maple Grove	\$207,350.80	\$152,647.61	\$54,703.19
Maple Plain	\$8,787.20	\$7,411.20	\$1,376.00
Medicine Lake	\$20.00	\$20.00	\$0.00

Fines – 2022
(continued)

Community	Imposed	Collected	Uncollected
Medina	\$38,201.60	\$32,896.40	\$5,305.20
Metropolitan Airports Commission	\$170,530.00	\$126,697.58	\$43,832.42
Minnetonka	\$105,310.40	\$84,598.80	\$20,711.60
Minnetonka Beach	\$6,090.00	\$4,698.00	\$1,392.00
Minnetrista	\$22,542.00	\$20,924.80	\$1,617.20
Mound	\$26,042.40	\$23,085.20	\$2,957.20
New Hope	\$140,882.24	\$95,107.83	\$45,774.41
Orono	\$50,420.20	\$42,412.06	\$8,008.14
Osseo	\$28,815.60	\$21,175.60	\$7,640.00
Plymouth	\$228,618.54	\$166,415.06	\$62,203.48
Richfield	\$147,015.00	\$111,299.60	\$35,715.40
Robbinsdale	\$109,425.40	\$65,047.07	\$44,378.33
Rockford	\$840.00	\$720.00	120.00
Rogers	\$83,601.20	\$64,505.24	\$19,095.96
Shorewood	\$55,374.00	\$47,892.00	\$7,482.00
Spring Park	\$13,520.40	\$10,488.28	\$3,032.12
St. Anthony	\$58,789.60	\$45,578.71	\$13,210.89
St. Bonifacius	\$6,654.80	\$5,241.21	\$1,413.59
St. Louis Park	\$82,055.60	\$58,224.29	\$23,831.31
Tonka Bay	\$5,546.00	\$5,016.00	\$440.00
Wayzata	\$46,109.80	\$42,128.87	\$3,980.93
Woodland	\$1,368.00	\$1,048.00	\$320.00

Prosecution Costs – 2022

Community	Imposed	Collected	Uncollected
Bloomington	\$71,990.00	\$60,357.00	\$11,633.00
Brooklyn Center	\$22,797.00	\$18,804.00	\$3,993.00
Brooklyn Park	\$45,131.00	\$37,162.00	\$7,969.00
Champlin	\$30,605.00	\$27,710.00	\$2,895.00
Corcoran	\$3,758.00	\$3,283.00	\$475.00
Crystal	\$10,969.00	\$9,107.00	\$1,862.00
Dayton	\$9,211.00	\$8,536.00	\$675.00
Deephaven	\$5,053.00	\$4,828.00	\$225.00
Eden Prairie	\$60,286.00	\$48,425.67	\$11,860.33
Edina	\$62,940.00	\$58,465.00	\$4,475.00
Excelsior	\$12,528.00	\$11,428.00	\$1,100.00
Golden Valley	\$13,179.00	\$12,304.00	\$875.00
Greenfield	\$903.00	\$853.00	\$50.00
Greenwood	\$1,606.00	\$1,606.00	\$0.00
Hanover	\$150.00	\$150.00	\$0.00
Hopkins	\$19,972.00	\$15,387.00	\$4,585.00
Independence	\$3,407.00	\$2,841.00	\$566.00
LMCD	\$22,030.00	\$16,430.00	\$5,600.00
Long Lake	\$2,753.00	\$2,378.00	\$375.00
Loretto	\$320.00	\$20.00	\$300.00
Maple Grove	\$63,860.00	\$50,417.00	\$13,443.00
Maple Plain	\$950.00	\$850.00	\$100.00

Prosecution Costs – 2022
(continued)

Community	Imposed	Collected	Uncollected
Medina	\$3,400.00	\$2,400.00	\$1,000.00
Metropolitan Airports Commission	\$47,484.00	\$38,328.00	\$9,156.00
Minnetonka	\$24,731.00	\$21,928.00	\$2,803.00
Minnetonka Beach	\$1,000.00	\$500.00	\$500.00
Minnetrista	\$8,003.00	\$7,603.00	\$400.00
Mound	\$7,950.00	\$5,975.00	\$1,975.00
New Hope	\$25,694.00	\$21,841.00	\$3,853.00
Orono	\$13,700.00	\$13,100.00	\$600.00
Osseo	\$6,933.00	\$3,725.00	\$3,208.00
Plymouth	\$87,246.00	\$67,137.00	\$20,109.00
Richfield	\$17,505.00	\$14,927.00	\$2,578.00
Robbinsdale	\$7,991.00	\$5,762.00	\$2,229.00
Rockford	\$150.00	\$150.00	\$0.00
Rogers	\$13,589.00	\$11,714.00	\$1,875.00
Shorewood	\$17,068.00	\$15,918.00	\$1,150.00
Spring Park	\$2,863.00	\$2,663.00	\$200.00
St. Anthony	\$11,625.00	\$9,300.00	\$2,325.00
St. Bonifacius	\$1,700.00	\$1,000.00	\$700.00
St. Louis Park	\$24,197.00	\$19,048.00	\$5,149.00
Tonka Bay	\$1,200.00	\$1,200.00	\$0.00
Wayzata	\$13,975.00	\$13,075.00	\$900.00
Woodland	\$0.00	\$0.00	\$0.00



All Coded Incidents

Date Range: 7/1/2022 to 3/12/2023

Moc Code	Code Description	2022							2023				Code Total
		Jul	Aug	Sep	Oct	Nov	Dec	Year Total	Jan	Feb	Mar	Year Total	
5011	Roadway Debris		2					2	1	2		3	5
5012	Accident Assist	2	7	6	3	7	10	35	5	6	4	15	50
5013	Found Bicycle	1	1		2	1		5				0	5
5313	CURFEW JUVENILE - CJRS ONLY			2				2				0	2
9005	FAIL TO SIGNAL							0	1			1	1
9005V	Fail to Signal - Verbal Warning		2			1	2	5	2	5	1	8	13
9006	FAIL/OBEY SIGN/SIGNAL					1		1				0	1
9006C	Fail/ObeySign/Signal - Citation		3	3	2	6	1	15	2	2		4	19
9006V	Fail/Obey Sign/Signal - Verbal	17	17	14	13	26	26	113	28	19	3	50	163
9007V	Fty to Ped in Xwalk - Verbal Warning			1				1				0	1
9011V	Move Over Law - Verbal Warning	1	2	1		1		5		1		1	6
9012C	Open Bottle - Citation		1		1			2				0	2
9013	RECKLESS/CARELESS/EXHIBITION	1						1				0	1
9013C	Reckless/Careless/Exibition - Citation	1	1					2	1	1		2	4
9013V	Reckless/Careless/Exibition - Verbal				1			1				0	1
9014C	Speeding - Citation	1	1	2	8	1	1	14	2	4		6	20
9014V	Speeding - Verbal Warning	34	44	29	39	25	10	181	25	20	1	46	227
9015V	Pass in No Passing - Verbal Warning					1	1	2		1		1	3
9016V	Over Center/Fog Line - Verbal					1		1				0	1
9017C	Unsafe/Improper Lane Use - Citation							0	1			1	1
9017V	Unsafe/Improper Lane Use - Verbal	3	8	7	10	6	2	36	3	2		5	41
9018	IMPEDING/OBSTRUCTING TRAFFIC	1						1				0	1
9018V	Impeding/Obstructing Traffic - Verbal		1					1	1		1	2	3
9019V	Illegal Turn - Verbal Warning	1		1	1	1		4	4	3		7	11
9020	FAIL TO YIELD			1				1				0	1
9020C	Fail to Yield - Citation						2	2	1	1		2	4
9020V	Fail to Yield - Verbal Warning	2	1		2	1		6		2		2	8
9021V	Fail to Drive With Due Care/Inattentive		1					1				0	1
9023V	Drive Thru Barricade - Verbal				1			1				0	1
9024V	Wrong Way/One Way Street	2	5	2	3	3	5	20	1	1		2	22
9025C	Wireless Device - Use - citation					1		1				0	1
9025V	Wireless Device - Use - verbal	3					1	4	1	1		2	6
9040V	Follow Too Close - Verbal Warning	1				1		2				0	2
9048V	Fail to Dim/Lights Off/In Rain - Verbal				1	1		2	1	1		2	4
9079	EXPIRED TABS/REGISTRATION		1		2			3		1		1	4



All Coded Incidents

Date Range: 7/1/2022 to 3/12/2023

Moc Code	Code Description	2022							2023				Code Total
		Jul	Aug	Sep	Oct	Nov	Dec	Year Total	Jan	Feb	Mar	Year Total	
9079C	Expired Tabs/Registration - Citation	9	6	3	6	8	16	48	14	22	1	37	85
9079V	Expired Tabs/Registration - Verbal	14	6	4	10	11	19	64	9	21	5	35	99
9081	UNREASONABLE ACCEL				1			1				0	1
9081C	Unreasonable Accel - Citation			1				1				0	1
9081V	Unreasonable Accel - Verbal Warning			2				2				0	2
9096	BICYCLE VIOLATION	1						1				0	1
9100C	Other Parking Violation - Citation	2	1	6	3	7	3	22	9	2	2	13	35
9133	HANDICAPPED ZONE						1	1				0	1
9133C	Handicapped Zone - Citation							0	2	1	1	4	4
9133V	Handicapped Zone - Verbal Warning							0		1		1	1
9133W	Handicapped Zone - Written Warning							0		1		1	1
9137	WINTER PARKING VIOL							0		1		1	1
9137C	Winter Parking Violation - Citation					7	4	11	8	2		10	21
9137V	Winter Parking Violation - Verbal							0	1			1	1
9202C	No Valid MN DL - Citation		3	3	4	6	5	21	5			5	26
9202V	No Valid MN DL - Verbal Warning	1	1	1		2	1	6	1	2		3	9
9208C	No DL in Possession - Citation	3	1	2	4	2	2	14	1	8	1	10	24
9208V	No DL in Possession - Verbal Warning	2		1				3		1	2	3	6
9211	FAIL TO CORRECT DL						1	1	1	1		2	3
9211V	Fail to Correct DL - Verbal Warning	1		1				2				0	2
9212C	Expired DL - Citation				1			1				0	1
9212V	Expired DL - Verbal Warning					1		1				0	1
9220C	DAS/DAR/DAC - Citation	11	4	8	6	9	10	48	9	9	1	19	67
9220V	DAS/DAR/DAC - Verbal Warning		4	1	2	2		9		2		2	11
9225C	No Seatbelt On - Citation						1	1				0	1
9225V	No Seatbelt On - Verbal Warning						1	1		3		3	4
9248	TINTED WINDOW	1						1				0	1
9248C	Tinted Window - Citation					1		1	1			1	2
9248V	Tinted Window - Verbal Warning	2				1	2	5		1		1	6
9249	OBSTRUCTED VIEW/SUSPENDED	2					2	4		2		2	6
9251C	HEAD/TAIL/BRAKE LIGHT - Citation					1		1				0	1
9251V	HEAD/TAIL/BRAKE LIGHT - Verbal	17	16	18	13	38	30	132	37	28	9	74	206
9252	NO PLATE/PLATE			2			3	5				0	5
9252A	No Plate/Platelight/Obstruct - Admin							0		1		1	1
9252C	No Plate/Platelight/Obstruct - Citation			1	1		1	3		1		1	4



All Coded Incidents

Date Range: 7/1/2022 to 3/12/2023

		2022							2023				Code Total
Moc Code	Code Description	Jul	Aug	Sep	Oct	Nov	Dec	Year Total	Jan	Feb	Mar	Year Total	
9252V	No Plate/Platelight/Obstruct - Verbal	6	5	6	3	12	5	37	5	4		9	46
9253	LOUD EXHAUST/MUFFLER				1			1				0	1
9253V	Loud Exhaust/Muffler - Verbal	2		4	1			7				0	7
9261	LITTERING	1				1		2				0	2
9261C	Littering - Citation				1			1	1			1	2
9262	Juvenile Offense			1				1				0	1
9270	VANDALISM/PROPERTY DAMAGE	6	1	1	2		5	15				0	15
9270V	Vandalism/Property Damage - Verbal					1		1				0	1
9273	NO MV INSURANCE							0		1		1	1
9273C	No MV Insurance - Citation	3	3	2	1		1	10	6	2		8	18
9273V	No MV Insurance - Verbal Warning	1		1		1	5	8		1		1	9
9301	MISSING PERSON			1				1				0	1
9303	MISSING/LOST PROPERTY		1	1	2			4				0	4
9313	FOUND PROPERTY	4	2	5	3	2	3	19		1	1	2	21
9315	ABANDONED VEHICLE				1		1	2	4		1	5	7
9316	RECOVERED STOLEN PROPERTY	1					1	2				0	2
9400	OTHER ACCIDENTS				2	2		4	2	1		3	7
9531	FALL/CUT							0	1			1	1
9532	BURN				1			1				0	1
9542	FALL	3	4	5	6	4	9	31	4	13	2	19	50
9600	Other Fire/Smoke	1			1			2	1	1		2	4
9610	FIRE ALARM		3	1	1	2		7		1	1	2	9
9611	GAS LEAK/SMELL	2						2	1	2		3	5
9625	BUILDING INSPECTION		2	1				3				0	3
9700	SUICIDE						1	1				0	1
9710	SUICIDE ATTEMPT			1				1				0	1
9720	SUDDEN DEATH	2			1		1	4				0	4
9730	OTHER MEDICAL	42	24	22	34	35	35	192	38	45	5	88	280
9732	Medical Alarm	1	1		1		1	4	5			5	9
9737	WELFARE CHECK - ADULT	10	10	8	8	10	6	52	8	3	1	12	64
9738	WELFARE CHECK - JUV	1		1		1		3		1		1	4
9740	MENTAL HEALTH ISSUE	1	1	4	3	1	2	12	4	2		6	18
9800	INFO REC'D	60	53	76	47	69	45	350	51	38	15	104	454
9801	VERBAL DOMESTIC	2	3	2		1	3	11	1			1	12
9804	CIVIL MATTER	3	2	5	1	3		14		2	1	3	17



All Coded Incidents

Date Range: 7/1/2022 to 3/12/2023

		2022							2023				Code Total
Moc Code	Code Description	Jul	Aug	Sep	Oct	Nov	Dec	Year Total	Jan	Feb	Mar	Year Total	
9805	Trespass Warn/Order	1	1			2		4	1			1	5
9806	DISTURBANCE/FIGHT/LOUD	12	10	7	13	9	4	55	5	4	1	10	65
9809	RECEIVE COURT ORDER/OFP	1		1				2				0	2
9810	SUSPICION	17	9	10	12	9	9	66	7	11	6	24	90
9811	OPEN DOOR/WINDOW	14	1	1		1	1	18	2	1		3	21
9819	FIREWORKS COMPL / WARN	2						2				0	2
9822	MISC. JUVENILE PROBLEM	1	2	1	2			6				0	6
9828	DRIVING/TRAFFIC COMPLAINT	6	3	2	3	3	3	20	2	9	2	13	33
9829	PARKING COMPL	9	17	17	9	15	4	71	10	7		17	88
9830	HOUSE/BUSINESS CHECKS	396	333	249	285	396	343	2002	437	473	136	1046	3048
9832	RECORD CHECKS	14	7	9	15	12	8	65	11	11	7	29	94
9835	FIREARM PERMIT		3	2	2	3		10			1	1	11
9841	ALCOHOL COMPLIANCE CHECK			3				3				0	3
9842	TOBACCO COMPLIANCE CHECK			2				2				0	2
9844	Solicitor Permit	6				2		8	3			3	11
9845	PARKING PERMIT		1			1		2				0	2
9850	OTHER ORD VIOL (JUNK CARS,	2	1	1				4				0	4
9860	ANIMAL COMPLAINT/CHECK	5	10	5	4	3	3	30	4	3	1	8	38
9871	POLICE ESCORT/STAND-BY			2	1		1	4	2	2		4	8
9872	FUNERAL ESCORT	2				2		4	1			1	5
9875	FINGERPRINTS	5	2	6	2	3	2	20	1	7	1	9	29
9878	MOTORIST ASSIST/STALL	5	2	1	2	2	8	20	3	3	3	9	29
9879	UTILITY PROBLEM	1	1	4	1	5	7	19	2	3	1	6	25
9880	PUBLIC ASSIST	20	15	12	15	19	16	97	20	7	1	28	125
9881	LOCKOUT	4	4	7	2	5	7	29	8	3	2	13	42
9882	BUSINESS ALARM	8	7	9	9	11	7	51	5	11	3	19	70
9883	CO2 ALARM		1	1				2				0	2
9884	HOME ALARM	1	1	2	6	2	2	14	3	2		5	19
9888	911 HANG-UP	4	4	4	3	2	5	22	7	6		13	35
9900	ASSIST OTHER DEPT	23	12	19	21	11	6	92	5	8	6	19	111
9901	WARRANT/ATTEMPT/ARREST	4	2	2		1	2	11	1	1		2	13
9916	VEHICLE FORFEITURE/IMPOUND	1				3	4	8	2	2		4	12
9940	Internal Affairs		1					1				0	1
9969	Sex Offender/POR Info/Checks			1				1				0	1
D8500	DRUGS-SMALL AMOUNT			1				1				0	1



All Coded Incidents

Date Range: 7/1/2022 to 3/12/2023

Moc Code	Code Description	2022							2023			Year Total	Code Total
		Jul	Aug	Sep	Oct	Nov	Dec	Year Total	Jan	Feb	Mar		
D8540	DRUGS-SMALL AMOUNT			1			1	2				0	2
E6700	ESC-MS-FLEE AN OFFICER OTHER						1	1				0	1
HC9611	Disturbance - Unwanted Person							0	1			1	1
HC9700	911 Hang Up					1		1				0	1
JDW01	TRAF-AC-FE-1ST DEG DWI-08 OR			1				1				0	1
JFW01	TRAF-AC-GM-3RD DEG DWI-08 OR							0	1			1	1
M5313	JUVENILE-CURFEW	1	1					2				0	2
Q0627	STLN PROP-UNK LVL-BRNG STAT-						1	1				0	1
Q2626	STLN PROP-GM-BRNG STAT-						1	1				0	1
TB159	THEFT-MORE 2500-FE-MOTOR			1				1				0	1
TC009	THEFT-501-2500-FE-UNKNOWN-			1				1				0	1
TG000	THEFT-LESS 200-MS-UNKNOWN-		2					2				0	2
TG009	THEFT-LESS 200-MS-UNKNOWN-	3			1		1	5	1			1	6
TG209	THEFT-LESS 200-MS-FULL SERV	2	5	3	2	8	3	23				0	23
TG999	THEFT-LESS 200-MS-OTHER-OTH	1				1		2				0	2
TN009	THEFT-201-500-MS-UNKNOWN-				1			1				0	1
U328D	THEFT-MS-SHOPLIFTING-250 OR			1				1				0	1
Grand Total								4500				1960	6460

Group A Offenses and Clearances by Classification

The data in this report is not real-time and is current as of 3/12/2023

Agency: Osseo Police Dept

Report Period: 7/1/2022 - 3/12/2023

Population: 2,545

ORI: MN0271600

Offense	Offense Code	Offenses Reported or Known	Crime Rate per 100,000	Cleared by Arrest	Cleared by Exceptional Means	Cleared Involving only Under 18 Years Old
Animal Cruelty	720	Total	0	0	0	0
Arson	200	Total	0	0	0	0
Assault Offenses						
Aggravated Assault	13A		1	39	1	0
Simple Assault	13B		4	157	3	0
Intimidation	13C		3	118	3	0
		Total	8	314	7	0
Bribery	510	Total	0	0	0	0
Burglary/Breaking & Entering	220	Total	0	0	0	0
Counterfeiting/Forgery	250	Total	0	0	0	0
Destruction/Damage/Vandalism of Property	290	Total	9	354	3	0
Drug/Narcotic Violations	35A	Total	5	196	2	0
Drug Equipment Violations	35B	Total	2	79	1	0
Embezzlement	270	Total	1	39	0	0
Extortion/Blackmail	210	Total	0	0	0	0
Fraud Offenses						
False Pretenses/Swindle/Confidence Game	26A		6	236	1	0
Credit Card/Automatic Teller Machine Fraud	26B		0	0	0	0
Impersonation	26C		0	0	0	0
Welfare Fraud	26D		0	0	0	0
Wire Fraud	26E		0	0	0	0
Identity Theft	26F		2	79	2	0
Hacking/Computer Invasion	26G		0	0	0	0
		Total	8	314	3	0
Gambling Offenses						
Betting/Wagering	39A		0	0	0	0
Operating/Promoting/Assisting Gambling	39B		0	0	0	0
Gambling Equipment Violations	39C		0	0	0	0
Sports Tampering	39D		0	0	0	0
		Total	0	0	0	0
Homicide Offenses						
Murder and Nonnegligent Manslaughter	09A		0	0	0	0
Negligent Manslaughter	09B		0	0	0	0
		Total	0	0	0	0
Human Trafficking Offenses						
Commercial Sex Acts	64A		0	0	0	0
Involuntary Servitude	64B		0	0	0	0

Offense	Offense Code	Offenses Reported or Known	Crime Rate per 100,000	Cleared by Arrest	Cleared by Exceptional Means	Cleared Involving only Under 18 Years Old
Kidnapping/Abduction	100	Total	0	0	0	0
Larceny - Theft Offenses		Total	0	0	0	0
Pocket-Picking	23A		1	39	0	0
Purse-Snatching	23B		0	0	0	0
Shoplifting	23C		12	472	3	1
Theft from Building	23D		1	39	1	0
Theft From Coin-Operated Machine or Device	23E		0	0	0	0
Theft from Motor Vehicle	23F		2	79	0	0
Theft of Motor Vehicle Parts or Accessories	23G		5	196	0	0
All Other Larceny	23H		31	1218	1	1
		Total	52	2043	5	2
Motor Vehicle Theft	240	Total	16	629	2	0
Pornography/Obscene Material	370	Total	0	0	0	0
Prostitution Offenses						
Prostitution	40A		0	0	0	0
Assisting or Promoting Prostitution	40B		0	0	0	0
Purchasing Prostitution	40C		0	0	0	0
		Total	0	0	0	0
Robbery	120	Total	0	0	0	0
Sex Offenses						
Forcible Rape	11A		0	0	0	0
Forcible Sodomy	11B		0	0	0	0
Sexual Assault with an Object	11C		0	0	0	0
Forcible Fondling	11D		0	0	0	0
		Total	0	0	0	0
Sex Offenses, Nonforcible						
Incest	36A		0	0	0	0
Statutory Rape	36B		0	0	0	0
		Total	0	0	0	0
Stolen Property Offenses	280	Total	0	0	0	0
Weapon Law Violations	520	Total	2	79	1	0
Grand Total			103	4047	24	2

Group B Arrests by Classification _

The data in this report is not real-time and is current as of 3/12/2023

Agency: Osseo Police Dept

Report Period: 7/1/2022 - 3/12/2023

ORI: MN0271600

Offense	Offense Code	Total Arrests	Total Arrests Involving only Under 18 Years Old
Bad Checks (Decommissioned January 2022)	90A	0	0
Curfew/Loitering/Vagrancy Violations	90B	2	1
Disorderly Conduct	90C	3	0
Driving Under the Influence	90D	8	0
Drunkenness (Decommissioned January 2022)	90E	0	0
Family Offenses, Nonviolent	90F	0	0
Liquor Law Violations	90G	4	0
Peeping Tom (Decommissioned January 2022)	90H	0	0
Runaway	90I	0	0
Trespass of Real Property	90J	1	0
All Other Offenses	90Z	7	0
Grand Total		25	1

Resolution No. 2021-41

**RESOLUTION GRANTING REQUEST FROM MILTON KYNE FOR A
CONDITIONAL USE PERMIT TO ALLOW FOR
USED AUTO SALES AND MINOR AUTO REPAIR AT 337 COUNTY ROAD 81**

WHEREAS, Milton Kyne has made application for a conditional use permit ("CUP") to allow for a used auto sales and minor auto repair at 337 County Road 81 (Property Identification Number 18-119-21-33-0007) ("Subject Property"); and

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

WHEREAS, Section 153.038(B)(3)(e) of the City Code of Ordinances indicates that outdoor motor vehicle sales and auto repair is a conditional use in this zoning district; and

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

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

WHEREAS, a public hearing was held on June 21, 2021, at a regular meeting of the Osseo Planning Commission and all interested persons were invited to speak and were heard by the Planning Commission; and

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

WHEREAS, based on a review of the application and input from the public hearing, the Planning Commission recommended approval of the requested conditional use permit at its June 21, 2021, regular meeting by a 4-0 vote; and

WHEREAS, the City Council considered the application and Planning Commission recommendation on June 28, 2021;

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

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

impair property values within the neighborhood, because it is generally consistent with other uses in the C2-S district;

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

BE IT FURTHER RESOLVED as follows:

The Osseo City Council adopts this Resolution No. 2021-41 granting a CUP to allow for outdoor motor vehicle sales and minor auto repair on the Subject Property, subject to the following conditions:

1. Vehicle Storage. Any vehicle waiting for repairs for longer than 12 hours shall be stored inside an enclosed space or screened from public view;

2. Indoor Operations. Any vehicle repair or maintenance shall take place indoors. Idling of vehicles for diagnostic or repair purposes is allowed outdoors;

3. Applicable Provisions. This permit is subject to the requirements of the City's ordinances and the Applicant is required to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and to obtain such other permits and permissions as may be required. Local and state regulations and ordinances shall include but are not limited to the following:

- a) No auto wrecking, junk, and salvage shall be stored on properties in the C2-S District, per Osseo City Code.
- b) Vehicles on the property shall be licensed for operation, shall not be kept for scrapping, and shall meet other requirements of Osseo City Code § 93.20.
- c) Any waste tires shall be stored inside an enclosed space or screened from public view (Osseo City Code § 153.054) and protected from the elements so as not to provide habitat to rodents or insects (Osseo City Code § 93.18).
- d) Any trash enclosure shall be screened from public view (Osseo City Code § 153.057).
- e) Modifications to the building shall be in accordance with Osseo City Code and the approved site and building plan on file with the City (Osseo City Code § 153.153).
- f) Signage relating to the use shall adhere to Osseo City Code § 153.090 - § 153.098.
- g) If the facility generates any hazardous waste as defined by Hennepin County or the State of Minnesota, the facility shall at all times meet all requirements imposed by Hennepin County or the State of Minnesota.

4. Test Drives. Vehicles for sale or undergoing repair or maintenance at the property may not be driven through residential districts;

5. Employee Parking. Parking by employees shall be restricted to the back of the property, or farthest away from the main entrance, when available, to allow for all other parking for customers;

6. Customer Parking. A minimum of six customer-only parking stalls shall be located on the property at all times (Osseo City Code Chapter 153 Appendix B), closest to the main entrance of the business;

7. Sale and Repair Parking. A maximum of 12 outdoor for sale and repair parking stalls shall be located on the property at all times. No vehicle for sale or under repair may be parked outside of a clearly marked parking stall;

8. Open to Inspection. During any hours at which the business is open, the business shall be open to any State or County official and to any City official or police officer, when accompanied by Applicant, for inspection to determine compliance with the stated conditions of approval;

9. Recording Requirement. The City of Osseo shall memorialize the conditional use permit by adopting a resolution that the applicant shall record in the office of the County Registrar of Titles withing 60 days of its adoption by the City;

10. No Waiver. Failure by the City to take action with respect to any violation of any condition, covenant, or term of this permit shall not be deemed to be a waiver of such condition, covenant, or term or any subsequent violation of the same or any other condition, covenant, or term;

11. Revocation. The violation of any terms or conditions of this permit including, but not limited to, any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The Applicant shall be given written notice of any violation and reasonable time, as determined by the City, to cure the violation before a revocation of the permit may occur;

12. Binding Effect. This permit and its conditions are binding on the Owner and Applicant, their successors and assigns, and shall run with the Property, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership, until the permit is terminated or revoked as provided herein. The obligations of the Applicant under this permit shall also be the obligations of the current and any subsequent owners of the Property;

13. Acceptance of Conditions. Utilization of the Property for any of the uses allowed by this permit shall automatically be deemed acceptance of, and agreement to, the terms and conditions of the permit without qualification, reservation, or exception.

Adopted by the Osseo City Council this 28th day of June, 2021.

The motion for the adoption of the foregoing resolution was made by Councilmember Johnson, seconded by Councilmember Stelmach, and upon vote being duly taken thereon, the following voted in favor thereof: Juliana Hultstrom, Harold E. Johnson, Duane Poppe, Larry Stelmach, and Alicia Vickerman,

and the following voted against the same: none,


and the following was absent: none,

whereupon said resolution was declared duly passed and adopted.

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

We, the undersigned, being the duly qualified Mayor and Clerk of the City of Osseo, Hennepin County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution No. 2021-41 is a true and correct copy of the Resolution as adopted by the City Council the 28th day of June, 2021.



Duane E. Poppe, Mayor

LeAnn Larson, City Clerk



Hennepin County Property Map

Date: 3/30/2021



PARCEL ID: 1811921330007

OWNER NAME: Aag Investment Group Inc

PARCEL ADDRESS: 337 Co Rd No 81 Svc Rd W,
Osseo MN 55369

PARCEL AREA: 0.41 acres, 17,903 sq ft

A-T-B: Abstract

SALE PRICE: \$245,000

SALE DATA: 12/2019

SALE CODE: Excluded From Ratio Studies

ASSESSED 2020, PAYABLE 2021
PROPERTY TYPE: Industrial-Preferred
HOMESTEAD: Non-Homestead
MARKET VALUE: \$271,000
TAX TOTAL: \$7,907.28

ASSESSED 2021, PAYABLE 2022
PROPERTY TYPE: Industrial
HOMESTEAD: Non-homestead
MARKET VALUE: \$450,000

Comments:

337 County Road 81 W

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

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COUNTY 2021

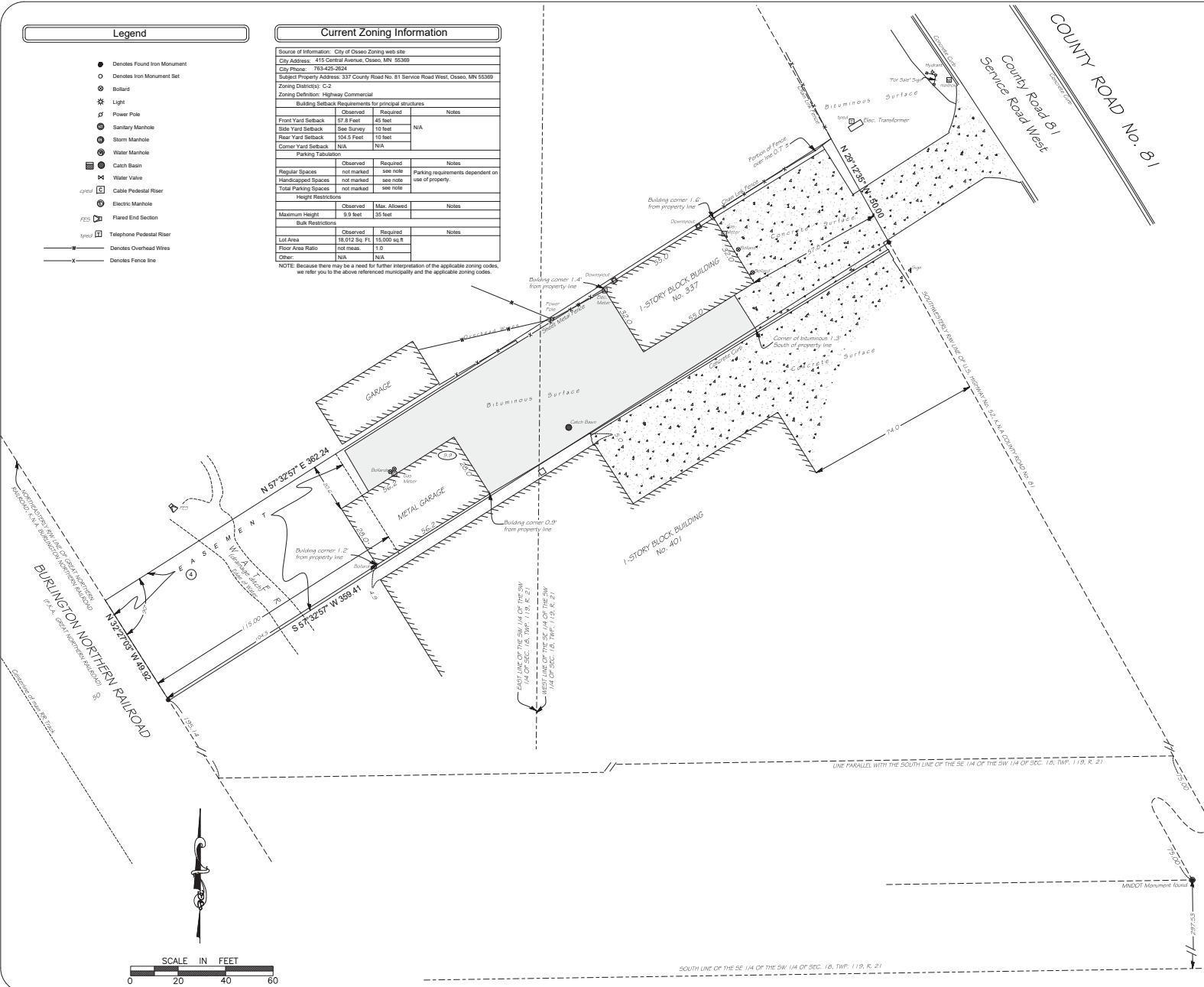
Legend

- Denotes Found Iron Monument
- Denotes Iron Monument Set
- Bolted
- ★ Light
- ⚡ Power Pole
- ⊙ Sanitary Manhole
- ⊙ Storm Manhole
- ⊙ Water Manhole
- ⊙ Catch Basin
- ⊙ Water Valve
- ⊙ Cable Pedestal Riser
- ⊙ Electric Manhole
- ⊙ Flared End Section
- ⊙ Telephone Pedestal Riser
- ⊙ Denotes Overhead Wires
- ⊙ Denotes Fence line

Current Zoning Information

Source of Information: City of Osseo Zoning web site			
City Address: 415 Central Avenue, Osseo, MN 55369			
City Phone: 763-425-2624			
Subject Property Address: 337 County Road No. 81 Service Road West, Osseo, MN 55369			
Zoning District: C-2			
Zoning Definition: Highway Commercial			
Building Setback Requirements for principal structures			
	Observed	Required	Notes
Front Yard Setback	57.8 Feet	45 feet	N/A
Side Yard Setback	See Survey	10 feet	
Rear Yard Setback	104.5 Feet	10 feet	
Corner Yard Setback	N/A	N/A	
Parking Tabulation			
	Observed	Required	Notes
Regular Spaces	not marked	see note	Parking requirements dependent on use of property.
Handicapped Spaces	not marked	see note	
Total Parking Spaces	not marked	see note	
Height Restrictions			
	Observed	Max. Allowed	Notes
Maximum Height	9.9 feet	25 feet	
Bulk Restrictions			
	Observed	Required	Notes
Lot Area	18,012 sq. ft.	10,000 sq. ft.	
Floor Area Ratio	not marked	1.0	
Other	N/A	N/A	

NOTE: Because there may be a need for further interpretation of the applicable zoning codes, we refer you to the above referenced municipality and the applicable zoning codes.



ALTA/NSPS LAND TITLE SURVEY FOR:

AGRI TILE & CONSTRUCTION INC.
337 County Road 81 Service Road West
Osseo, MN 55369

Legal Description

That part of the Southwest Quarter of the Southwest (SW 1/4-SW 1/4) and that part of the Southeast Quarter of the Southwest Quarter (SE 1/4-SW 1/4) of Section Eighteen (18), Township One Hundred Nineteen (119), Range Twenty-one (21), described as follows, to wit: Commencing at a point in the southwesterly right of way line of U.S. Highway No. 52 as it now exists distant 75 feet Northwesterly measured along said right of way line from its intersection with a line drawn parallel with and 297.53 feet north of the south line of the Southeast Quarter of the Southwest Quarter (SE 1/4-SW 1/4) of said Section; thence West parallel with the South line of said Southeast Quarter of Southwest Quarter (SE 1/4-SW 1/4) a distance of 395.94 feet, more or less, to the Northwesterly right of way line of the Great Northern Railroad; thence Northwesterly along said railroad right of way a distance of 195.14 feet to the actual point of beginning of the tract of land herein described; thence continuing on the last described course a distance of 49.92 feet; thence at right angles a distance of 302.85 feet more or less to the Southwesterly right of way line of U.S. Highway No. 52, as it now exists; thence Southeast along said Highway right of way line a distance of 50 feet; thence Southwesterly a distance of 359.93 feet more or less to the point of beginning, subject to an easement over the Southwesterly 115.0 feet thereof.

Note Corresponding to Schedule B

As per Commitment No. 27306-218708102, dated December 20, 2019.

- ① Item 1 - Taxes are not a survey issue.
- ② Item 2 - Assessments are not a survey issue.
- ③ Item 3 - Highway right of way location as shown herein.
- ④ Item 4 - Easement over the Southwesterly 115 feet of property affects property as shown.
- ⑤ Item 5 - Mineral rights are not a survey issue.
- ⑥ Item 6 - Leases are not a survey issue.
- ⑦ Item 7 - Not to our knowledge.
- ⑧ Item 8 - Items listed are not a survey issue.
- ⑨ Item 9 - Highway location and Service road location as shown.

Miscellaneous Notes

- MN-1 Legal description and easements per title commitment from Fidelity National Title Insurance Company Commitment No. 27306-218708102, dated December 20, 2019.
- MN-2 Property Address: 337 County Road No. 81 Service Road West, Osseo, MN 55369 PID No. 18.119.21.33.0007
- MN-3 Area of Parcel = 18,012 sq. ft.
- MN-4 By graphic interpretation only, this property is in Flood Zone "X" (area of minimal flooding) per FEMA panel map number 27053C0182P dated 11/04/2016.
- MN-5 Per item 6 of certification: No zoning report or letter provided. Zoning information shown obtained thru City website.
- MN-6 There is no observable evidence of cemeteries or burial grounds on subject property.
- MN-7 There are no ponds, lakes, springs or rivers bounding on or running through subject property with the exception of a drainage ditch running through back half of property as shown.
- MN-8 There is no observable evidence of earth moving work, building construction or building additions within recent months.
- MN-9 There are no changes in street right-of-way lines either completed or proposed as available from the controlling jurisdiction.
- MN-10 There is no observable evidence of recent street or sidewalk construction or repairs.
- MN-11 There is no observable evidence of site used as a solid waste dump, sump or sanitary landfill.

ALTA/NSPS Land Title Survey Certification

To Agri Tile & Construction Inc. and Fidelity National Title Insurance Company as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA, and NSPS, and includes items 1, 2, 3, 4, 6(b), 7(a)(c), 8, 9 and 11 of Table A thereof. The field work was completed on April 8, 2021. Dated this 28th day of April, 2021.

Prepared by:

DEMARC
LAND SURVEYING & ENGINEERING
701 7th Avenue South
Minneapolis, Minnesota 55426
F.B. No. 1117-57 Proj. No. 89485

Signed: *Gregory B. Prisch*
Gregory B. Prisch Registration No. 24992

drawn by: *Gregory B. Prisch*

7/2/2021 10:10:10 AM

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Public Safety Advisory Committee Meeting Item

Agenda Item: Administration Department

Meeting Date: March 22, 2023

Prepared by: Riley Grams, City Administrator

Attachments: None

Discuss PSAC Resolution

Chair Hultstrom asked that a discussion about the PSAC Resolution, specifically regarding PSAC meeting frequency, be discussed amongst the PSAC members. The original PSAC Resolution (2010-17), which created the PSAC group and spelled out the role of the group, stated that the PSAC should meet quarterly. However, in 2016, the PSAC decided to amend their Resolution to state that the PSAC shall meet at City Hall “as needed” (see attached Resolution 2016-70). This change was made noting that the group didn’t need or require mandatory quarterly meetings, especially when there were not any pressing PSAC items to discuss. Currently the PSAC group can call for meetings should more pressing matters require more frequent meetings. We try not to have a meeting for the sake of just having a meeting. If the PSAC group agrees that the Resolution should be further amended, they should discuss and provide direction to Staff on how to proceed.

Central Ave Sidewalk Update

Recently there had been some concerns regarding the sidewalk finish used on the 2022 Central Ave project, specifically the “window pane” finish and the slipperiness of that specific style. Staff met with City Engineering firm WSB on site numerous times in 2022 to review the finish for potential slip risk. Window pane finishes are a common style of finish found in many areas around the Twin Cities. The finish is simply there to provide an aesthetic look and feel compared to the standard broomed gray concrete finish. Staff even went as far as contacting the League of Minnesota Cities to have an adjuster come out to review the sidewalk finish and provide a recommendation on the potential liability posed due to a slip as a result of that finish. Ultimately the League found that no additional liability was present due to the window pane finish, outside of the standard liability found on any public sidewalk. However, noting that some residents find the finish more slippery than other finishes, Staff and WSB will look to use a different aesthetic finish to future public sidewalks.

City Hall/Fire Department/Police Department Facilities

The Osseo City Hall building is over 60 years old and has begun to show signs of its age. The useful lifespan of these types of buildings is commonly 50-60 years before updated requirements make buildings obsolete. Likewise, many of the functional components of the building are beginning to fail, making for costly repairs or replacements. It may be time to think about the usefulness of this building, and what the City’s needs are moving forward, specifically from a public safety perspective (since both the Police Department and Fire Departments are housed within this building). City Staff has begun to review the building limitations and plan for an eventual replacement in the near future. This includes reviewing all public safety needs and requirements to ensure that we are meeting the needs of our residents now and into the future. We will have much more on this project very soon.

Resolution No. 2016-70

AMENDING PUBLIC SAFETY ADVISORY COMMITTEE

WHEREAS, the purpose of the Osseo Police and Fire Departments is to protect the health and safety of the Osseo residents, businesses, and visitors, and the general welfare and property of citizens; and

WHEREAS, the City Council is interested in promoting the transparency of government, and realizes the importance of citizen involvement in local discussions of policy and decision making; and

WHEREAS, Osseo citizens can be additional eyes and ears of public safety personnel throughout the community; and

WHEREAS, Osseo citizens are concerned about their community, their neighborhoods, and their tax dollars, and want to be involved in advising the City Council on public safety issues; and

WHEREAS, this Resolution replaces the Resolution No. 2010-17 which created the Osseo Public Safety Advisory Committee;

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Osseo, County of Hennepin, State of Minnesota, hereby maintains a Public Safety Advisory Committee composed of two members of the City Council, two Osseo residents, and two Osseo business owners or employees, all who shall be appointed by the City Council;

BE IT FURTHER RESOLVED the Public Safety Advisory Committee:

- Shall meet at City Hall as needed;
- Shall elect one of the Councilmembers as Chair;
- Shall report on the Committee's activities to the City Council at the Council's next meeting following the Committee's meeting;
- Shall accept items to the agenda from its members, the public, and City employees;
- Shall keep a record of its meetings in the form of minutes;
- Shall conduct open public meetings at all times and post such notice;
- Shall accept and encourage the attendance of the Police Chief, Fire Chief, and/or Public Safety Coordinator at each Committee meeting.

Adopted by the Osseo City Council this 24th day of October, 2016.

The motion for the adoption of the foregoing resolution was made by Councilmember Schulz, seconded by Councilmember Johnson, and upon vote being duly taken thereon, the following voted in favor thereof: Councilmembers Harold E. Johnson, Duane Poppe, Mark Schulz, Larry Stelmach, and Anne Zelenak,

and the following voted against the same: None,

and the following were absent: None,

whereupon said resolution was declared duly passed and adopted.

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

We, the undersigned, being the duly qualified Mayor and Clerk of the City of Osseo, Hennepin County, Minnesota, a Minnesota municipal corporation, hereby certify that the above and foregoing Resolution No. 2016-70 is a true and correct copy of the Resolution as adopted by the City Council the 24th day of October, 2016.

Duane E. Poppe, Mayor

LeAnn Larson, City Clerk