



# Osseo City Council Meeting

## AGENDA

**REGULAR MEETING**  
**Monday, June 10, 2019**  
**7:00 p.m., Council Chamber**

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

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1. **Call to Order**
2. **Roll Call** [quorum is 3]
3. **Pledge of Allegiance**
4. **Approval of Agenda** [requires unanimous additions]
5. **Consent Agenda** [requires unanimous approval]
  - A. Approve Council Work Session Minutes of May 28
  - B. Approve Council Minutes of May 28
  - C. Receive May Building Report
  - D. Receive Public Safety Advisory Committee Minutes of May 22
  - E. Approve Hire of Reserve Officer Jacob Anderson
  - F. Approve ASCAP Music License
6. **Matters from the Floor**
7. **Special Business**
  - A. Approve Night to Unite Event Plans – Officer Tony Mortinson
  - B. Accept Donations (Resolution)
8. **Public Hearings**
9. **Old Business**
  - A. Approve Copier/Printer Agreement with Loffler Companies
  - B. Approve Software Agreement with Dropkick Studios LLC dba Rescue Hub
10. **New Business**
  - A. Approve EDA Actions of June 10
  - B. Approve Accounts Payable
11. **Administrator Report**
12. **Council and Attorney Reports**
13. **Announcements**

Music in the Park
14. **Adjournment**

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

1. CALL TO ORDER

Mayor Duane Poppe called the work session of the Osseo City Council to order at 6:00 p.m. on Monday, May 28, 2019.

2. ROLL CALL

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

Members absent: None.

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

Others present: None.

3. AGENDA

Council agreed to discuss the work session items.

4. DISCUSSION ITEMS

A. COMMUNITY CENTER FEES/POLICY

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

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

Abts stated a staff member suggests minor changes to the requirements for decorations and signage, adding "sand, glitter, and silly string" to the list of "rice, birdseed, and

confetti" that are not to be used. Allowing decorations to be put up with masking tape or 3M hooks, but not pins, tacks, or other types of adhesives is suggested.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### B. GATEWAY SIGN FEES/POLICY

Abts stated the Gateway Sign is a unique community asset, and when the policy for its operation was adopted, the Council acknowledged the policy might need to be adjusted. The sign has been in use for one full year, and we have better information about the level of use and its costs. She has received feedback from the community about the sign, including a survey. Revenue from sign advertising has generally been enough to cover the operating costs of the sign, but not enough to cover future capital costs (repair/replacement of the reader boards) and any potential recovery of the EDA's \$60,000 contribution to the sign.

Abts explained nonprofit organizations have requested reduced pricing for their events, and the City Council approved a fee waiver process in April 2018. The Council might want to discuss whether this process is still working. Organizations from outside of Osseo have also asked about using the sign. The Council may also discuss whether this is a desired change. Non-Osseo users might be charged a higher fee.



Abts reported the Council might also want to consider different pricing for longer advertising periods, or charging for staff to create graphics. The City of Sartell, near St. Cloud, uses the following rate structure:

- Sign Rental Rates - (lower part of sign, full color ads)
- \$2,400/1 year, plus tax
- \$1,500/6 months, plus tax
- \$900/3 months, plus tax
- \$350/1 month, plus tax
- \$100/week, plus tax
- \$50 Ad set up fee
- \$15 Ad change fee

Stelmach asked if the City was making money on the gateway sign. Abts reported the City was operating in the black for the gateway sign.

Stelmach requested staff provide the Council with numbers for the first part of 2019 compared to the numbers for 2018. Abts commented she could provide this information to the Council but noted use of the gateway sign was not linear.

Schulz stated he appreciated that the gateway sign was trending in the right direction. He encouraged the EDA to continue to reach out to local businesses to ensure they know about the gateway sign.

Johnson questioned how much time staff was spending on the gateway sign on a weekly basis. Abts explained the amount of time ebbed and flowed depending on the number of ads each week. She estimated she spent one to two hours per week on the gateway sign.

Hultstrom stated she had a really hard time reading the neon green text. She questioned if the Council wanted to open up the gateway sign to businesses or entities outside of Osseo.

Stelmach indicated he would like to better understand the sign's capacity before making this decision.

Schulz explained he may be willing to consider opening up the gateway sign to a certain radius of businesses, but anticipated this would lead to a longer conversation for the Council. He recommended the EDA discuss this further at a future meeting. The Council was in agreement.

#### C. POTENTIAL RESIDENTIAL NUISANCE ABATEMENT ACTION

Abts stated since late last year the City has been actively working with residential property owners on the 500 block of 3rd Avenue NW to address a number of public nuisances. The nuisances are identified and defined under the city's nuisance code, as well as Hennepin County's Ordinance 25, which addresses Public Health Nuisances. As required by these ordinances, the property owner has been notified of the nuisances and given a reasonable amount of time to correct the violations, and inspectors have granted a number of extensions to the original deadline. Because the investigation is ongoing, limited information about the efforts can be made public.

Abts reported recently inspectors from Hennepin County Public Health, the Osseo Police Department, and Metro West Inspection Services (Building Official) visited the property on Wednesday, May 22, to review progress made during a 90 period. After the property owner requested three more weeks to make the necessary improvements, the inspectors agreed to grant one further 30-day extension. If the nuisances are not corrected within that period, it will be necessary for the City and/or County to abate the nuisance.

Abts explained as the Council discussed last year when addressing a property with unmowed grass, abatement will require incurring expenses and action from the Council. Depending on the specific process followed, there are various opportunities to recover the costs of abatement from the property owner.

Schulz stated he would like more information on this matter. He questioned if the Council could discuss this issue in a closed session. City Attorney Tietjen discussed the options available to the Council based on the condition of a property. She noted if court action were necessary the matter could be discussed in a closed session.

Johnson asked when this property first became a concern. Grams stated this was well before he joined the City.

Schulz indicated he supported the Council meeting in a closed session if action were to be taken.

4. ADJOURNMENT

The Work Session ended at 7:02 p.m.

Respectfully submitted,

Heidi Guenther  
*TimeSaver Off Site Secretarial, Inc.*

**OSSEO CITY COUNCIL  
REGULAR MEETING MINUTES  
May 28, 2019**

1. CALL TO ORDER

Mayor Duane Poppe called the regular meeting of the Osseo City Council to order at 7:07 p.m. on Monday, May 28, 2019.

2. ROLL CALL

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

Staff present: City Administrator Riley Grams, City Planner Nancy Abts, Public Works Director Nick Waldbillig, Police Chief Shane Mikkelsen, Fire Chief Mike Phenow, and City Attorney Mary Tietjen.

Others present: Martin Duffy, Josh Duffy, Mike Cogswell, Drew Cogswell, Chad Boelke, Blane Anderson, and Jennifer Bauernfeind.

3. PLEDGE OF ALLEGIANCE

Poppe led the Pledge of Allegiance.

4. APPROVAL OF AGENDA [Additions - Deletions]

Poppe asked for additions or deletions to the Agenda.

City Administrator Riley Grams requested the Council add a second quote for consideration under Item 10B.

**A motion was made by Hultstrom, seconded by Stelmach, to accept the Agenda as amended. The motion carried 5-0.**

5. CONSENT AGENDA

- A. Receive EDA Minutes of May 13
- B. Approve City Council Minutes of May 13
- C. Receive April Hockey Association Gambling Report
- D. Approve Exempt Permit for Raffle at American Legion by Fur, Fin & Feather
- E. Approve Liquor and Tobacco License Annual Renewals
- ~~F. Approve Waiver for Weekly Use of Community Center by Mosaic Church~~
- G. Approve Hire of Luke Wills for Seasonal Public Works Laborer Position
- H. Receive April Lions Club Gambling Report
- ~~I. Approve Bandshell Request from Comfort Keepers~~

**A motion was made by Stelmach, seconded by Hultstrom, to approve the Consent Agenda as amended removing Items 5F and 5I for further discussion. The motion carried 5-0.**

F. Approve Waiver for Weekly Use of Community Center by Mosaic Church

Johnson stated the Mosaic Church was not a local group. He questioned if the City should be waiving the fee for a church located outside of Osseo.

Hultstrom commented in February 2019 another religious organization requested use of the Community Center and this request was denied by the Council. She believed this set precedent for religious organizations not being able to use the Community Center and recommended this request be denied. She noted Mosaic Church was requesting to use the Community Center every Sunday evening through the summer.

Stelmach asked if the Community Center was available Sunday evenings. Abts indicated the space was typically open on Sunday evenings. She noted there was one conflict for the dates requested.

Stelmach questioned if Mosaic Church would carry a damage deposit. Abts reported this was the case.

Grams clarified for the record that the request from February was not denied because it was a church making the request, rather the Council discussed whether to dedicate the Community Center space to a long-term user on Saturday evenings. Grams further noted that the February request had been approved, not denied as was previously stated, but the user had been able to find a permanent meeting location, instead of the community center.

The Council also clarified that the request was for approval of weekly use of the Community Center, not for a fee waiver.

Schulz stated after hearing this information he could now support the request.

**A motion was made by Schulz, seconded by Stelmach, to approve the waiver allowing for weekly use of Community Center by Mosaic Church. The motion carried 4-1 (Hultstrom opposed).**

I. Approve Bandshell Request from Comfort Keepers

Stelmach asked how it would work to have a banner posted in the park for an event. He noted stakes could not be put into the ground given the irrigation system that was in place.

Jennifer Bauernfeind, Comfort Keepers, introduced herself to the Council and discussed the event she was planning for seniors on Wednesday, June 26. She noted her clients, caregivers, and community members would be invited to attend the event. She asked that a banner be allowed to be tied to trees in order to help seniors find the event.

City Planner Nancy Abts commented signs are allowed on public property with approval by the City. She explained a sign that was 50 square feet would be allowed and noted staff could work with the user to assist in having a banner displayed for the event.

Schulz encouraged the City Administrator and Public Works Director to work with applicants in the future in order to handle these types of requests at a staff level.

**A motion was made by Stelmach, seconded by Schulz, to approve the Bandshell Request from Comfort Keepers. The motion carried 5-0.**

6. MATTERS FROM THE FLOOR

Martin Duffy, Duffy's Bar at 337 Central Avenue, greeted the Council and noted Duffy's Bar and Grill would be celebrating 30 years in Osseo this June.

Josh Duffy, Duffy's Bar, explained a celebration was being planned for Saturday, June 22, from 8:00 p.m. to 12:00 p.m. He noted a live band called Black Dog Road would be playing at this event. He invited everyone to attend this summer party event.

7. SPECIAL BUSINESS

A. APPROVE DUFFY'S SUMMER PARTY SPECIAL EVENT PERMIT

Grams stated Duffy's Bar and Grill has requested a Special Event Permit to celebrate their 30<sup>th</sup> Anniversary on June 22, from 7:00 p.m. to 1:00 a.m. at 337 Central Avenue.

**A motion was made by Hultstrom, seconded by Schulz, to approve Duffy's Summer Party Special Event Permit. The motion carried 5-0.**

B. APPROVE SPARK MUSIC SPECIAL EVENT PERMIT

Grams stated Spark Music has requested a Special Event Permit for Student Appreciation Day on June 22, from 9:00 a.m. to 4:00 p.m., at the parking lot of 24 3<sup>rd</sup> Street NE. He noted live acoustic music would be at the event, along with a bouncy house and food.

Schulz asked what condition the alley would be in during the event due to the alley reconstruction project. Public Works Director Waldbillig reported the alley would be accessible during the event. He reported the alley would be a gravel surface and there would be no open trenches or trip hazards.

**A motion was made by Schulz, seconded by Stelmach, to approve Spark Music's Special Event Permit. The motion carried 5-0.**

C. APPROVE GRADUATION PARTY SPECIAL EVENT PERMIT

Grams stated Jason Luke has requested a Special Event Permit for a neighborhood graduation party on June 29, from 1:00 p.m. to 8:00 p.m., at 340 7<sup>th</sup> Avenue SE and 341 7<sup>th</sup> Avenue SE.

**A motion was made by Schulz, seconded by Johnson, to approve the Neighborhood Graduation Party Special Event Permit. The motion carried 5-0.**

D. ACCEPT DONATIONS (Resolution)

Grams stated the City has received the following donations:

Donor	Amount/Item	Designated Fund
Osseo American Legion	\$10,000	Police Equipment
Harold E. & Gayle Johnson <i>(in memory of Leroy Molencamp, Betty Olson, &amp; Thomas Tischner)</i>	\$ 300	Beautification Fund

Staff recommended the Council accept the donations.

**A motion was made by Schulz, seconded by Hultstrom, to adopt Resolution No. 2019-33 accepting donations from the Osseo American Legion and Harold E. & Gayle Johnson. The motion carried 5-0.**

8. PUBLIC HEARINGS – None.

9. OLD BUSINESS

A. APPROVE 2<sup>ND</sup> READING AND ADOPTION OF TOBACCO ORDINANCE AND SUMMARY PUBLICATION (Resolution)

Grams stated City Attorney Mary Tietjen prepared the draft Tobacco Ordinance. This ordinance has been discussed at several previous Council work sessions, and includes updated language and statutory requirements. He requested City Attorney Tietjen review the changes with the Council.

City Attorney Tietjen explained the Council approved the first reading of the Tobacco Ordinance at the May 13 Council meeting. City Attorney Tietjen has clarified language on pages 5-6 of the Tobacco Ordinance to reflect Council direction.

City Attorney Tietjen reported staff is seeking direction from the Council regarding the amount of the administrative penalty fees because, after the first reading of the ordinance, staff caught an inconsistency between the Tobacco Ordinance and the current Fee Schedule. Ordinance Section 112.13(C) Administrative penalties (on page 11) states the following:

(1) Licensees. Any licensee found to have violated this chapter, or whose employee shall have violated this chapter, shall be charged an administrative fine of \$75 for a first violation of this chapter; \$200 for a second offense at the same licensed premises within a 24-month period; and \$250 for a third or subsequent offense at the same location within a 24-month period. In addition, after the third offense, the license shall be suspended for not less than seven consecutive days.

Grams recommended the fine amounts be consistent with the fee schedule. He indicated staff was also recommending the background check fees remain at the \$300

and \$500 level for individuals and partnerships/corporation. He reiterated this was a one-time fee and not a yearly fee for tobacco license holders.

**A motion was made by Schulz, seconded by Hultstrom, to approve the Second Reading and Adoption of the Tobacco Ordinance changing the penalty amounts to be consistent with the Fee Schedule and adopt Resolution No. 2019-34 for summary publication. The motion carried 5-0.**

B. AMEND 2019 FEE SCHEDULE (Resolution)

Grams stated staff has reorganized the City Fee Schedule to list all typical business licenses in one grouping. Along with that reorganization, the background investigation fees for each of the business licenses should probably be increased to be consistent across the board for all business licenses, at \$300 for individuals and \$500 for partnerships/corporations.

**A motion was made by Stelmach, seconded by Schulz, to adopt Resolution No. 2019-35 amending the Fee Schedule for 2019. The motion carried 5-0.**

10. NEW BUSINESS

A. APPROVE CITY HALL ROOF REPAIR

Public Works Director Nick Waldbillig stated the roof at City Hall has been leaking periodically over the years during large rain events. During inspection it was found to be in good overall condition and is estimated to have 5 to 10 years of use before replacement. The leak is near a transition in the roof and believed to be running straight down the interior walls creating damage inside the building. This will be a cost-effective repair and allow us time to assess and plan for a complete roof replacement in the future. With complete replacement costing upwards of \$150,000, this would be a good place to start. The lowest quote for \$2,200 is from Jackson and Associates.

Schulz stated he supported the proposed roof repair.

Stelmach thanked Waldbillig for bringing this item forward after considering multiple options.

**A motion was made by Stelmach, seconded by Johnson, to approve City Hall roof repair per the quote of \$2,200. The motion carried 5-0.**

B. APPROVE CITY HALL ROOF TOP UNIT REPAIR

Waldbillig stated the A/C unit that needs replacement was installed in 2002 with the community center addition. The unit in question has had several repairs and is now being recommended for replacement.

**A motion was made by Schulz, seconded by Stelmach, to approve replacing air conditioning unit per the lowest quote of \$3,475 from Cedar Heating and Air Conditioning.**

Hultstrom questioned where Cedar Heating and Air Conditioning was located. Poppe reported this company was located in Maple Grove.

Hultstrom asked if the proposed A/C unit would be comparable to the Tranes listed on the Comfort Solutions quote. Waldbillig stated he did not know what type of unit would be installed but could report back to the Council with this information. He explained he had requested the A/C unit to be replaced with a comparable unit.

Hultstrom reported she had worked with Comfort Solutions in her home and was pleased with the work they did. She indicated Trane units were top of the line and questioned if Cedar Heating and Air Conditioning would be providing the City with the same high-end A/C unit.

Johnson stated he had this same question but noted he could support the request to go with Cedar Heating and Air Conditioning.

**The motion carried 5-0.**

C. APPROVE PURCHASE OF PUBLIC WORKS SNOW PUSH BOX

Waldbillig commented the Push Box would be an additional piece of equipment that will aid in snow removal efforts. The HLA Snow Push Box will attach to the current loader and be more efficient than a standard bucket. The Push Box has operable side panels that allow the operator to control and divert snow to the left, right, or by closing them to move large piles of snow down the street. The Push Box will mainly be used on Central Avenue and business areas where large quantities of snow need to be pushed long distances and ultimately removed. When using a standard loader bucket the operator has little control over the snow that spills off the sides creating more trips back and forth, making the process inefficient. This purchase will speed up the process and allow the operator to move on to other tasks and will reduce our time invested in snow removal.

Grams explained this item would be paid for out of the Equipment CIP. He noted this item was not in the 2019 CIP as the previous Public Works Director had thought to purchase a snow blower instead of this piece of equipment. However, he noted this item was much lower in cost and was a good solid purchase for the City.

Stelmach thanked staff for seeking an alternate solution and for providing a cost savings measure for this piece of equipment.

Schulz anticipated this piece of equipment would be used for more than just Central Avenue. He stated he was excited to see how this piece of equipment would improve snow removal for the businesses along Central Avenue.

**A motion was made by Schulz, seconded by Johnson, to approve purchase of Public Works Snow Push Box from Minnesota Equipment in the amount of \$17,985. The motion carried 5-0.**

D. APPROVE PURCHASE OF PUBLIC WORKS TRACTOR



Waldbillig stated the current tractor and its attachments are in need of replacement. Frequent break downs have required extensive repair and costly down time. The current model tractor is a 20 horse power front steer unit that is equipped with snow blower, broom, and 60" side discharge mower deck. The replacement tractor will be a 37 horse power rear steer unit that is equipped with snow blower, broom, and 72" rear discharge mower deck. The rear steer tractor will be more maneuverable during snow removal and lawn mowing, and provide better visibility during operation. The updated rear discharge mower deck will ensure safety during operation along county roads and populated parks. The new tractor comes with a 2 year or 2,000 hour warranty. Also, MN Equipment is offering a trade-in value of the old unit to offset the cost.

**A motion was made by Hultstrom, seconded by Schulz, to approve purchase of Public Works tractor in the amount of \$39,932.12 through MN Equipment. The motion carried 5-0.**

E. APPROVE PURCHASE OF FIRE DEPARTMENT UTILITY TRUCK AND DECLARE SURPLUS PROPERTY (Resolution)

Fire Chief Mike Phenow explained the Fire Department currently has a truck designated Utility 11 (11 refers to "station 1, unit 1"). It is a converted bread truck from decades ago. It serves a number of purposes: it carries the SCBA fill station, extra SCBA harnesses and tanks, firefighter rehab supplies, miscellaneous tools and supplies. It also has seating to transport a crew of firefighters. He explained a committee had been formed to investigate a new utility truck for the Fire Department. He provided further information on the new utility truck, described how it would be used and requested approval of the purchase.

Schulz thanked Chief Phenow for the detailed report on this item. He asked if this purchase was in the CIP for 2019. Grams reported this was the case. The cost of this truck is estimated at \$47,517.32.

Phenow recommended the 1989 Chevrolet box truck (Utility 11) and 2010 Ford Expedition Command Vehicle be declared surplus and authorized for sale.

Hultstrom explained this item was discussed by the Public Safety Advisory Committee at its May 22 meeting and the group supported this purchase.

Johnson thanked the committee members that worked on this project.

**A motion was made by Hultstrom, seconded by Schulz, to approve the purchase of a Fire Department Utility Truck, approve relocation of the SCBA fill station, and adopt Resolution No. 2019-36 declaring City property as surplus and authorizing its sale. The motion carried 5-0.**

F. APPROVE FIRE DEPARTMENT FACILITY AND TECHNOLOGY UPGRADES

Fire Chief Phenow stated the Osseo Fire Department Relief Association made a donation to the city in the amount of \$75,000 early in 2019. While \$30,000 was designated to go towards the Equipment CIP for the planned fire truck purchase, the initial thinking is that the remaining \$45,000 be used for needed Fire Department facility improvements.

There are a number of improvements that he would like to implement using these funds. He reviewed the proposed improvements in detail with the Council and requested approval of the upgrades. Facilities upgrades include garage door window tint, training room improvements, dispatch room computer equipment, SCBA bottles, and technology upgrades.

Schulz questioned where the TV would be located. Fire Chief Phenow discussed the proposed location for the TV.

Schulz encouraged the Chief to consider purchasing two TVs given the fact this was a large space and the Fire Department had enough funds to cover one additional TV. Fire Chief Phenow stated he would take this into consideration.

**A motion was made by Schulz, seconded by Stelmach, to approve the proposed facilities and technology improvements up to \$45,000. The motion carried 5-0.**

G. APPROVE CITY CELL PHONE PLAN

Police Chief Shane Mikkelson stated after speaking with AT&T and with Verizon he was able to get the same governmental emergency plan with Verizon that AT&T offers at a cheaper monthly rate. He had heard about the new First Net program from AT&T which gives government a way to still use cell phones and MIFI when a large emergency is occurring by pre-empting the tower for government use only. AT&T offered to lower costs but Verizon came out with a new pricing formula and government plan that gives the City the same advantages that AT&T First Net does, at an even lower monthly rate than AT&T. Chief explained the department would add a phone for a new full-time officer and he would like to add a MIFI device for training and travel. This new Verizon plan and cost is still lower than the current cost for current Verizon services.

**A motion was made by Hultstrom, seconded by Stelmach, to approve the move to the new Verizon wireless plan adding a cell phone and MIFI device.**

Schulz thanked Police Chief Mikkelson for investigating this item and coming back with a better rate for the City.

**The motion carried 5-0.**

H. APPROVE NEW PRINTER/COPIER/FAX UNIT FOR ADMINISTRATION

Grams stated the current copier/printer/fax machine in Administration is at the end of its five-year contract with Loffler. The state contract for these devices is from the MN Dept. of Administration Cooperative Purchasing Venture (CPV). Osseo has been a member of the CPV for almost ten years. Staff lacks the expertise to compare quotes outside of a state contract. Quotes for three of the four Contract Vendors for Contract Release C-1005(5) were obtained: Canon, Ricoh, and Toshiba. He provided further comment on this purchase and noted the City has been pleased with the Loffler Companies product and customer service. He requested direction from the Council on how to proceed.

Johnson believed that service was important for these types of products and for this reason he recommended the City stay with Loffler.

Schulz thanked City Clerk LeAnn Larson for her efforts on this item. He suggested the next five-year lease consider the value of the copier at the end of five years noting this piece of equipment could be passed along to the fire department or police department. He stated with the State bid the City did not have right to this piece of equipment after five years.

**A motion was made by Hultstrom, seconded by Johnson, to direct staff to enter into a contract with Loffler for a new printer/copier/fax unit and requesting staff return to the Council with this item at a future meeting. The motion carried 4-1 (Schulz opposed).**

I. APPROVE ACCOUNTS PAYABLE

Grams reviewed the Accounts Payable with the Council.

**A motion was made by Johnson, seconded by Schulz, to approve the Accounts Payable as presented. The motion carried 5-0.**

11. ADMINISTRATOR REPORT – None.

12. COUNCIL AND ATTORNEY REPORTS

Abts reported she attended two training events last week, the first for a Metro Transit parking reform discussion and the second was a Sensible Land Use Coalition presentation on managing the City's message.

Abts noted today was the last day for the Step To It Challenge. She encouraged residents to log in and enter all activity on the Step To It webpage.

Hultstrom stated on Friday, May 21, she and Johnson attended a blessing service for the steeple at Steeple Pointe (the steeple was recently removed from the building).

Johnson reported he and Schulz completed a survey of the downtown streetscape along Central Avenue last week and it appears the deterioration was quite heavy over the winter.

Johnson commented on the email the City received regarding positive news about the recent car show.

Schulz explained a streetscape meeting was held to discuss Central Avenue. He indicated the group was discussing options for this corridor and noted a short-term plan would be brought to the Council for consideration, along with long-range concepts. He noted a lot of the damage appears to be mechanical from snow plows. He reported the City may need to find alternative solutions for removing snow along Central Avenue. He reported the streetscape committee would be meeting again in a month.

Schulz commented on the Memorial Day event that was held at the American Legion and apologized for not being in attendance.

Schulz discussed the properties that were for sale along Central Avenue and noted he wanted the EDA to discuss this further at a future EDA meeting.

13. ANNOUNCEMENTS

Poppe invited the public to attend the Music in the Park event on Tuesday, June 11, where the Teddy Bear Band would be performing at 7 p.m.

Schulz encouraged the public to contact City Hall if they knew of any food trucks that may be willing and able to attend the Tuesday Movie and Music in the Park events.

Poppe commented on the summer recreation rebate program that was now available to Osseo children ages 9 through 17.

14. ADJOURNMENT

**A motion was made by Johnson, seconded by Hultstrom, to adjourn the City Council meeting at 8:42 p.m. The motion carried 4-1 (Schulz opposed).**

Respectfully submitted,

Heidi Guenther  
*TimeSaver Off Site Secretarial, Inc.*

# Osseo May 2019 Report

5 C

PID	Date	Permit Number	Estimated Value	Owner or Applicant	Address	Type	Project	SAC	Permit Amount	Surcharge	Plan Review	Total
1311922110047	5/1/2019	2019-78	\$ 3,630	Osseo Senior High	317 2nd Ave NW	PL	fire alarm system alteration	\$0	\$ 103.25	\$ 2.00	\$ 67.11	\$ 172.36
1811921220071	5/1/2019	2019-79	\$ 660	Carol Nielsen	400 2nd Ave NE	PL	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1311922110047	5/2/2019	2019-80	\$ 423,000	Osseo Senior High	317 2nd Ave NW	BL	excavation work	\$0	\$ 500.00	\$ -	\$ -	\$ 500.00
1311922110112	5/2/2019	2019-81	\$ 20,000	Lienemann Investments	317 Central Ave	BL	reside	\$0	\$ 339.25	\$ 10.00	\$ -	\$ 349.25
1311922110047	5/7/2019	2019-82	\$ 65,280	Osseo Senior High	317 2nd Ave NW	PL	fire protection alterations	\$0	\$ 801.75	\$ 33.00	\$ 521.14	\$ 1,355.89
1311922140052	5/7/2019	2019-83	\$ 5,998	Katrina Barnett	219 Central Ave	ME	air conditioner	\$0	\$ 132.75	\$ 3.00	\$ -	\$ 135.75
void		2019-84	\$ -									
1811921220137	5/8/2019	2019-85	\$ 6,500	Zephyr Investments	340 Central Ave	PL	plumbing alterations	\$0	\$ 295.00	\$ 3.50	\$ 95.88	\$ 394.38
1311922110122	5/9/2019	2019-86	\$ 70,150	Steeple Pointe	625 Central Ave	BL	roof repair	\$0	\$ 839.50	\$ 35.50	\$ -	\$ 875.00
1811921220045	5/9/2019	2019-87	\$ 4,065	Rebecca Hilliard	500 3rd Ave NE	PL	sewer repair	\$0	\$ 50.00	\$ -	\$ -	\$ 50.00
na	5/13/2019	2019-88	\$ -	CenterPoint	413 Co Rd 81	U	utility ROW	\$0	\$ 150.00	\$ -	\$ -	\$ 150.00
1811921220062	5/14/2019	2019-89	\$ 850	Brent Maves	533 3rd Ave NE	PL	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1311922140051	5/15/2019	2019-90E	\$ -	Wiley Enterprises	229 Central Ave	EL	electrical	\$0	\$ 40.00	\$ 1.00	\$ -	\$ 41.00
1811921220053	5/15/2019	2019-91	\$ -	James Kelly	624 3rd Ave NE		boulevard feature	\$0	\$ 25.00	\$ -	\$ -	\$ 25.00
1811921210057	5/16/2019	2019-92	\$ 2,250	Peggy Langston	417 5th Ave NE	PL	water repair	\$0	\$ 75.00	\$ -	\$ -	\$ 75.00
1811921220091	5/16/2019	2019-93	\$ 2,250	Richard Hopkes	544 2nd Ave NE	PL	water repair	\$0	\$ 75.00	\$ -	\$ -	\$ 75.00
1811921230008	5/16/2019	2019-94E	\$ -	Mary Abbey	105 3rd St NE	EL	electrical	\$0	\$ 74.00	\$ 1.00	\$ -	\$ 75.00
1811921240045	5/17/2019	2019-95	\$ 15,500	Perry Douglass	624 2nd St NE	BL	solar PV array	\$0	\$ 280.25	\$ 8.00	\$ 182.16	\$ 470.41
1811921240045	5/17/2019	2019-96E	\$ -	Perry Douglass	624 2nd St NE	EL	electrical	\$0	\$ 60.00	\$ 1.00	\$ -	\$ 61.00
1811921220096	5/20/2019	2019-97	\$ 11,454	John Cochran	501 2nd Ave NE	BL	windows	\$0	\$ 75.00	\$ 1.00	\$ -	\$ 76.00
1811921210077	5/20/2019	2019-98	\$ 73,500	North Oaks Manor Apts	616 North Oaks Dr	BL	reroof	\$0	\$ 861.75	\$ 37.00	\$ -	\$ 898.75
1311922110122	5/22/2019	2019-99	\$ 17,000	Steeple Pointe	625 Central Ave	BL	demo steeple	\$0	\$ 295.00	\$ 8.50	\$ 191.75	\$ 495.25
1811921240055	5/22/2019	2019-100	\$ 1,100	Danielle Nolan	33 7th Ave NE	PL	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1811921220022	5/22/2019	2019-101	\$ 1,613	Mark Cook	116 4th St NE	PL	water heater	\$0	\$ 15.00	\$ 1.00	\$ -	\$ 16.00
1811921210063	5/22/2019	2019-102E	\$ -	Nicholas Lectka	424 4th Ave NE	EL	electrical	\$0	\$ 40.00	\$ 1.00	\$ -	\$ 41.00
1811921310024	5/24/2019	2019-103	\$ 1,500	Osseo Gardens	525 2nd St SE	PL	fire sprinkler alterations	\$0	\$ 57.50	\$ 1.00	\$ -	\$ 58.50

## Osseo May 2019 Report

1811921240106	5/29/2019	2019-104	\$ 5,726	Steve Tollefsrud	233 6th Ave NE	BL	reside	\$0	\$ 100.00	\$ 1.00	\$ -	\$ 101.00
1811921240106	5/29/2019	2019-105E	\$ -	Steve Tollefsrud	233 6th Ave NE	EL	electrical	\$0	\$ 40.00	\$ 1.00	\$ -	\$ 41.00
<b>Totals</b>			<b>\$ 732,026</b>					<b>\$0</b>	<b>\$ 5,370.00</b>	<b>\$ 152.50</b>	<b>\$ 1,058.04</b>	<b>\$ 6,580.54</b>

**OSSEO PUBLIC SAFETY ADVISORY COMMITTEE  
MINUTES  
May 22, 2019**

**1. CALL TO ORDER**

Grams called the Public Safety Advisory Committee meeting to order at 6:00 p.m., Monday, May 22, 2019.

**2. ELECTION OF CHAIR**

Grams requested the Committee elect a Chair to serve for the remainder of 2019.

Stelmach stated he would be happy to continue serving as Chair for 2019.

A motion was made by Hultstrom, seconded by Hartkopf, to nominate Larry Stelmach as Chair of this committee. The motion carried 6-0.

**3. ROLL CALL**

Members present: Gary Current, Tom Hartkopf, Jason Hegerle, Dan Penny, and Councilmembers Juliana Hultstrom & Larry Stelmach.

Members absent: None.

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

Others present: Mike Cogswell, Drew Cogswell, Chad Boelke, and Blane Anderson.

**4. APPROVAL OF AGENDA**

A motion was made by Hultstrom, seconded by Current, to approve the agenda as presented. The motion carried 6-0.

**5. APPROVAL OF MINUTES – August 21, 2018**

A motion was made by Hultstrom, seconded by Hartkopf, to approve the minutes of August 21, 2018, meeting. The motion carried 6-0.

**6. DEPARTMENT UPDATES**

A. **Fire Department** - Chief Mike Phenow

**Overall department summary**

Phenow stated the department continues to operate efficiently and effectively thanks to the dedication of its members. Many firefighters turned out to help make the recent Easter Egg Hunt despite the late spring snow-cover. Call volume has been higher than is typical historically. Operations have continued smoothly in the wake of significant personnel changes. Many members have stepped up to take on more responsibility and move into more senior roles.

### **Staff updates**

Phenow reported the last few months have seen a lot of change in the department. A new firefighter was hired in late September 2018. Two recruits and a lieutenant resigned in December 2018. Chief McGrane resigned at the end of the year, also, and Phenow was promoted to chief. We then posted internally and filled the vacated captain and lieutenant positions. To ensure a thorough and fair promotion process, there is a new interview and scoring method for internal promotions. With a target staff of 30 and a current staff of 21, our top priorities are recruiting and retention. We have developed a 2019 Firefighter Hiring Schedule. This was constructed by starting from the expected class start dates and working backwards. This gives a 4-month period starting on the Easter Egg Hunt and ending 1 week after Night to Unite during which we can make a concerted effort to solicit applications.

Phenow indicated he had a table set up at the Easter Egg Hunt with applications, the 2019 hiring schedule, and a new "What to Expect" document. He updated the "Join the Osseo Fire Department" page on the city website to include this information and more. We plan to promote the position often on Facebook and the Gateway Sign. Lieutenant Tom Dahl generously refurbished our "Firefighters Wanted" sign, which has been placed on the corner of Central and 4th. We plan to promote the position at Night to Unite in August. If we do not start to receive enough qualified applicants by mid-Summer, we will consider other recruiting options, including a targeted mailing, open house, etc. Following the close of the application period, we plan to run a coordinated, hands-on process for interviewing, selecting, screening, hiring, onboarding, and training new recruits. We've often struggled to get applicants through the hiring process and recruits through their first year. Executing those steps should help ensure better retention during that critical first year.

### **Call summary**

Phenow stated we saw an increase in calls for trouble breathing during the middle of winter when pneumonia was going around. We also responded to a number of fire alarms that were actually burst sprinkler pipes in the days following the deep freezes in January and February.

### **Equipment updates**

Phenow stated SCBA (Self-Contained Breathing Apparatus) Testing was performed in January by Emergency Response Solutions. No issues were found. The pumps on Engine 11 and Tanker 11 were both tested in March. Both pumps passed. Despite operating in ranges sufficient for passing the test, 3 discharges on Engine 11 were found to be leaking vacuum. We've received an estimate of \$1,525 for repairing those three items. We propose getting them repaired to minimize the risk of responding to a fire and being unable to efficiently pump water. Rescue 11 has been having some issues with the Diesel Particulate Filter (DPF) needing to be "regenerated." After consulting with some folks, it seems that the issue arises because it does not get driven at highway speeds often enough. The fact that it is mostly limited to "city" driving within the city limits causes soot build-up in the filter. Driving it regularly at highway speeds, even for short periods, is enough to clear it out. We will be having people take it out for a quick "lap" after calls to keep it in good working order. A typical "lap" would be County Road 81 to Zachary to 610 to 169 to 85th to 81 and then back to the station. FireCATT is scheduled to perform annual hose and ladder testing on June 22. Emergency Apparatus Maintenance is scheduled to perform annual testing on our hydraulic extrication tools on May 21.

### **Training schedule update**

Phenow stated the 2019 training schedule was set in late 2018. We work closely with FIRE, Inc., to provide many of our core training courses. Much of the cost of these training courses is



covered by a grant received from the Minnesota Board of Firefighter Training and Education (MBFTE). For the 2018-2019 state fiscal year, we received a grant award allowing us to submit training invoices for reimbursement up to \$4,715 (and sometimes more if there are unused funds from other departments). We always use our full grant amount. Phenow explained these core topics cover many of the recertification requirements for both fire and EMS certifications. We supplement these courses with other training courses, both in-house and from outside sources. In April we attended a joint training hosted by Osseo PD and presented by Dr. Paul Nystrom, covering a range of health and wellness topics. In May trainers from the MN Fire Initiative will be putting on a course for us, covering cardiac risk, emotional trauma issues, and cancer risk. This is covered by grant money received by the MN Fire Initiative aimed at giving this presentation to every department in the state. In October, our Fire Inspector Hugh Heidt will be putting on a training covering some of the “target hazards” in Osseo to discuss special considerations, unique challenges and hazards, water supply, pre-plans, etc.

### **Daytime responder status**

Phenow stated daytime response is always a concern on paid-on-call fire departments, as the majority of responders tend to live near the station and have a daytime job that takes them outside of the response area. We have been fortunate to hire and retain a dedicated and reliable group of responders with diverse working arrangements. Staff has analyzed our calls for the period 9/1/18 through 4/17/19 and found only a negligible difference between our Weekday Daytime response numbers and our Nights & Weekends response numbers.

Phenow explained a number of factors account for this. We have some responders that work in the response area and can respond from work. Some responders work 2nd or 3rd shifts at their primary job or work weekends. Others have non-standard schedules like paramedics or full-time firefighters. Still others have seasonal jobs that result in greater availability in the winter months. This balance can shift rapidly with staff turnover, seasonal factors, job changes, and more. We will continue to place an emphasis on daytime responders in recruiting efforts.

### **Utility pickup truck**

Phenow stated the Fire Department currently has a truck designated Utility 11 (11 refers to “station 1, unit 1”). It is a converted bread truck from many decades ago. It serves a number of purposes: it carries the SCBA fill station, extra SCBA harnesses and tanks, firefighter rehab supplies, miscellaneous tools and supplies, and it has seating to transport a crew of firefighters.

Phenow commented this truck has served the department well over the years but is severely showing its age. It increasingly requires extra care and maintenance and does not run well. We have reached the point where it doesn’t make sense to continue to spend money getting it repaired over and over. For the past few years, there has been an item in the Capital Improvement Plan to replace this truck. The Equipment CIP has a line item to replace this truck in 2019 with a budget of \$77,250. Factored into the equipment CIP is an assumption of continued donations from the OFDRA. The assumption for 2019 was a donation of \$30,000. At the council meeting on 1/28/19, the council accepted a donation from the OFDRA for \$75,000, \$30,000 of which is intended for this purpose.

Phenow explained the fire department convened a committee to research various options for a replacement utility truck. At the direction of the City Administrator, we sought estimates for both 1) a fully-outfitted truck from a company that builds such vehicles, and 2) a truck that we outfit by obtaining a truck through the state bid process and then having various vendors and contractors supply various parts and labor as necessary. The committee conducted extensive

research and gave careful consideration to the type of truck that would best suit our needs and have the longest service life for our usage patterns. The consensus was that a standard crew-cab gasoline pickup truck with a topper was the most cost-effective approach to meet our needs.

Phenow indicated the committee first found a truck under the first option (a pre-built truck). They found one listed on the Fenton Fire website (a broker of used fire apparatus) for \$52,800. It turned out to be not a used listing, but a listing by GTA Fleet Solutions/Front Line Emergency Vehicles. After reaching out and getting more details, the committee received a quote for the same, which allowed a small amount of customization.

Phenow stated the committee then pursued quotes to build a comparable truck by first acquiring the truck through the state bid process and then equipping it using third parties as necessary. The dealer that holds the current state-bid contract for "Trucks: Pickup & Light Duty Vehicles" is Midway Ford. We received two quotes from them, one for an F-150 with a 6.5' box that came in at \$32,897.92 and one for an F-250 with an 8' box that came in at \$31,904.84. The F-150 came in higher because we had to add an HD Payload package to handle the weight in the bed (topper, slide-out storage system, equipment, etc.) that would not be required for the F-250 due to its higher standard weight rating.

Phenow reported the committee also received a quote from Radco for the purchase and installation of the slide-out storage unit, topper, and winch. This came to \$6,894.85. The committee received a quote from Action Fleet for the purchase and installation of all of the necessary lights, sirens, and radio equipment. This came to \$8,045.60. Finally, the committee received a quote from Kentco Signs for lettering and reflective striping. This came to \$672.03. All told, the Ford F-150 6.5' box came to \$48,520.40 and the F-250 8' box came to \$47,517.32. The committee recommends that we proceed with the Ford F-250 option, which would leave us almost \$30,000 under the original amount budgeted in the CIP.

Phenow stated as part of this replacement, he would recommend that we sell both the existing Utility 11 and the Command Vehicle. The department has had a command vehicle since 2010. It is an SUV that does not have a garage space and instead remains parked in the City Hall parking lot. It gets used only occasionally, mostly to transport recruits and their gear to their fire classes. It also is beginning to show its age and its use could be served by the new truck. He proposes that the proceeds from the sale of Utility 11 and the Command Vehicle be put into the equipment CIP to go towards future truck purchases. Finally, because the new truck would not be able to accommodate the SCBA fill station, he proposes that we have that moved into the station.

Hultstrom asked if this truck was the best option for the fire department. Phenow indicated the proposed truck was both the best option and the most cost effective. He discussed further how the new truck would support the needs of the fire department.

Hartkopf indicated he supported the purchase of the utility truck as proposed. He thanked the committee members that worked on this project.

Stelmach agreed stating he was happy to support the recommendation of Chief Phenow.

Hultstrom also supported the recommendation.

Hegerle explained he supported the purchase of a utility truck noting this would be easier to repurpose in the future than a “Wonder Bread” truck.

#### **Fire department facility updates**

Phenow stated the OFDRA recently made a donation to the city in the amount of \$75,000, which was accepted at the 1/28/19 City Council meeting. While \$30,000 was designated to go towards the equipment CIP for the planned fire truck purchase, it was decided that the remaining \$45,000 ought to be designated for facilities improvements. This was communicated to the city staff and the donation was apportioned to that effect. There are a number of improvements that we would like to implement using these funds. He reviewed the proposed improvements in detail with the committee.

#### **Technology upgrades**

Phenow stated having accurate, thorough, up-to-date, compliant, accessible records is critical in the emergency services. While we are not starting from zero, the records we do have are generally on paper or in antiquated software. This causes untold inefficiency. It also leads to them being less thorough, up-to-date, or accessible than they could be. He has been conducting a survey of the software solutions that are out there and how they might work for us. He reviewed 22 domain-specific software solutions, demoing or trialing what could be the top 8. He categorized the desired functionality into 5 broad categories: incidents, assets, training, inspections, and policies. Some "kitchen sink" solutions offer all of those and more. Some focus on only one. Others cut a cross-section of the functionality. As he evaluated them, he began to get a picture of how we would piece together the right set of solutions for our department. He has had discussions and received input on various aspects of this software evaluation process from chiefs from Maple Grove, Brooklyn Park, Anoka/Champlin, Hopkins, Hamel, Maple Plain, Excelsior, Medicine Lake, Crosslake, Shakopee Mdewakanton Sioux Community, and the Hennepin County Fire Chiefs Association.

Hultstrom requested further information regarding the proposed software purchases. Phenow explained Halligan would assist the department with tracking its assets and Rescue Hub would assist with tracking training hours.

Stelmach stated he supported the fire department having Zoom or Skype available in order for volunteers to attend training remotely.

Hegerle discussed how beneficial it would be to the fire department to have an updated training room.

Hultstrom indicated she supported the recommendations from the Fire Chief. She commended the fire department for their efforts at the structure fire that occurred on April 29.

The consensus of the Committee was to recommend the Council support the proposed renovations and software purchases.

#### **Summary of plan for OFDRA Donation**

Phenow stated the OFDRA made a donation of \$75,000 in January to the city. \$30,000 was designated to go towards the purchase of a new utility truck. The remaining \$45,000 was designated to be used for facilities improvements. He reviewed the proposed improvements that would be made to the Fire Station.

### **Dispatching procedures**

Phenow stated as we continually strive to maximize the value we deliver to the community given limited staff and budget, it is often necessary to reevaluate various procedures to ensure that they remain in alignment with that goal. We have seen an increase in the number of calls where there is not an opportunity for us to provide value. These include cases where the individual is only looking for a transport to the hospital, they are suffering from a nonemergency respiratory issue, they have fallen but have not sustained any injuries, and the like. Responding to too many of these calls begins to cause all manner of issues.

- 1) It results in inefficient use of resources. The police department always has at least one officer on duty. When they are available to respond and are able to handle these calls, it is wasteful to dispatch the entire fire department and send a crew of firefighters to the scene in a fire truck. This increases the wear and tear on the apparatus. It also increases payroll. Each firefighter that responds to a call gets paid \$11.25. This begins to add up with enough of these calls. Payroll is the largest portion of the fire budget by a wide margin. If we aren't providing value on these calls, these funds could be put to better use elsewhere.
- 2) It adds liability and risk. Every time a page goes out, more than half a dozen firefighters get in their personal vehicle and drive either to the scene or to the station. Then a crew of 2-4 firefighters drive a fire truck from the station to the scene. Driving to and from the station and incident scenes is a significant source of firefighter injury and fatality nationally. When we don't have the opportunity to provide value, we minimize unnecessary time with apparatus on the roads.
- 3) As the volume of such calls grows, it tends to create a culture of responding to routine, non-emergency calls. While it's important to be diligent and combat complacency, a disproportionate number of "false alarms" makes that a continual challenge.
- 4) It adversely impacts member's ability to make the required percentage of calls. As mentioned above, recruiting and retention are our current top priorities. Inflating the number of total calls increases the number of calls an individual must respond to and adversely effects our ability to keep all members in good standing.

Phenow stated in order to begin to address the issue, it's important to understand how the dispatch process works. Our PSAP ("Public Safety Answering Point") is the dispatch center at the Hennepin County Sheriff's Office. There are 73 different types of "event codes" (for fire departments) that dispatchers use to categorize events from the information they receive from the caller. Different agencies and units are then set up within the CAD ("ComputerAided Dispatch") software to respond to certain event codes (or incident types) within their jurisdiction.

Phenow explained when a call comes in the dispatcher creates a new incident in the CAD software and assigns it one of these event codes based on the information supplied by the caller. The dispatcher is prompted to dispatch the agencies and units that are configured to respond to that incident type in that jurisdiction. The dispatchers have very little discretion here. They don't have much opportunity to make a judgment call about the resources that are necessary or sufficient for that incident.

Phenow reported in larger jurisdictions, the approach is often to have a “duty crew” or “duty officer” that is on duty for an assigned shift and that is dispatched first to certain types of codes, rather than to put out an “all-call” for incident types that don’t warrant it. That officer or crew (often only one or two people) can assess the situation and determine if a larger response is necessary. Police officers also serve this function. The police are essentially dispatched to everything. They get dispatched to far more types and numbers of calls than fire departments do. If they are paged to an incident that the fire department wasn’t, but they determine that we are needed on that call, they will simply radio back to dispatch: “start fire,” and we are promptly dispatched. In the last 5 years, out of the 73 different incident types possible, the fire department responded to 66 different types of incidents. Of those types, we were only configured to “auto-start” to 47 of those types. Of the other 19 types of calls we responded to, we were dispatched despite not being configured to automatically be dispatched.

Phenow proposes is to take the 4 incident types most responsible for the disproportionate number of calls where we frequently can’t provide value (FALL, BREATH, BLEED, and SEIZ) and reconfigure them from “auto-started by dispatch” to “started at the discretion of PD.” This would bring us from 47 auto-started incident types to 43 (and increasing from 26 to 30 the number of incident types to which we don’t auto-start).

Phenow noted this does not mean that we won’t be responding to those types of calls. In 2018, we responded to 20 lift assists, despite not being configured to auto-start to that code (LIFTAST). A staff member at HCSO confirmed that there were actually 40 lift assists that PD responded to in 2018, 20 of which PD had us paged to. The other 20 were incidents that the police officer on duty determined we weren’t needed at and was able to handle themselves. Assuming an average of 7 responders per call, that was 140 round trips in personal vehicles avoided, 20 round trips of the rescue truck not taken, and \$1,575 in (unburdened) payroll saved. He thinks making this modest change is an important step to bolstering our retention efforts, reducing risk and liability, operating more efficiently, and being better stewards of the resources with which we’re entrusted. He requested feedback from the Committee on the proposed change.

Hartkopf discussed how emergency calls are dispatched in the City. He stated he supported the proposal from the Fire Chief.

Hegerle questioned if there would be a delay in emergency response services if a change were made to the dispatch services. Mikkelsen indicated if there was a delay it would be extremely minor and noted he fully supported the proposed changes. He commented the new approach would utilize common sense and would provide for better communication between fire, police, and EMTs.

Hultstrom stated she supported the proposed dispatching changes.

The consensus of the Committee was to recommend the Council support the proposed dispatching changes.

### **Grants**

Phenow stated we were awarded \$4,715 in training grant money from the MBFTE (Minnesota Board of Firefighter Training and Education) for the state’s 2019 fiscal year (July 2018 through June 2019). We are expecting to receive a similar grant for the 2019-2020 fiscal year. In May, we are taking advantage of a free training course put on by the Minnesota Fire Initiative. This is covered by grant money received by the MN Fire Initiative aimed at giving this presentation to

every department in the state. We have one new recruit who just finished his initial training in Firefighter 1, Firefighter 2, and Hazardous Materials Operations. We have submitted a request to the MBFTE for full reimbursement of the cost of these courses through their Basic Firefighter Training program.

In March, we submitted a grant application through the MNOSHA (Minnesota Occupational Health and Safety Administration) Safety Grant Program. We applied for matching funds up to \$10,000 to help replace turn-out gear that has reached the end of its serviceable life. In April, we submitted a grant application to the CenterPoint Community Partnership Grant program. We applied for up to \$2,250 in matching funds to help replace medical bags that are in disrepair and a RIT (Rapid Intervention Team) bag that was designed to work with our old SCBAs. It is expected that FEMA will again open up the application period for their AFG (Assistance to Firefighters Grant) program in the summer.

Hultstrom and Stelmach thanked Chief Phenow for his efforts and for pursuing grants to assist with Fire Department expenses.

Grams thanked the Fire Department for their efforts at the structure fire that occurred on April 29.

**B. Police Department - Chief Shane Mikkelson**

**Staff updates**

Mikkelson stated the department has five full time officers and nine part time officers. He explained he was short one part time officer at this time.

**Overall department summary**

Mikkelson stated he has been able to add a new full-time employee, held a citywide Night to Unite, are now using Naloxone, have one of the funniest Twitter accounts out there, and now have a crime prevention specialist.

**Call summary**

Mikkelson reviewed the calls for service with the Committee members. He stated the new traffic car was increasing numbers for the department.

**Equipment updates**

Mikkelson stated we have new squad computers, purchased new handguns, and purchased new ballistic shields. He commented on the benefits of the department having the same caliber and type of handguns.

**Discuss additional full-time position**

Mikkelson stated currently the Police Department works 12-hour shifts that are 6 am to 6 pm and 6 pm to 6 am on a daily basis. The 5th officer is working to fill in when needed, to balance the schedule, add officers on the street when the most dangerous calls occur, and to keep our officers answering our calls for service with less reliance on assisting agencies. The police department would then have a 6 am to 6 pm car, a 3 pm to 3 am car, and a 6 pm to 6 am car. This would allow for more full-time officer coverage and the 3 pm to 3 am car would do traffic when on duty with another squad car. He would then use attrition to pare down our part-time officers to five or six instead of nine or ten. The cost to add another officer is currently \$85,928.67 with benefits.



Current stated he supported the police department having an additional officer.

Hultstrom agreed stating this would improve officer safety in the overnight hours. In addition, she believed a full-time officer would be more apt to stay with the department than a part time employee.

Hegerle also supported the hiring of an additional officer.

The consensus of the Committee was to recommend the Council consider the hiring of one additional full-time police officer.

Grams discussed the budgeting process that would have to be followed if the Council were to support an additional full-time police officer.

### **Discuss police body cameras**

Mikkelson questioned if the City wants body cameras. He explained he asked this question last March and the answer was to come back in a year. He would like another discussion on this issue. He stated there may be a possibility of mass purchasing body cameras with the County.

Hartkopf asked what kind of privacy issues were in place for the body camera footage. Mikkelson reported the state had data privacy regulations in place.

Hultstrom stated she was not opposed to body cameras. She explained the technology was evolving at a high pace. She reported at this time she would rather spend money on police personnel than on body camera technology.

Hartkopf agreed stating he would rather see another full-time officer in the department than body cameras.

Grams commented he worried about how quickly this technology was changing. He discussed the cost of having this type of technology in place and how the City would have to create a policy in order to store and maintain the data.

Hultstrom asked if neighboring agencies had body cameras. Mikkelson reported Champlin and Brooklyn Park had body cameras and Maple Grove was looking into them. He stated the County was also investigating body cameras at this time.

Hegerle indicated he supported the department having more personnel than body cameras at this time.

### **2019 Night to Unite**

Mikkelson stated the 2018 Night to Unite was a huge success and we are going to have the same celebration this year. The planning process by the Night to Unite committee is ongoing. It was noted Night to Unite would be held on Tuesday, August 6. He thanked both the City and Premier Bank for sponsoring this event.

### **LiveScan software**

Mikkelson stated Livescan is a fingerprint machine that allows officers to do fingerprints on a computer instead of using ink. These prints are pre-determined to be correct and filled in

properly before they are sent to the Bureau of Criminal Apprehension (BCA). The police department has two different reasons to take fingerprints: if the person is under arrest or as a service to the general public for a small fee. Currently the police department uses ink and paper cards to take fingerprints. We have been finding that many of these fingerprint cards are getting pushed back to the police department by the BCA. Since taking fingerprints can be difficult because of factors like wet hands or the person is uncooperative and prints smearing, it does make the process easier when this machine will pre-determine that the fingerprints will pass the BCA standards.

Mikkelson reported passing of the BCA standards is very important for two reasons. First, in a criminal case the conviction will not go onto a criminal history without a valid fingerprint card. When a fingerprint card does not pass the BCA then we get a suspense record advising us that we have to try and track down people to re-fingerprint them so their conviction can be placed on their criminal history. Second, in the case of the general public getting fingerprints cards rejected is they have to come back to the police department to get them redone and it delays them getting approved for a license or an adoption.

Mikkelson explained another added feature of this machine is the booking photo module that can be purchased. This includes a camera, grey background, software, and a connection to the state's repository of photos. With the mugshot module the police department would be booking fewer people at Hennepin County and Brooklyn Park, thereby allowing officers to be in the City. The mugshot module would allow us to create our own booking sheet which will be uploaded to our records management system and would create a tracking system internally for bookings.

Mikkelson indicated the Livescan machine and connection to the BCA costs \$16,025.80 for the purchase. The options that he would like to add to the machine are a ruggedized cabinet for portability at \$1,504.35, FBI Certified Printer at \$1,200.00, Digital SLR camera for \$833.00, Mugshot Module \$200.00, LED lighting and mounting pole \$950.00, 18% gray backdrop for \$100.00, and some electrical outlet wiring for the camera that would cost \$500.00. The total cost would be \$21,313.15. There would also be an ongoing cost of maintenance for the machine and parts of \$2,905.84 per year.

Stelmach questioned how long it would take the City to see a return on these costs. Mikkelson estimated this would take seven to eight years.

Hartkopf stated he believed this was a great idea, if the City had the money to cover the expense. He discussed the time it took officers to book individuals in other jurisdictions and how this kept officers out of the City.

Grams explained the City could fund the project but noted his main concern was with the long-term maintenance and how this would be funded.

The consensus of the Committee was to direct the Chief to further evaluate the numbers and review this information with the Council.

#### **Ordinance related to marijuana dispensaries**

Mikkelson stated he believed the City should start looking at ordinance language that will restrict Marijuana Dispensaries from coming to the City. An example of an ordinance from the City of Maple Grove was reviewed. He discussed how the legalization of marijuana led to an



increase in crime. He explained he would like to see the City working ahead of the curve on this issue.

Grams reported if the City were to draft language to address this matter it would have to be done with extreme caution.

Hartkopf and Hultstrom supported staff pursuing an ordinance so long as all Federal rules and regulations were being followed.

Hegerle agreed.

### **On-street handicap parking spaces**

Mikkelson stated the business at 33 4th Street NW has asked to have a handicap parking stall placed in the front of her business so that clients can gain access to her building. The owner has had issues with parked vehicles in front of the business that block access.

Hegerle indicated he would like more information about the availability of a handicap stall or the issue was with the handicap stall location. He questioned when the business owner was having trouble with parking. Mikkelson explained the business owner was struggling because her customers were having to walk quite ways in order to reach the business entrance. He noted the gun club was busy during the day and at night.

Stelmach stated he could support the request for a handicap parking space for this business.

Hultstrom questioned if the current handicap parking stall could be moved versus adding another handi-cap parking space. Grams stated staff would move the current handicap parking space.

### **New vest carriers**

Mikkelson stated he would like to get an opinion on a new vest carrier style that would be able to be worn for officers. He explained the new vest would assist officers with getting items off their belt and onto the vest. He reported the back problems we have had within the department have pushed us to look at an alternative option.

Current commented on the benefits of removing a great deal of weight from officers' waists in order to save their backs.

Stelmach stated even if the new vests were more tactical, he could support the new vests in order to provide greater officer safety and well-being.

### **Officer wellness**

Mikkelson stated he believes that it is on the employer to do what they can to affect the people that work for them. One of the ways he would like to help the officers within the department would be to help them with their physical, emotional, and mental health. He believes that the job of a police officer has been proven to be one of the most dangerous and the statistics show us what it does to the human body and mind.

Mikkelson explained he was proposing to move forward with a couple of changes in the department. One would be to have a once a year appointment with a therapist for one hour. All information would be private but an officer has to sit for one hour in a therapist office. He would

also pay for a gym membership for all full-time officers based on use. The fee for the gym would be paid for if usage was set at a number of times used per month. He is hoping to find a community partner to help defer the cost of both initiatives but if that is unavailable it would be something that would be added to his budget.

Hultstrom stated she supported the officers having access to gym facilities.

Hegerle questioned what one hour per year of mental health services would do. He suggested two or three sessions be required in order to improve officer mental health. Mikkelson explained the most important thing was to get the officer through the door and then if additional sessions were needed, this could be arranged. He reported he would also like to get local pastors on call for officers to speak with as well.

Current indicated this was a great idea. He supported the City providing one hour of mental health services and gym memberships for officer wellness purposes.

Hultstrom asked who would cover the expense of the mental health session. Mikkelson stated this was so important, and he would like to have the department cover this expense. He indicated he wanted his officers to know the City cares and is willing to make an investment in their mental health.

## **7. REPORTS OR COMMENTS**

Stelmach thanked the Police Department for having a patrol car available to address traffic concerns.

Hegerle thanked Officer Starry for providing extra traffic enforcement for the children in the City. He stated he also appreciated the Police Department's Twitter account and explained this was a great way for the department to communicate with the public.

## **8. ADJOURNMENT**

A motion was made by Hultstrom, seconded by Hartkopf, to adjourn the meeting at 8:36 p.m. The motion carried 6-0.

Respectfully submitted,

Heidi Guenther  
*TimeSaver Off Site Secretarial, Inc.*



## City of Osseo City Council Meeting Item

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**Agenda Item:** To hire Jacob Anderson as a Reserve Officer

**Meeting Date:** June 10<sup>th</sup>, 2019

**Prepared by:** Shane Mikkelsen, Chief of Police

**Attachments:**

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**Policy Consideration:**

The police department would like to hire Jacob Anderson as a Reserve Officer.

**Background:**

Mr. Anderson currently is a Maple Grove resident and he has passed the interview and background screening process. Mr. Anderson is an Osseo High School Graduate and is looking at colleges. We feel he would make a great Reserve Officer with the police department.

**Budget or Other Considerations:**

This hire will be covered by the Reserve budget which will cover uniforms. We have three current openings within our reserve ranks and he will fill one of those vacant spots.

**City Goals Met By This Action:**

Recruit high quality staff.

**Options:**

The City Council may choose to:

1. Approve hiring Jacob Anderson for the position of Reserve Officer with the police department.
2. Deny hiring Jacob Anderson for the position of Reserve Officer with the police department.

**Recommendation/Action Requested:**

Staff recommends the City Council choose option 1. Approve hiring Jacob Anderson for the position of Reserve Officer with the police department.

**Next Step:**

Have Jacob Anderson become part of our team.



## City of Osseo City Council Meeting Item

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**Agenda Item:** Approve ASCAP Music License

**Meeting Date:** June 10, 2019

**Prepared by:** Nancy S. Abts, AICP, City Planner

**Attachments:** License and background information

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**Policy Consideration:**

Approve an ASCAP Music License agreement, for a 2019 cost of \$357.

**Background:**

The American Society of Composers, Authors and Publishers (ASCAP) is a membership organization of more than 670,000+ songwriters, composers and music publishers. Licensing through ASCAP allows organizations to legally play copyrighted music and for copyright holders to be fairly compensated when their copyrighted music is used.

**Budget or Other Considerations:**

The license fee of \$357 has been budgeted for in the 2019 Music & Movies in the Park donations. The City does not collect gross revenue from performances, so the "Special Events" requirements described in the agreement do not apply.

**City Goals Met By This Action:**

Provide a variety of activities for all citizens with continued and new City events and programs  
Continue to give Staff the necessary tools to do their jobs effectively and efficiently

**Options:**

The City Council may choose to:

1. Approve the license agreement;
2. Deny the license agreement;
3. Table action on this item for more information.

**Recommendation/Action Requested:**

Staff recommends the City Council choose option 1.) Approve the license agreement.

**Next Step:**

ASCAP is one of two primary music licensing organizations. A second license from BMI (Broadcast Music, Inc.) will be necessary to cover performances of songs that are not licensed by ASCAP.

# LICENSE AGREEMENT - LOCAL GOVERNMENTAL ENTITIES



between American Society of Composers, Authors and Publishers ("SOCIETY"), located at

2 Music Square West, Nashville, TN 37203

and City of Osseo, MN

("LICENSEE"), located at

415 Central Ave Osseo MN 55369

as follows:

## 1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

- (i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.
- (ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.
- (iii) "Live Entertainment" means music that is performed at the Premises by musicians, singers or other performers.
- (iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.
- (v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.
- (vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.
- (vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing June 1, 2019, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

## 2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a “dramatico-musical work” (as hereinafter defined).  
The term “dramatico-musical work” as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.
- (d) This license does not authorize performances:
  - (i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
  - (ii) by or at colleges and universities;
  - (iii) at any professional sports event or game played on the Premises;
  - (iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
  - (v) by any symphony or community orchestra;
  - (vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

### 3. License Fee

- (a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the “Base License Fee” and any applicable “Special Events License Fees”, all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,
  - (i) “Base License Fee” means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE’s population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.
  - (ii) “Special Events License Fees” mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.
  - (iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

### 4. Reports and Payments

- (a) Upon the execution of this Agreement, LICENSEE shall submit:
  - (i) a report stating LICENSEE’s population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and (ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.
- (b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.
- (c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.
- (d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:
  - (i) the date presented;
  - (ii) the name of the attraction(s) appearing;
  - (iii) the “Gross Revenue” of the event. “Gross Revenue” means all monies received by LICENSEE or on LICENSEE’S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, “Gross Revenue” shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
  - (iv) the license fee due for each Special Event.
- (e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

## **5. Breach or Default**

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

## **6. Interference in Operations**

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

## **7. Non-Discrimination**

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

## **8. Notices**

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

AMERICAN SOCIETY OF COMPOSERS,  
AUTHORS AND PUBLISHERS

LICENSEE City of Osseo, MN

By \_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



# LOCAL GOVERNMENT ENTITIES

## 2019 Rate Schedule

### SCHEDULE A: Base License Fee

Population Size			Base License Fee
1	to	50,000	\$357.00
50,001	to	75,000	\$712.00
75,001	to	100,000	\$856.00
100,001	to	125,000	\$1,141.00
125,001	to	150,000	\$1,426.00
150,001	to	200,000	\$1,854.00
200,001	to	250,000	\$2,280.00
250,001	to	300,000	\$2,710.00
300,001	to	350,000	\$3,137.00
350,001	to	400,000	\$3,566.00
400,001	to	450,000	\$3,990.00
450,001	to	500,000	\$4,421.00
500,001	and over		*** \$5,417.00

\*\*\* \$5,417.00 plus \$500 for each 100,000 of population above 500,000 to a maximum fee of \$71,285.00

### SCHEDULE B: Special Events

The rate for Special Events shall be 1% of Gross Revenue.

"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds \$25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

### SCHEDULE C: State Municipal and/or County Leagues or State Associations of Attorneys

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be \$357.00.

### License Fee for Year 2020 and Thereafter

For each calendar year commencing 2020, all dollar figures set forth in Schedules A, B and C above (except for \$500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

**ASCAP**

**Toll Free: 1-800-505-4052 Fax: 615-691-7795**

**Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>**





## ASCAP LOCAL GOVERNMENT FACT SHEET

**Benefit of License:** 1 Comprehensive Agreement - 1 annual fee & single report !

- Covers almost any municipal activity
- Removes potential liability
- Automatically covers additional uses without extra fees/reports\*\*
- Cheap – cost less than individual rates

\* \*\*Monitoring or Tracking only of events with gross revenue in excess of \$25,000.00

### **What's Covered:**

#### **1.) All Government Owned Buildings & Property**

- Examples:
- |  |                      |
|--|----------------------|
| - Background Music in Municipal Buildings                      | - Airports           |
| - Music On Hold in Municipal Buildings                         | - Museums            |
| - Employee Functions, parties                                  | - Ice & Roller Rinks |
| - City Buses & Trains  | - Skate parks        |
| - Libraries  | - Zoos & Aquariums   |
| - Swimming Pools (Water Aerobics)                              | - Hospitals          |
| - Municipal owned shops  | - Carousels          |
| - Senior Center Dances & Classes                               | - Public Parks       |
| - Golf & Tennis Center Snack Bars                              |                      |
| - Community/Recreation Center Activities (Dances, classes)     |                      |
| - Arena & Convention Centers (when not "rented out" to others) |                      |

#### **2.) Also covers events sponsored by or presented solely by municipality:**

- Examples:
- |   |                              |
|---|------------------------------|
| - Arts & Crafts Fairs                                   | - Parades                    |
| - Festivals   | - Concerts                   |
| - First Night/New Year's Celebrations                   | - Carnivals                  |
| - Amateur Athletic Leagues                              | - City Sponsored Conventions |
| - Non-exempt elementary & secondary school performances |                              |

### **Restrictions/Not Covered:**

- Examples:
- Coin-Operated Jukeboxes
  - Performances by or at Colleges & Universities
  - Performances at any professional sports event/game
  - Theme & Amusement Parks
  - Community or Symphony Orchestras
  - Conventions presented by outside entities
  - Broadcast radio or TV, Cable, Satellite or internet (except closed circuit)

An ASCAP License  
is just...

# SOUND *P*OLICY

**THE ASCAP  
LICENSE AGREEMENT  
FOR LOCAL GOVERNMENTS**  
Developed with the International  
Municipal Lawyers Association

**A COMPREHENSIVE SOLUTION TO  
MUSIC PERFORMANCE LICENSING**



ASCAP





**Festivals • Concerts • Arts & Crafts Fairs • Parades**

**First Night and New Year's Celebrations • Fireworks**

**Carnivals • Swimming Pools • Community Centers**

**Dances • Aerobics classes • Golf and Tennis Centers**

**Snack Bars • Parks & Recreation Facilities • Music**

**on Hold • Background Music in Municipal Buildings**

**Employee Functions and Parties • Municipally Owned**

**Shops • Hospitals • Non-Exempt School Performances**

**City Hosted Conventions • Employee Training Sessions**

**Ice Skating Rinks • Roller Skating Rinks • In Line**

**Skate Parks • Amateur Athletic Leagues and Events**

**Buses, Trains and Subways • Carnivals • Airports**

**Museums • Laser Shows • Aquariums • Zoos**



# Why

# A Local Government Needs A License to Play Music

**Some Copyright Law Basics:** The Constitution authorizes Congress "to Promote the Progress of Science and the Useful Arts" by granting exclusive rights to authors. This insures that creators can earn a living from their work and provides incentive for the creation of more works. The Copyright Law of the United States, Title 17 USC, establishes property rights in musical works and grants creators and owners of copyrighted musical works the exclusive right to perform or authorize the performance of their works publicly (17 U.S.C. 106(4)). This means that, generally, other parties cannot publicly perform or authorize others to perform copyrighted works without the permission of the copyright owner. Also, as the case with other property rights, the owner has the right to be paid for the use of his property.

**What is a public performance?** The Copyright Law defines a public performance as one "in a place open to the public or at any place where a substantial number of persons outside of a normal circle of a family and its social acquaintances is gathered." Performances transmitted or otherwise communicated by means of any device or process (for example via broadcast, telephone wire, or other means) to the public are also public performances (17 U.S.C. 101). The law requires users to obtain authorization not only for performances by live musicians, but also for performances by mechanical means including videotapes, CD's, tapes, music on hold, karaoke, jukeboxes and radio and TV reception.

## **What Happens If You Play Copyrighted Music Without Permission?**

If you choose to use someone's musical property without permission, the law provides that a court can assess damages from a minimum of \$750 for each work infringed, require you to pay the copyright owners' attorney's fees and court costs, and enter an injunction against you.

**Why Are You Responsible for Obtaining a License?** Under the law, owners or operators of facilities or presenters of concerts and other events are responsible for performances on their premises. Technically, everyone who participates in an infringing performance is liable and copyright owners can sue the event presenter or owner of an establishment as well as the members of the band or the disc jockey who actually gave the unauthorized performance. In practice, the owners and presenters obtain licenses as a cost of doing business.

# ASCAP and the International Municipal Lawyers Association

**How do you obtain a license?** It is impossible for copyright owners to know of every conceivable use or performance of their works, and it would also be difficult for users of music to locate all the copyright owners and negotiate licenses for all of the works that might be used. So, composers and publishers of musical works authorize collective licensing organizations like ASCAP to locate and license public performances of their works. ASCAP, the American Society of Composers, Authors and Publishers, makes giving and obtaining permission to perform music simple, providing a valuable service to businesses and creators alike. ASCAP is the largest performing rights organization in the world, made up entirely of composers, songwriters and publishers.

**Why Should You Obtain the ASCAP License Agreement for Local Governments?** Local governments have obtained many different licenses from ASCAP for decades, but IMLA and ASCAP found the current licensing system was burdensome and left local governments vulnerable. Under the old system, each potential use of music (and you can see from this brochure there are many!) needed to be identified and separately licensed. One local government might have many different licenses each with different reporting and payment requirements, fee structures, levels and types of coverage, and effective dates. And there may be significant gaps in coverage raising the potential for copyright infringement liability.

**What Are the Benefits of the Agreement?** The ASCAP License Agreement for Municipalities and Governmental Entities – the product of negotiation between IMLA and ASCAP – provides simple, fast, comprehensive and affordable access to every variety of music you need to attract, entertain, enlighten and educate your citizens and visitors.

- Access to, and the right to perform, any or all of the more than 8 million works of the more than 110,000 ASCAP composer, lyricist, songwriter and publisher members and the repertoires of nearly 60 affiliated societies worldwide.
- Immediate access to contemporary music as soon as it is written or published...At no additional cost!
- Saves the time, expense, paperwork and trouble of contacting and negotiating separate permission for each musical work that may be performed during the year.
- Helps prevent even inadvertent infringements on the rights of ASCAP members and foreign affiliates.





# The ASCAP License Agreement

**What Is Covered?** The license agreement covers almost all non-dramatic performances you present both on government property and at functions and events at other locations. These include live performances, recorded performances (CDs, tapes, radio and television over loudspeakers), and music on hold (ASCAP's licenses with radio stations do not cover your music on hold transmissions).

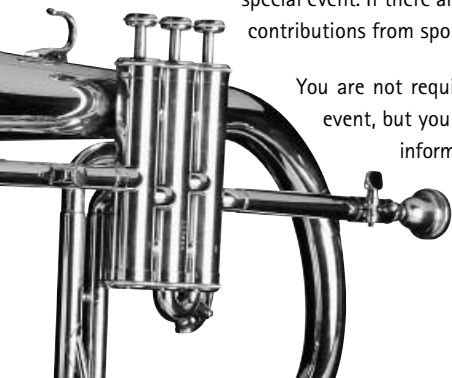
**Does the License Cover All Uses of Music By Our Government?** The license provides broad coverage for just about any public performance. But copyright owners enjoy a number of separate rights, including performing rights, recording rights and the right to reproduce (print) and distribute copies of their works, so rental or purchase of music does not authorize its public performance. Also, ASCAP members only grant ASCAP the right to license non-dramatic public performances of copyrighted music in the ASCAP repertory, so "dramatic" or "grand rights" performances are not covered.

As it did with IMLA, ASCAP has negotiated comprehensive licenses with representatives of other industries. Those licenses should cover your performances in those areas – so to avoid duplicative coverage, the Local Government license excludes those performances. For example, ASCAP and the American Council On Education and the National Association of College & University Business Officers negotiated a model agreement which almost all U.S. colleges & universities have obtained. Similarly, radio and television broadcasts, cable, satellite and Internet transmissions are also separately licensed (although some of your closed circuit or intranet transmissions are covered by the new license). Finally, performances at theme and amusement parks, by professional sports teams or at professional sports events, and by symphony orchestras, are licensed separately.

**When and How Are Fees Paid?** A base annual fee based on population covers almost all government sponsored or presented performances. In addition, a separate Special Event fee is paid 90 days after major events that have very high ticket revenue. ASCAP and IMLA agreed on this dual fee to keep the base license fee low and reasonable for all government entities. Only those local governments that present major events pay additional fees for those events.

**How does the Special Event fee work?** You pay license fees, based on "gross revenue" for all "special events" you present. Special events are those with "gross revenue" in excess of \$25,000. "Gross revenue" means all monies you receive or is received on your behalf from the sale of tickets for each special event. If there are no monies from the sale of tickets, "gross revenue" means contributions from sponsors or other payments received.

You are not required to keep track of the music performed at each special event, but you should send copies of any available programs. The program information you furnish helps us properly pay royalties to the composers and publishers whose works you have presented.



**Where Do the License Fees Go?** Over 84 cents of each dollar we collect goes right back to our members and to the members of affiliated foreign societies whose works are represented by ASCAP in the U.S.

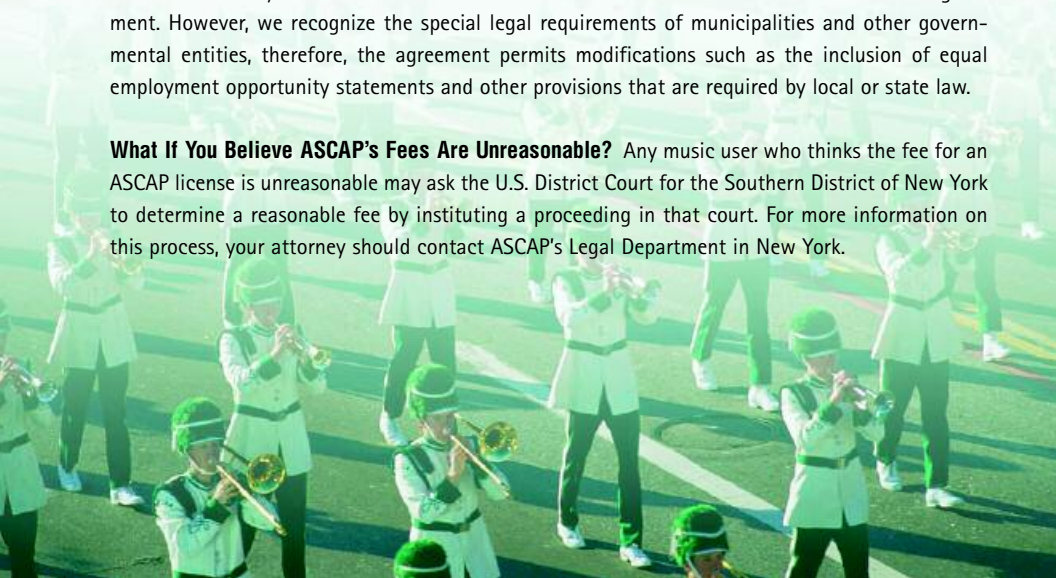
**Who Reports and Pays For Co-Promoted Special Events?** If you present, sponsor or promote a special event with someone who is licensed under an ASCAP License Agreement, you will still need to report that event and provide the name, address, phone number and ASCAP account number of the other party. You must also let us know who will be responsible for payment. If the other presenter is not licensed by ASCAP, then you will be responsible for paying the license fee due – even if you have an agreement to the contrary with the other party.

**Must You sign an ASCAP local government license agreement?** No, but you must obtain authorization to perform our members' music. You can also obtain permission directly from the copyright owner. But ASCAP provides a valuable service to governments, businesses and organizations that use copyrighted music—by helping you easily meet your obligations under the Copyright Law. In short, the ASCAP license is music to everyone's ears.

**Are Changes to the Model License Agreement Permitted?** The provisions of ASCAP's license agreements are uniform and do not vary for licensees making similar use of ASCAP's members' music. The reason for this is that ASCAP's licensing activities are largely governed by a consent decree entered in a federal antitrust action, United States v. ASCAP, and one provision of that decree prohibits ASCAP from "[e]ntering into, recognizing, enforcing or claiming any rights under any license . . . which discriminates in license fee, or other terms and conditions between licensees similarly situated . . ."

Simply put, modification of the license agreement may well expose ASCAP to a claim of discrimination asserted by other licensees with whom we have executed the same form of license agreement. However, we recognize the special legal requirements of municipalities and other governmental entities, therefore, the agreement permits modifications such as the inclusion of equal employment opportunity statements and other provisions that are required by local or state law.

**What If You Believe ASCAP's Fees Are Unreasonable?** Any music user who thinks the fee for an ASCAP license is unreasonable may ask the U.S. District Court for the Southern District of New York to determine a reasonable fee by instituting a proceeding in that court. For more information on this process, your attorney should contact ASCAP's Legal Department in New York.





ASCAP represents every kind of music. ASCAP's repertory includes pop, rock, alternative, country, R&B, rap, hip-hop, Latin, film music, television music, folk, roots, blues, jazz, reggae, gospel, contemporary Christian, new age, theater, cabaret, dance, electronic, symphonic, chamber, choral, band, concert, educational and children's music — the entire musical spectrum.

ASCAP is home to the greatest names in American music, past and present, as well as thousands of writers in the earlier stages of their careers. ASCAP members include Irving Berlin, Stevie Wonder, Bruce Springsteen, Leonard Bernstein, Madonna, Wynton Marsalis, Stephen Sondheim, Dr. Dre, Erykah Badu, Michael W. Smith, Duke Ellington, Rodgers and Hammerstein, Garth Brooks, Tito Puente, the Dixie Chicks, Dave Matthews, Destiny's Child, Henry Mancini — just to name a few.

Among the works in the ASCAP repertory are: "Appalachian Spring," "Purple Haze," "I Get A Kick Out of You," "Ain't No Mountain High Enough," "How Do I Live," "Oh Happy Day," "Bills, Bills, Bills," "I Swear," "A Night in Tunisia," "Moon River," "Doo Wop (That Thing)," "Just the Way You Are," "I Shot the Sheriff," "My Girl," "Hello Dolly," "When Doves Cry," "Jailhouse Rock," "Chattahoochie," "Like A Rock," "Like A Virgin," and "Born in the U.S.A."

Information about specific works and ASCAP members can be obtained in a variety of ways. Separate data bases of works in the ASCAP repertory that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web site, [www.ascap.com](http://www.ascap.com) (click on "ACE Database of Musical Titles"). The ACE Database can also be used to determine whether a particular songwriter or composer is a member of ASCAP. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's offices in New York City during regular business hours. You can also call or write ASCAP for information as to specific works: (800) 450-4223 or ASCAP, 2690 Cumberland Parkway, Suite 490, Atlanta, GA (Attn: Bonnie King).

Founded in 1935, the International Municipal Lawyers Association (IMLA) is a nonprofit organization consisting of over 1,400 local governments and their attorneys throughout the United States and around the world. For more information on IMLA and the ASCAP Local Government License Agreement, please visit our website at: [www.imla.org](http://www.imla.org).



**ASCAP**

2690 Cumberland Parkway, Suite 490, Atlanta, Georgia 30339  
(800) 505-4052 phone • (770) 805-3475 fax • [www.ascap.com](http://www.ascap.com)

**IMLA**

1110 Vermont Avenue NW, Suite 200, Washington, DC 20005  
(202) 466-5424 phone • (202) 785-0152 fax • email: [info@imla.org](mailto:info@imla.org)







## DISCLOSURE STATEMENT

This is notice that, in compliance with Minn. S.A. §325E.51:

(1) The performing rights license agreement you have been offered by the American Society of Composers, Authors and Publishers (ASCAP) contains a schedule of the rates and terms of royalties under that contract;

(2) Upon your request, you have the opportunity to review the most current available list of the members of ASCAP; and

(3) ASCAP will make available, upon your written request, and at your sole expense, the most current available listing of the copyrighted musical works in the ASCAP repertory.

You may obtain *gratis* the most current available list of ASCAP's members by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, Attention: John Johnson.

Information about ASCAP's members and the musical works in the ASCAP repertory can be obtained in a variety of ways. Separate databases of works that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP Web Site, [www.ascap.com](http://www.ascap.com) (access the "ACE Database of Musical Titles" to determine whether particular songwriters or specific songs are in the ASCAP repertory). Data similar to that contained in the ACE Database is also available on DVD-ROM and is available free of charge by written request to ASCAP, 250 West 57th Street; New York, NY 10107, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's New York office during regular business hours. A printed current list of ASCAP members can be obtained *gratis* by written request to ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998, attn: John Johnson. A computer-generated listing of copyrighted musical works in the ASCAP repertory may also be obtained by written request addressed to Mr. Johnson at a cost of \$2200.00 plus shipping and handling (the listing is over 10,000 pages in length). You can also call or write to us for information as to specific works: (888) 663-0828; or, at our New York address, attn: Repertory Dept. -- Clearance Section.



## Special Event Permit Application

A Special Event Permit is required if one or more of the following apply to your event:

- 200 or more individuals will be in attendance
- Temporary Alcohol License required
- Admission or fees will be charged or donations requested while using City property
- Special services will be required (road closure, traffic control, security, exclusive use of City property, etc. A deposit will be required for the estimated cost of providing Special Services.)

**INSTRUCTIONS:** Fill out this form completely, sign it, and include all required attachments. If additional space is needed, attach additional sheets. Submit to the City of Osseo 30 days prior to the date of the event.

### 1. EVENT INFORMATION

Name of Event Night to Unite Purpose of Event Community Engagement  
Description of Event Night to Unite is designed to strengthen neighborhood and communities by getting to know those in your neighborhood, and building relationships between police, fire, other city entities and the citizens.  
Days/Date(s) of Event 08/06/2019 Start Time 5:00 pm End Time 8:00 pm  
Estimated Setup Start Time 12:00 pm Estimated Take Down Finish Time 10:00 pm  
Location address 415 Central Ave. Osseo, MN 55369  
Property Owner Name City of Osseo  
Owner Phone (763) 425-2624 Email tmortinson@ci.osseo.mn.us  
Estimated # of Attendees 600 Admission Fee/Donation Requested \$ n/a

### 2. APPLICANT INFORMATION

Name Anthony Mortinson Title Police Officer  
Address 415 Central Ave. Osseo, MN 55369  
Daytime Phone (763) 424-5444 Cell (763) 249-2470  
Email tmortinson@ci.osseo.mn.us  
Affiliation/Organization Osseo Police Department

Are you an authorized applicant for this organization?

☒ Yes ☐ No

Will this person have authority to cancel or modify event plans?

☒ Yes ☐ No



Will this person be present at the event and in charge of the event at all times? ☒ Yes ☐ No

If no, provide contact information for person who will be the responsible party on the day of this event:

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

### 3. REQUEST FOR SPECIAL SERVICES

We are requesting the following services to be provided by the City. There will be a charge for these services and a deposit/escrow payment will be required for the estimated cost at least 10 days before the event.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Street closures (traffic cones, barricades)  | <input type="checkbox"/> Additional street cleaning   |
| <input type="checkbox"/> Traffic control   | <input checked="" type="checkbox"/> Garbage/recycle bins  |
| <input type="checkbox"/> Police services requiring special arrangements  | <input type="checkbox"/> Special signage (e.g., temporary no parking signs)                         |
| <input type="checkbox"/> Stationing emergency vehicles at or in the immediate vicinity   | <input checked="" type="checkbox"/> Exclusive use of city building(s), equipment, or other property |
| <input checked="" type="checkbox"/> Exclusive use of city streets or right-of-way for event, as staging area, or for event parking |   |

Describe any services, city personnel, city equipment, and city property which you are requesting the city to provide, including the estimate of number and type needed and the basis on which the estimate is made.

Street closures/barricades, Public works trailers/vehicles/employees,

**If special services are needed, an indemnification agreement is required.** The special event holder shall agree to defend, indemnify, and hold the City, its officials, employees, and agents harmless from any claims that arise in whole or in part out of the Special Event, except any claims arising solely out of the negligent acts or omissions of the City, its officials, employees, and agents. **Please complete the release and indemnification agreement and attach to this application. A Special Service deposit amount will be estimated by City staff.**

### 4. SITE PLAN

Attach sketch(es) or site plan(s) showing the location of the following as applicable:

- |   |   |
|---|---|
| <input type="checkbox"/> Route (beginning/end, direction of travel, traffic control points) | <input type="checkbox"/> Food concession area (cooking, serving, consumption, cleaning) |
| <input type="checkbox"/> Ticketing/registration/entry location(s)                           | <input type="checkbox"/> Alcoholic beverage concession area                             |
| <input type="checkbox"/> Entertainment or stage locations(s)                                | <input type="checkbox"/> Other concession areas   |
| <input type="checkbox"/> List of event activities and locations                             | <input type="checkbox"/> Size and location of any tents or structures                   |
| <input type="checkbox"/> Portable toilet facilities   | <input type="checkbox"/> Trash/recycling receptacle area                                |
| <input type="checkbox"/> Fencing locations  | <input type="checkbox"/> First aid facilities   |
| <input type="checkbox"/> Parking areas for participants/spectators                          | <input type="checkbox"/> ADA accessibility considerations                               |
| <input type="checkbox"/> Sign locations   | <input type="checkbox"/> Evacuation routes  |
| <input type="checkbox"/> Speaker (sound amplification) locations                            | <input type="checkbox"/> Other important aspects of your event                          |

## 5. ENTERTAINMENT

Describe entertainment plans. If there will be music, sound amplification, or any other noise impact, please describe including the intended hours.

We plan to have a DJ. to play music. Speakers will face towards the east from the bandshell, which will minimize noise issues. Music will begin at 5:00pm and will end promptly at 8:00pm.

## 6. ACTIVITIES

List all activities to take place at the special event. Be sure to indicate locations on your site plan(s).

DJ, Bounce houses, food service, face painting, demonstrations from Osseo Fire and MN Search & Rescue Dog Association, emergency and utility vehicle tours, yard games, roaming cold treats, misc. activities with fire dept.

## 7. SANITATION/POTABLE WATER

Describe the toilet and hand washing facilities present on site (type, number and location) as well as temporary/portable facilities to be provided. Describe the source of potable (drinking) water.

We will be renting portable toilets and washing stations.

## 8. PARKING AND TRAFFIC CONTROL

Describe the location and number of parking spaces available. Describe arrangements that have been made for traffic control. Be sure to indicate locations on your site plan(s).

City parking will be moved to the street/area around city hall, we will have the south side of 5th St. NW. available for handicap parking.

## 9. EMERGENCY/MEDICAL SERVICES

Describe measures that will be taken to ensure emergency vehicle access (police, fire, ambulance) to the event area.

All streets will be open to traffic with the exception of Central Ave. between 4th St. & 5th St. Police/Fire will be present at the event to monitor radio traffic should an area need to be opened up for an emergency or closed.



## 10. SECURITY/CROWD MANAGEMENT

Describe your proposed procedures and staffing for the event operations, crowd control, inclement weather and emergency evacuation plans.

Police & Fire departments will be onscene for this event. Should inclement weather arrive, we will move people inside to Osseo City Hall and Community Center.

## 11. TRASH/RECYCLING, EVENT CLEAN UP

Describe how many, location, and what type of trash/recycling containers to be provided. What provisions have been made for clean-up of the site and surrounding area after the event?

We will need 6 garbage and 6 recycling cans, that will be placed at various locations in the park. Volunteers and staff will ensure litter is disposed of properly afterwards and will be assisted by Osseo Public Works.

Name of trash/recycling hauler \_\_\_\_\_

Will you make use of Hennepin County's Free Portable Recycling Unit Loan Program? ☐ Yes ☒ No

## 12. LIGHTING

Describe any temporary or permanent lighting that will be added for the event, which may need to be inspected by Tokle Electrical Inspection, with an electrical permit issued by the City of Osseo. It is the applicant's responsibility to arrange for an inspection, if required.

n/a

## 13. TEMPORARY STRUCTURES OR CONSTRUCTION

Describe any tents, enclosures, stages, platforms, scaffolding, riser, bleachers, fences, and any other type of temporary structure or construction for the event. The property owner will be responsible and must obtain any building or electrical permits that may be required for such construction.

We will be utilizing pop-up tents, as well as pole tents to cover our food service provider, dining areas and other areas as needed. Other groups (ie. caricatures) may bring their own tents.

## 14. ADVERTISING AND PROMOTION

Describe how this event will be advertised and promoted. Describe any signs (size, type, location). All signs must comply with City Code (Section 153.090 - 153.099) including a permit, if required. Please provide any ad and flyer copies.

We intend to advertise in the Osseo Outlook, Osseo electronic billboard, local newspaper (Osseo/Maple Grove Press) and television (CCX Media)



## 15. NOISE

Describe expected type, duration, and timing of any noise sources. Describe measures to be taken to ensure compliance with the city nuisance ordinances regarding noise ([Chapter 93](#)).

We will have a D.J. playing music and making announcements via loud speaker. This will be facing City Hall, so it shouldn't effect houses to the west of Boerboom Park. Event & music will end prior to 10:00pm, so it will not violate city ordinance.

## 16. FIREWORKS OR PYROTECHNICS

Will any fireworks or pyrotechnics be used at the event? ☐ Yes ☒ No

If yes, describe in detail. Fire Department approval will be required and a permit/license is required 15 days prior to the event, per City Code ([Section 114.04](#)).

n/a

**Please attach a copy of the permit/license.** In addition, as a condition of granting of a permit for fireworks or pyrotechnics, the company hired to perform the pyrotechnics shall provide the City a public liability insurance policy naming the City as an additional insured entity with limits of not less than one million dollars per occurrence. **Please attach the certificate of insurance to this application.**

## 17. FOOD AND BEVERAGES

Will alcoholic beverages be served?

☐ Yes ☒ No

Will alcoholic beverages be consumed outside the licensed establishment?

☐ Yes ☒ No

Will alcoholic beverage be consumed upon public lands, streets, or parks?

☐ Yes ☒ No

If yes, describe the type of beverages, alcohol allowed area, security measures to be taken, and the status of the liquor license. Council approval will be required ([Chapter 113](#)). As a condition of allowing the consumption of alcohol outside of the building, the liquor license holder shall provide the City a liquor liability insurance policy naming the City as an additional insured entity with limits of not less than one million dollars per occurrence to include the alcohol allowed area. **Please attach the certificate of insurance to this application.**

n/a

Will food and/or non-alcoholic beverages be served? ☒ Yes ☐ No

If yes, describe what will be served and any plans for cooking food in the event area, including fuel source to be used. Generators or other portable power supply units may need to be inspected by Togle Electrical Inspection, and an electrical permit must be issued by the City of Osseo. It is the applicant's responsibility to arrange for an inspection, if required.

We will be serving hotdogs, chips, soda and water. There will also be ice cream being served. The hotdogs will be prepared by Max Cakes and kept warm/hot in a hotdog cart that requires an electrical plug in.

Has a license been obtained from the Hennepin County Department of Health and Environment? (Please attach) ☐ Yes ☒ No

However Max Cakes will be applying for the license.



## 18. OTHER CONCESSIONS

Describe what vendors or concessionaires you will allow at the event, and how you intend to regulate and monitor their activities.

There will be no other vendors on sight that will be selling items/goods.

## 19. GAMBLING

Will there be any gambling (raffles, pull-tabs, bingo, etc.) at the event? ☐ Yes ☒ No

If yes, a lawful gambling permit will be required as provided by state law. Describe the gambling activity and the status of gambling permit.

n/a

## 20. WORKERS COMPENSATION COMPLIANCE

In accordance with Minnesota Statutes all applicants for license and permits to operate a business in Minnesota must submit acceptable evidence of compliance with Workers' Compensation Insurance requirements. Please complete the certificate of compliance and attach to this application.

## 21. INSURANCE

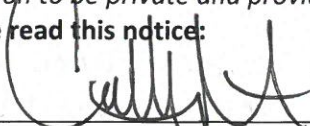
As a condition of the granting of a permit for special event conducted on public property or public streets or public parking lots, the permit holder shall provide the City a public liability insurance policy naming the City as an additional insured entity with limits of not less than one million dollars per occurrence. If alcoholic beverages are to be sold or distributed the policy must also include an endorsement for liquor liability.

A certificate of insurance naming the City as additional insured entity with limits of not less than one million dollars per occurrence is required from any company conducting the fireworks or pyrotechnics. Please attach the certificate(s) of insurance to this application.

## 22. THE MINNESOTA DATA PRACTICES ACT

The Minnesota Data Practices Act requires that we inform you of your rights about the private data we are requesting on this form. Private data is available to you, but not to the public. We are requesting this data to determine your eligibility for a permit from the City of Osseo. Providing the data may disclose information that could cause your application to be denied. You are not legally required to provide the data; however, refusing to supply the data may cause your permit to not be processed. Your residence address and telephone number will be considered public data unless you request this information to be private and provide an alternative address and telephone number. Please sign below to indicate that you have read this notice:

Signature



05/13/2019  
Date

☐ I request that my residence address and telephone number be considered private data. My alternative address and telephone number are as follows:

415 Central Ave. Osseo, MN 55369

Address

(763) 269-2470

Telephone

### 23. ACKNOWLEDGEMENT/SIGNATURE

The signature of the legal owner of the event location or the owner's official representative is required and authorizes the designee of the City of Osseo and other entities/agencies to enter the property to perform inspections to establish and ensure compliance will all permit conditions. Entry may be without prior notice.

Property Owner Signature

Printed Name

Date

I hereby acknowledge that I have read this application and that all information is true and correct to the best of my knowledge. I hereby agree that the special event will be conducted in accordance with the Osseo City Code and the laws of Hennepin County and the State of Minnesota. I further understand that failure to comply with the conditions of my Special Event Permit, including the payment of required fees, deposits, and reimbursements, or conducting the event in a way that creates a threat to the health, safety, or welfare of any individual or the general public may result in the immediate cancellation of the Special Event Permit and other penalties.

Applicant Signature

Printed Name

Date

#### Checklist/attachments

- ☒ Application form, signed
- ☒ Sketch/site plan attached
- ☐ Workers Comp Certificate attached
- ☐ Certificate(s) of Insurance
  - ☐ Public land
  - ☐ Liquor
  - ☐ Fireworks
- ☐ Release and Indemnification Agreement
- ☐ Estimated Deposit \$ N/A (see next page)

#### Other Permits/Licenses/Application, as applicable

- ☐ Building Permit
- ☐ Electrical Permit
- ☐ Sign Permit
- ☐ Liquor License
- ☐ Lawful Gambling Permit
- ☐ Hennepin County Dept. of Health (food)
- ☐ Community Center Application
- ☐ Band Shell Application
- ☐ Sipe Park Application

#### City of Osseo use only:

This application/request received: Date 5/13 By Staff

This application approved/rejected by: Date \_\_\_\_\_ By \_\_\_\_\_

Application fee for event received on: Date \_\_\_\_\_ Amount \$50 Receipt# N/A

Special Services deposit received on: Date \_\_\_\_\_ Amount \_\_\_\_\_ Receipt# \_\_\_\_\_

Remaining deposit (if any) returned to applicant on: Date \_\_\_\_\_ Amount \_\_\_\_\_ Receipt# \_\_\_\_\_

Administrative Comments & Fees — reviewed by Riley Grams Date 5/14/19  
No comments. Looks good.

Police Department Comments & Fees — reviewed by SHANE MIKELSON Date 5-14-19  
NO COMMENTS

Fire Department Comments & Fees — reviewed by Mike Pherson Date 5/20/19  
No comments

Public Works Comments & Fees — reviewed by Mike Wadell Date 5/22/19  
OK - No comments



**City of Osseo use only:**

Special Event Permit Fees			
Permit Application Fee		\$50	non-refundable
Special Services (hourly rates for staff time)			deposit refundable, if not used
Staff Time	<b>Staff Type</b>	<b>Rate</b>	
City Staff – Professional	<i>Pro</i>	\$75/hour	
City Staff -- Administrative Support	<i>Admin</i>	\$50/hour	
City Staff -- Public Works Director	<i>PWD</i>	\$75/hour	
City Staff -- Public Works Maintenance	<i>PWM</i>	\$50/hour	
Police Services	<i>PS</i>	per contract	per current Police services contract

**Special Service Deposit Calculations**

Task	Staff Type	# of Staff	Hours / Staff (Round to 0.25)	Rate	Deposit Amount
				Deposit Total	



# 2019 Citywide *Night to Unite* Osseo

August 6

5-8 pm

Free of charge! thanks to our sponsors



## Key



Welcome Booth



Restrooms –  
Hand Washing



Road Closure

## Information Booths

1

City of Osseo

2

Henn. County Attorney

3

Henn. County Library

## Food Service Menu

All-beef hot dogs  
Potato Chips  
Soda Pop

Ice Cream from Osseo  
Lions  
~ Free! ~

## Demonstrations

Minnesota Search and Rescue  
Dog Association @ Parking Lot  
6 pm

Fire Department Burn House @  
Fire Department Parking Pad  
7 pm



NIGHT to UNITE!  
#NTUOsseo2019

## Sponsors

Realife Cooperative  
Of Osseo



Premier  
Banks FDIC



**Resolution No. 2019-xx****RESOLUTION ACCEPTING DONATIONS TO CITY OF OSSEO**

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

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

WHEREAS, the following have proposed these contributions to the City of Osseo and the donations be used for specific purposes as indicated below:

<u>Donor</u>	<u>Amount/Item</u>	<u>Designated Fund</u>
Osseo Lions Club	\$2,000	Beautification Fund
Harold E. & Gayle Johnson <i>(in memory of Joann Olson &amp; Alice Rooney)</i>	\$ 200	Beautification Fund





## City of Osseo City Council Meeting Item

**Agenda Item:** Administration copier/printer/fax

**Meeting Date:** June 10, 2019

**Prepared by:** City Clerk LeAnn Larson

**Attachments:** Contract

**Policy Consideration:**

Staff seeks Council approval to enter into a state contract for rental of a multi-function device (copier/printer/fax).

**Background:**

The current copier/printer/fax machine in Administration is at the end of its five-year contract with Loffler (to replace an outdated Konica model).

**Prior Action:**

The Council reviewed a staff report and supporting documentation at the May 28 Council meeting. Quotes were received from Toshiba, Metro Sales, and Loffler Companies. Council direction was to enter into a contract with Loffler Companies for the rental of a Canon imageRunner Advance C5540i for a five-year term.

Staff has reviewed the order agreement per state contract #84336 with Loffler Companies. Several questions on the contract language were answered satisfactorily by the Loffler representative. We have the opportunity to be billed quarterly instead of monthly; there is no cost difference. This will result in less staff time handling the invoices.

**City Goals Met By This Action:**

Ensure City's continued financial stability.

Maintain as low a tax rate as possible.

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

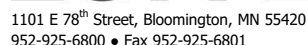
**Options:**

The City Council may choose to:

1. Allow staff to enter into a contract with Loffler Companies for rental of a new multi-function device in Administration;
2. Table for additional information.

**Recommendation/Action Requested:**

Staff recommends Option 1, allow staff to enter into a contract with Loffler Companies for rental of a new multi-function device in Administration.



B I L L  T O	Company City of Osseo		Customer Number	S H I P  T O	Company Same as Bill To		Customer Number
	Address  415 Central Ave				Address		
	Address 2						
	Suite/Floor/Dept				Suite/Floor/Dept		
	City Osseo	State MN	Zip 55369		City	State	Zip
	Loffler Contact LeAnn Larson		Phone		Delivery Contact LeAnn Larson		
	E-Mail Address						

Meter Contact	Phone <input type="checkbox"/> Preferred Meter Method	Fax <input type="checkbox"/> Preferred Meter Method	E-Mail Address <input type="checkbox"/> Preferred Meter Method
Training YES	Training Contact LeAnn Larson	Phone	E-Mail Address
Networking YES	Networking Contact	Phone	E-Mail Address
Delivery/Pickup Date & Date	Carrier Loffler Truck	If "Other", Please Describe	Stairs SELECT ONE
Trade In ID#s	Model/Serial Number		Trade-In Ownership

Comments:

Bill to: Canon USA C/O Canon Financial Services, 14904  
Collections Center Drive, Chicago IL 60693

[illegible]



1101 E 78<sup>th</sup> Street, Bloomington, MN 55420  
952-925-6800 • Fax 952-925-6801

## MAINTENANCE AGREEMENT

<b>B I L L  T O</b>	Company	Customer #	<b>S H I P  T O</b>	Company	Customer #	
	City of Osseo			Same as Bill To		
	Address			Address		
	415 Central Ave					
	Address 2			Address 2		
	Suite/Floor/Dept			Suite/Floor/Dept		
	City	State	Zip	City	State	Zip
	Oseeo	MN	55369			
	Contact	Phone		Contact	Phone	
	LeAnn Larson					

CONTRACT TERM: ☐ 1 Year ☐ 2 Year ☐ 3 Year ☐ 4 Year ☒ 5 Year Other: \_\_\_\_\_

EFFECTIVE DATE: Install Date ☒ New ☐ Renewal

MAKE/MODEL	DESCRIPTION	SERIAL NUMBER	ID	BEGIN METER
CANON	imageRUNNER ADVANCE C5540i			

<input type="checkbox"/>	Annual Rate \$		B&W Copies Allowed		B&W Overage Charge	\$	
			Color Copies Allowed		Color Overage Charge	\$	
<input checked="" type="checkbox"/>	Quarterly Rate \$	0.00	B&W Copies Allowed	0	B&W Overage Charge	\$	0.007000
			Color Copies Allowed	0	Color Overage Charge	\$	0.049000
<input type="checkbox"/>	Monthly Rate \$		B&W Copies Allowed		B&W Overage Charge	\$	
			Color Copies Allowed		Color Overage Charge	\$	
<input checked="" type="checkbox"/>	Addtl. Charge \$	0	For	NA			

Supplies Included: ☒ Yes ☐ No Black Toner ☒ Color Toner ☒

Staples Included: ☒ Yes ☐ No

Meter Contact	Phone	Preferred Meter Method	Fax	Preferred Meter Method	E-mail Address	Preferred Meter Method
imageWHERE REMOTE						

Special Instructions: **State of Minnesota Contract #84336. Rate Locked For Term. Staple Inclusive**

Please carefully review the Terms and Conditions on the second page and provide a customer signature.

TERMS & CONDITIONS

Maintenance Services

During the term of this contract Loffler Companies, Inc will repair or replace according to the terms of this agreement any part of the equipment which becomes unserviceable due to normal usage (other than consumable supplies, i.e. toner, image units). All parts replaced will be furnished on an exchange basis and will be new, reconditioned, or used. All parts removed due to replacement will become the property of Loffler Companies, Inc. Maintenance services provided by Loffler Companies, Inc. under this agreement do not include the following:

- A. Repair of damage not caused by vendor, including without limitation, damage resulting from accident, transportation neglect or misuse, failure or fluctuation of electrical power, telephone equipment or communication lines failure, environmental conditions, or acts of God.
- B. Repairs made necessary because of service that was provided by persons other than vendor.
- C. Exit trays, copy cabinet, removable cassettes, or other breakable items that are not related to the mechanical or electrical operation of the equipment.
- D. Repairs and/or service calls resulting from attachments not purchased and/or approved by Loffler Business Systems.
- E. Network or IT triage related to IT infrastructure issues affecting the operation of the hardware device.

Performance of Maintenance Services

Maintenance services will be provided at the customer's place of business where the equipment is located during regular business hours (8:00 a.m. – 5:00 p.m.) Monday through Friday, except holidays.

Charges

The maintenance charges for all maintenance agreements, i.e. annually, quarterly, monthly, will be payable by the customer in advance with the overages billed in arrears. The relocation of equipment indicated on the face hereof may result in an increase of maintenance charges or the termination of this agreement. The client will provide timely meter readings at the end of each billing period in response to Loffler Companies fax/email requests or contacted by telephone. If meter reads are not received in a timely manner, Loffler Companies reserves the right to estimate the meter readings. The charges established in this agreement include payment for the maintenance of the equipment and consumable supplies including black and color toner and developer, if indicated on the reverse side. Paper and staples must be purchased separately by you. For the purpose of this agreement, an impression is defined as a one sided, 8.5 x 11 or smaller image on a single sheet of media. This agreement is based upon manufacturer stated yields: 6% coverage for black toner and 20% coverage for color toners. Toner usage/coverage beyond manufacturer stated yields can result in additional charges for toner at current market pricing. Toner provided under this agreement is the property of Loffler Co. Inc until consumed in covered equipment.

Customer Obligations

Customer agrees to provide a suitable place for use (including suitable electric service) as specified by the manufacturer. Customer to provide 360 degree service access to equipment. Customer will provide a key operator for the equipment and make available operators for instruction in use and care of the equipment.

Limitations

Loffler Companies, Inc. shall not be liable for failure to perform its obligations hereunder, and such failure to perform shall not constitute a breach of this agreement when repair of the equipment is required as a result of accident, misuse, use of supplies or accessories that do not meet manufacturer's standards, fire, flood, or other adverse conditions damaging the equipment at customer's premises. Loffler Companies, Inc. shall not be liable for delay or failure to perform under this agreement for causes beyond its reasonable control for the period of time that such causes are enduring. Additionally, Loffler Companies, Inc. shall not be responsible or liable for any circumstances occurring due to the failure of any equipment or accessories covered under this agreement.

Term

This agreement will become effective as of the effective date indicated on the reverse side and is a non-cancelable contract. This agreement will be automatically renewed at the prevailing rates at the time of expiration unless canceled in writing thirty (30) days prior to the expiration of the agreement. Maintenance agreement rates may be subject to an annual rate adjustment. Loffler Companies, Inc. may terminate this agreement upon written notice prior to any renewals.

Entire Agreement/Applicable Law

This agreement constitutes the entire agreement between Loffler Companies, Inc. and the customer and supersedes any previous agreements between Loffler Companies, Inc. and the customer with respect to services to the equipment. This agreement shall be interpreted and continued in accordance with the law of the State of Minnesota and the parties hereby consent to the personal jurisdiction of any state or federal court having appropriate subject matter jurisdiction located within the State of Minnesota.

Non-Solicitation

Client acknowledges and agrees that the employees of Loffler Companies, Inc. who perform the services are a valuable asset to Loffler Companies, Inc. and are difficult to replace. Accordingly, Client agrees that, for a period of one (1) year after the completion of said services, it will not, directly or indirectly, solicit, recruit, hire or otherwise employ any employee or agent of Loffler Companies, Inc. who performed such services. If Client violates this paragraph, Client will pay to Loffler Companies, Inc. damages equal to one hundred percent (100%) of that individual's annual salary. For purposes of this Agreement only, an "individual's" annual salary shall mean the individual's annual salary with either Loffler Companies, Inc. or with Client, as of the date of Client's violation of this paragraph, whichever is greater.

License Fees

In the event that license fees are paid by Loffler, we will incorporate that charge into the billing rates to amortize the cost over a year's time. If Client cancels the contract prior to the end of the term, the Client will be charged with the remainder of the amount due for the license.

Net Connect

Maintenance services include Net Connect services, which provide support for printing, scanning, and connectivity of the multifunctional equipment.

Customer Signature X \_\_\_\_\_

Print Customer Name \_\_\_\_\_

Loffler Companies Representative \_\_\_\_\_

Loffler Company Acceptance Date \_\_\_\_\_

Loffler Companies Officer Approval \_\_\_\_\_

Signature Time Date



## Contract Acknowledgement in lieu of Purchase Order

I, \_\_\_\_\_, as an authorized agent of \_\_\_\_\_ am making  
(Purchasing Agent Name) (Agency Name)  
the attached **purchase / lease / rental** as specified in agreement \_\_\_\_\_ under the  
(circle procurement type) (Purchase Agreement Number)  
terms and conditions of State/Association Contract Number \_\_\_\_\_.  
(State/Association Contract Number)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





## City of Osseo City Council Meeting Item

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**Agenda Item:** Rescue Hub Services Agreement

**Meeting Date:** June 10, 2019

**Prepared by:** Mike Phenow, Fire Chief

**Attachments:** Rescue Hub - Osseo FD Services Agreement

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**Policy Consideration:**

Consider approving the "Software as a Service Agreement" with Dropkick Studios LLC, (dba Rescue Hub).

**Previous Action or Discussion:**

On 5/28, the council approved the proposed facilities and technology improvements for the fire department. One of the technology upgrades included in that was the procurement of a license for Rescue Hub, a SaaS (Software as a Service) application to manage department trainings. They require the execution of their "Software as a Service Agreement," attached here.

**Budget or Other Considerations:**

The initial set-up fee (\$250) and first year's fee (\$995) would be paid out of the CIP Cable Fund with money donated by the OFDRA for facilities and technology improvements. Future annual fees would be budgeted in the department's operating budget.

**City Goals Met By This Action:**

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

**Options:**

The City Council may choose to:

1. Approve the execution of the software contract;
2. Approve the execution of the software contract with noted changes/as amended;
3. Deny the request to execute the contract;
4. Table action on this item for more information.

**Recommendation/Action Requested:**

# Software as a Service Agreement

This Service Agreement ("Agreement") is made this 1st day of June, 2019 (the "Effective Date") between Dropkick Studios LLC, d/b/a Rescue Hub, a New York limited liability company ("Provider") and the City of Osseo, Minnesota ("Customer").

**1 Definitions.** All capitalized terms not defined in the body of this Agreement are defined in Exhibit A.

## **2 Services.**

**2.1 Services.** Provider will provide the online educational and training tracking and monitoring services for firefighters, first responders and other emergency personnel described on the Provider's website (the "Services") for remote electronic access and use by the Customer and its Authorized Users under and subject to the terms and conditions of this Agreement during the Term. Provider will host the Services.

**2.2 Service and System Control.** Except as otherwise expressly provided in this Agreement, as between the parties:

2.2.1 Provider has and will retain sole control over the operation, provision, maintenance and management of the Services and Provider Materials, including the: (i) Provider Systems; (ii) selection, deployment, modification and replacement of the Service Software; and (iv) performance of Service maintenance, upgrades, corrections and repairs; and

2.2.2 Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and Provider Materials by any person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or Provider; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions or actions based on such use.

**2.3 Changes.** Provider reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services, (ii) the competitive strength of or market for the Services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

**2.4 Suspension or Termination of Services.** Provider may suspend, terminate or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the

Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement or the Terms of Use, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any of the Terms of Use; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (iii) this Agreement expires or is terminated. This Section 2.4 does not limit any of Provider's other rights or remedies, whether at law, in equity or under this Agreement.

### **3 Authorization and Customer Restrictions.**

- 3.1 Authorization and Customer Restrictions.** Provider hereby authorizes Customer to access and use, solely during the Term, the Services and such Provider Materials as Provider may supply or make available to Customer solely for the Permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and Provider's Terms of Use. This authorization is non-exclusive, revocable and non-transferable (except as authorized pursuant to Section 16.2).
- 3.2 Number of Authorized Users.** Customer is initially authorized to permit use by the number of Authorized Users listed in the Pricing Schedule. Customer, by its Customer Representative, may add to the number of Authorized Users by contacting Provider by email or phone or by utilizing applicable management features of the Service. Customer will be bound by the instructions and authorizations provided by its Customer Representative.
- 3.3 Reservation of Rights.** Except as expressly set forth herein, nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to, the Services, Provider Materials or Third Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Services, the Provider Materials and the Third Party Materials are and will remain with Provider and the respective rights holders in the Third Party Materials.
- 3.4 Authorization Limitations and Restrictions.** Customer may not alter, resell or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its software or other technology. Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service or the Provider Materials or (iv) copy any features, functions or graphics of the Service or the Provider Materials. Customer will not "frame" or "mirror" the Service. Use, resale, sublicense, or exploitation of the Service and/or the Provider Materials except as expressly permitted in this Agreement

is prohibited.

## **4 Customer Obligations and Requirements**

**1 Passwords and Access.** Customer is responsible for all activities that occur under Customer's Authorized User accounts. Customer is responsible for maintaining the security and confidentiality of all Authorized User usernames and passwords. Customer agrees to notify Provider immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

**4.1 Appropriate Use of the Service.** Customer agrees not to submit to the Service any material that violates the Content Standards in the Terms of Use. Customer will be responsible to ensure that its Authorized Users understand and agree to the Terms of Use and do not submit any material that violates the Content Standards in the Terms of Use or this Agreement. Customer shall remain liable for the actions of its Authorized Users. Provider reserves the right to remove any Customer Data that violates any Content Standards, but is not obligated to do so. Customer and Customer's Authorized Users will comply with all applicable laws regarding Customer Data, use of the Service and the Provider Content, including laws involving private data and any applicable export controls. Provider has right to terminate immediately this Agreement for "Cause" if the Customer or its Authorized Users breach the provisions of this Section 4.2.

**4.2 Prohibited Data.** Customer acknowledges that the Services are not designed with security and access management for Processing the following categories of information: (a) Sensitive Personal Information of Authorized Users (for the purpose of clarity, user name and password are not considered Sensitive Personal Information and are expressly permitted); (b) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services and related technical data designated as defense articles or defense services; and (d) ITAR (International Traffic in Arms Regulations) related data, (each of the foregoing, "Prohibited Data"). Customer shall not, and shall not permit any Authorized User or other person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, or the Provider Systems. Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

## **5 Fees**

**5.1 Fees Generally.** Customer agrees to pay fees as set forth in the Pricing Schedule or as Provider and Customer otherwise expressly and unambiguously agree in writing.

### **5.2 User-Based Fees; Payment**

**5.2.1** Subject to the fee structure and calculations stated in the Pricing Schedule, license

fees are due for the Service based on the number of billable Authorized Users on the Pricing Schedule. An Authorized User is considered billable if his or her account (with a username and password) is available for login and use at any time during the year. Customer agrees that charges will apply for all billable Authorized User accounts including those that have been inactive during the year. An Authorized User account may not be shared or used by more than one Authorized User. In the event that additional Authorized Users are added during the Term pursuant to Section 3.2, an additional per user charge for such Authorized Users will be incurred and Customer will be invoiced accordingly. If at the time of addition of a new Authorized User, there has been a prior cancellation of an Authorized User for such Customer during the applicable Term, the additional new Authorized User may take the place of the cancelled Authorized User for no additional fee (but if a new Authorized User is added and a current Authorized User later is cancelled there is no credit or pro-ratio for the cancelled Authorized User). The license fees are non-refundable.

5.2.2 Provider will invoice annually for the Service in advance. Provider will also invoice as soon as reasonably practicable after the addition of a new Authorized User. All invoices for any charges under this Agreement are due and payable within 30 days of the invoice date. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date specified on the invoice. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such amounts. All amounts are payable in U.S. dollars. If Customer believes that any specific charge under this Agreement is incorrect, in order to obtain a credit, Customer must contact Provider in writing within 30 days of invoice date setting forth the nature and amount of the requested correction; otherwise invoices are final.

**5.3 Excess Data Storage and Use Fees.** The maximum storage space and video use for Customer Data and Output provided to Customer at no additional charge is specified on the Pricing Schedule. If the amount of storage required for Customer's use or Customer's usage exceeds this limit, Customer will be charged at the applicable rate stated in the Pricing Schedule, based on the maximum storage used or usage during the month and will be invoiced monthly for the prior month's storage and usage fees. Such invoices shall be payable as set forth in Section 5.2.2.

#### **5.4 Non-Payment**

5.4.1 In addition to other applicable remedies, Provider reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate this Agreement, upon five business days' email notice, if Customer's account becomes delinquent (falls into arrears).

5.4.2 Delinquent invoices are subject to interest of 1.5% per month on any outstanding

balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs. Customer will be charged all applicable fees, including fees for all Authorized Users then authorized, during any period of suspension.

## **6 Customer Data**

**6.1 Customer Responsibility for Customer Data.** Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Provider will not use the Customer Data and Output for any purpose other than as set forth in Provider's privacy policy posted at <https://app.rescuehub.com/privacy> ("Privacy Policy"). Provider may aggregate anonymous statistical data regarding use and functioning of its system by its various Authorized Users. Such aggregated statistical data will be the sole property of Provider.

**6.2 Back-Up** On a daily basis during the Term, Provider will backup the then current Customer Data and Output at an off-site facility, and, upon written request of the Customer, will use commercially reasonable efforts to make one copy of the backup of the then current Customer Data and Output available to the Customer in Provider's standard format. Notwithstanding the foregoing, these Services do not replace the need for customer to maintain regular data backups or redundant data archives. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA OR OUTPUT.

**6.3 Security.** Provider will use commercially reasonable measures to protect Customer Data and Output against unauthorized disclosure or use.

**7 Privacy.** Provider agrees to implement its Privacy Policy in effect from time to time. Provider's Privacy Policy can be accessed on Provider's web site. Provider reserves the right to modify its privacy and security policies from time to time in its business judgment and as it deems required for compliance with applicable law. Customer shall be responsible for ensuring that its Authorized Users have received and have agreed to the Privacy Policy prior to providing access to the Services to them.

## **8 Intellectual Property Rights.**

### **8.1 Services and Provider Materials.**

All right, title and interest in and to the Services and Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or Provider Materials (including Third-Party Materials) except as expressly set forth in Section 3.1 or the applicable third-party license, in each case

subject to Section 3.3 and Section 8.3. All other rights in and to the Services and Provider Materials (including Third-Party Materials) are expressly reserved by Provider and the respective third-party licensors.

**8.2 Customer Data.** As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 8.4.

**8.3 Output.**

Output is defined as resultant output that is derived from the Processing of Customer Data by or through the Services. Output may contain or be presented with Provider Materials. Upon full and final payment of all fees, Customer will own any Output; provided that to the extent that any Output contains Provider Materials, Provider retains all ownership interests in such Provider Materials and hereby grants Customer and each Authorized User a perpetual, non-exclusive, non-assignable, non-transferrable license to use the Provider Materials incorporated into the Output solely to the extent needed to use the Output for such Customer's or Authorized User's internal, non-commercial use.

**8.4 Consent to Use Customer Data and Output.** Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data and Output: (a) to Provider, its Subcontractors and the Provider personnel as are necessary or useful in connection with the Services; and (b) to Provider as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.

**9 Warranty Regarding the Service.** Provider warrants that the Service will perform in all material respects to the functionality as described on the Provider's web site.

**10 Service Level Warranty.** Provider warrants during the Term of this Agreement that the Service will meet the applicable service level stated in Exhibit C. If Provider does not achieve such service level, Provider will provide Customer upon request with a credit as described in Exhibit C as Customer's sole and exclusive remedy. To claim a remedy under this Section, Customer is required to notify Provider within 15 days of the occurrence of the failure to provide the applicable service level.

**11 Additional Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct.

**12 Indemnification.**

Provider will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including

reasonable attorneys' fees) (collectively, "Losses") arising from any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service or Provider Content (other than that due to Customer Data). In case of such a claim, Provider may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer, replace the Service with a non-infringing Service, or if it deems such remedies not practicable, Provider may terminate the Service and this Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the license fees prepaid for use of the Service not yet furnished as of the termination date. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

Customer will defend, indemnify, and hold Provider (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer or its Authorized Users infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of breach of Sections 3, 4 or 8.3 above.

Customer will defend, indemnify, and hold Provider (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third party subpoena or compulsory legal order or process that seeks Customer Data, Output and/or other Customer-related information or data, including, without limitation, prompt payment to Provider of all costs (including attorneys' fees) incurred by Provider as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay Provider for its staff time in responding to such third party subpoena or compulsory legal order or process at Provider's then applicable hourly rates.

In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

### **13 Disclaimers and Limitations.**

**13.1 DISCLAIMER.** THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PROVIDER. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 9 AND 10 ABOVE, THE SERVICE AND PROVIDER



CONTENT ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. PROVIDER DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED. PROVIDER IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR AUTHORIZED USERS, FOR ANY UNAUTHORIZED MODIFICATION TO THE SERVICES, OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

**13.2 Limitation of Liability.** Except with regard to Customer's payment obligations and with regard to either party's indemnification obligations, in no event will either party's aggregate liability exceed the license fees due for the 12 month period immediately prior to the circumstance giving rise to the claim measured by the [monthly][annual] payment obligation at the time of the event or circumstance giving rise to such claim. Except in regard to Customer breach of Sections 3, 4, or 8.3 in no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).

**13.3 Third Party Materials.** The Service may include gateways, links or other functionality that allows Customer and/or Authorized Users to access third party services ("Third Party Services") and/or third party content and materials ("Third Party Materials"). Provider does not supply and is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. PROVIDER MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD PARTY MATERIALS.

## **14 Confidentiality.**

### **14.1 Definition.**

14.1.1 "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

14.1.2 Exclusions. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to

the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

**14.2 Protection of Confidential Information.** Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of this Agreement.

**14.3 Return/ Destruction of Confidential Information.** Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

**14.4 Compelled Disclosure.** In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

## **15 Term and Termination**

### **15.1 Term.**

The initial term of this Agreement ("Initial Term") will begin on the Effective Date and will end twelve months from the Effective Date. This Agreement will automatically renew for successive one-year periods (each a "Renewal Term") beginning at the end of the Initial Term, unless Customer provides notice of termination not less than 60 days before the end of the Initial Term or current Renewal Term, as applicable. The Initial Term and any Renewal Term will be collectively referred to as the "Term." Applicable pricing, will continue unchanged from the previous term unless Provider notifies Customer of changes in pricing at least 30 days prior to the expiration of the Initial Term or current Renewal Term, as applicable.

**15.2 Termination.** Customer may terminate the Agreement for convenience at any time; provided, however, that Customer acknowledges and agrees that no refund will be

due (except in the event of termination for “Cause” as defined below), and that any outstanding amounts due under the Agreement shall be accelerated in accordance with Section 15.3.2. Except as expressly stated herein, all fees are non-refundable. The Provider may terminate the Agreement for convenience by giving six months prior written notice. Either party may terminate this Agreement for “Cause” if the other party materially breaches this Agreement and such breach, if curable, is not cured within 5 days after the terminating party gives notice of the breach to the breaching party.

### **15.3 Effect of Termination**

- 15.3.1 In the event that this Agreement is terminated (for any reason), Provider will, within 10 days of a Customer’s written request, make available one copy of the most recent backup of the Customer Data and Output in Provider’s standard format. Customer agrees and acknowledges that Provider has no obligation to retain and may delete Customer Data and Output that remains in Provider’s possession or control more than 30 days after termination.
- 15.3.2 Upon any termination by Customer prior to the end of the Term (other than for “Cause”), or in the event of termination by the Provider for “Cause”, any unpaid amounts due under this Agreement shall become immediately due and payable on the termination date. In the event of any termination by the Provider for convenience, Provider shall provide a pro-rated rebate of any prepaid amounts based on the number of days remaining in the Term.
- 15.3.3 The following provisions will survive termination: all definitions, Customer’s accrued financial obligations, the license to Customer Data and Output to the extent reasonable for Provider’s discharge of its post-termination obligations, and the following Sections 8.3 (to the extent of any Output generated prior to the termination and retained by Customer or provided to Customer pursuant to Section 15.3.1), 12, 13, 14, 15.3, and 16.

## **16 Miscellaneous**

- 16.1 **Notice.** Provider may give notice by means of electronic mail to Customer’s email address on record in Customer’s account or by written communication sent by first class mail or by courier service to Customer’s address on record in Customer’s account. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by courier or 12 hours after sending (if sent by email), or, if earlier, when received. Customer may give notice to Provider by email or written communication as directed on Provider’s website. A party may, by giving notice, change its applicable address, email, or other contact information.
- 16.2 **Assignment; Subcontracting.** This Agreement may not be assigned by Customer

without the prior written approval of Provider but may be assigned by Provider to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Provider's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This agreement may be enforced by and is binding on permitted successors and assigns. Provider may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

- 16.3 Choice of Law; Jurisdiction.** This Agreement will be interpreted fairly in accordance with its terms, without any strict construction in favor of or against either party and in accordance with the laws of the State of New York and applicable US federal law. The state and federal courts located in the city of Rochester, New York will have exclusive jurisdiction and venue over any dispute or controversy arising from or relating to this Agreement or its subject matter.
- 16.4 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 16.5 No Agency.** No joint venture, partnership, employment, or agency relationship exists between Customer and Provider as a result of this Agreement or use of the Service.
- 16.6 No Waiver.** The failure of Provider to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Provider in writing.
- 16.7 Force Majeure.** Except for the payment by Customer, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.
- 16.8 Entire Agreement; No Third Party Beneficiaries.** This Agreement, together with any applicable Exhibits(s), the Terms of Use and the Privacy Policy comprises the entire agreement between Customer and Provider and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. In the event of any conflict between this Agreement and the Terms of Use or Privacy Policy, this Agreement shall prevail. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party. Except as set forth in Section 12, nothing in this Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the parties

hereto.

Signed as a binding Agreement by the parties as of the Effective Date:

Provider: Dropkick Studios LLC

By (Authorized Signatory): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: 690 Winton Road South

City, State: Rochester, New York

Postal Code, Country: 14618, USA

Email Address for Contact: jeff@rescuehub.com

**Customer**

Organization Name: \_\_\_\_\_

By (Authorized Signatory): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Postal Code, Country: \_\_\_\_\_

Email Address for Contact: \_\_\_\_\_

## EXHIBIT A

### Definitions

The following definitions will apply:

"Authorized User" means one of Customer's employees or independent contractors who (i) agree to be bound by the Provider's Terms of Use, and (ii) are expressly permitted by Customer to use the Service and have been supplied Authorized User identifications and passwords by Customer (or by Provider at Customer's request).

"Customer Data" means data, information or material provided or submitted by Customer or any Authorized User to Provider in the course of utilizing the Service.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"Customer Representative" means the Authorized Users designated by Customer as authorized to create Authorized User accounts, administer Customer's use of the Service and otherwise represent Customer for the purpose of this Agreement.

"Documentation" means any manuals, instructions or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer solely in or for Customer's non-commercial use, including to track and monitor educational and training requirements of Customer's Authorized Users.

"Personal Information" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located. Personal Information includes, without limitation, all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, and all rules and regulations issued under any of the foregoing.

"Process" means to take any action or perform any operation or set of operations that the SaaS Services are capable of taking or performing on any data, information or other content.

"Processing" and "Processed" have correlative meanings.

"Pricing Schedule" means Exhibit B to this Agreement.

"Provider Materials" means the Service Software, Documentation and Provider Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, templates or arrangements, that are provided or used by Provider in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include data or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Provider Systems" means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Provider or through the use of third-party services.

"Sensitive Personal Information" means (i) an individual's government-issued identification number, including a social security number, driver's license number, or state-issued identification number; (ii) a financial account number, credit card number, or debit card number with any required security code, access code, personal identification number, or password, that would permit access to an individual's financial account; (iii) biometric, medical, health, or health insurance information; (iv) religious or philosophical beliefs or political opinions; (v) trade union membership; (v) sexual orientation; (vi) criminal records, and (vii) other Personal Information that is subject to heightened protection under applicable law.

"Service Software" means the Provider software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Provider provides remote access to and use of as part of the Services.

"Third Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Provider.



## **EXHIBIT B**

### **Pricing Schedule**

#### **Annual Fees: January 1, 2019 – December 31, 2019**

- One Time Setup Fee: \$250
- Annual Fee per year: \$995, includes up to 25 Authorized Users
- Additional Authorized Users Beyond 25: \$40 / user / year
- initial import and group setup for your entire staff (from a spreadsheet provided by Customer)
- import of existing training data (from a spreadsheet provided by Customer)
- training session with officers and designated administrators (up to 5 hours, not to exceed 10 people), delivered via web conference
- a complete outline of basic training for your staff, which can be used by Customer to train staff on Rescue Hub
- Includes up to 5 hours of uploaded video per calendar month
- Includes storage of up to 100GB of uploaded data (excluding video)

#### **Additional Storage Capacity for Uploaded Data**

- 100 GB of storage space: \$9 / month or \$99 / year
- 1TB of storage space: \$49 / month or \$499 / year
- Can be purchased in increments of 100GB or 1TB

#### **Additional Video**

- 1 additional hour of uploaded and stored video: \$19 / hour
- 1 additional hour of uploaded and stored video per month: \$149 / year
- Example: In March, Customer uploads 7 hours of video. This would incur a charge of \$38 (2 additional hours beyond 5 hour/month limit)
- Example: An increase from 5 hours/month to 10 hours/month would cost \$745 (\$149 x 5)

#### **Optional Add-On Feature: Integrated Video Conferencing**

- Fee per year: \$795
- Includes up to 20 hours of video conferencing per month
- Cost for video conferencing beyond 20 hours per month: \$10 / hour

## EXHIBIT C

### Service Level Agreement

1. Service Level Warranty: Provider's warranty is no less than 99.5% Uptime (as defined below) measured across a calendar month. (Total number of minutes of Uptime in a month DIVIDED by total minutes in a month less total minutes of Excused Downtime.)
2. "Uptime" means the Service is operational and is available to communicate with the Internet in Provider's service location (or back up facility).
3. If the warranted level of Uptime is not provided, the Customer will receive a credit of 5% of Customer's monthly fee for each hour in which Provider fails to meet the Uptime requirements (the "SLA Credits"). In order to receive the SLA Credits, Customer must make a request in writing to the Provider within 15 days of the occurrence of the failure in accordance with Section 10 of the Agreement.
4. This credit does not apply to the extent that the failure to achieve the Uptime is due to any of the following ("Excused Downtime"): (i) Force Majeure events, (ii) downtime caused by a non-standard environment, Customer Systems, Customer's violation of this Agreement or the Terms of Use (including the Content Standards), Customer authored code or changes to the Services by parties other than Provider, or use that exceeds Customer's storage or use capacity as set forth on Exhibit B, (iii) emergency maintenance (for example for security patch application) and (iv) scheduled maintenance events or outages.
5. Provider will post scheduled maintenance events or outages on its website with at least 24 hours' notice.



# CITY OF OSSEO

## Payments

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Batch Name	6/10/19	User Dollar Amt	\$0.00	
Payments		Computer Dollar Amt	\$62,219.10	
			\$62,219.10	<b>Out of Balance</b>
Refer	7459 ABTS, NANCY SMEBAK	-		
Cash Payment	E 101-41650-260 EDUCATION/MEETING	MILEAGE REIMB PARKING SEMINAR, SLUC EVENT		\$31.32
Invoice				
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	\$31.32
Refer	7458 ASPEN MILLS INC	-		
Cash Payment	E 101-41920-218 UNIFORMS/GEAR	21 LOGO POLO SHIRTS		\$1,019.80
Invoice 237504	5/22/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	\$1,019.80
Refer	7492 BATTERIES + BULBS	-		
Cash Payment	E 101-41900-211 OPERATIONS	BATTERIES		\$19.78
Invoice 14633819	5/16/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	\$19.78
Refer	7460 BERGANKDV LTD	-		
Cash Payment	E 101-41550-301 ACCOUNTING/AUDITIN	2018 AUDIT - FINAL		\$1,550.00
Invoice 1039867	5/20/2019			
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	2018 AUDIT - FINAL		\$968.75
Invoice 1039867	5/20/2019			
Cash Payment	E 602-49400-310 OTHER PROFESSIONA	2018 AUDIT - FINAL		\$968.75
Invoice 1039867	5/20/2019			
Cash Payment	E 604-49400-310 OTHER PROFESSIONA	2018 AUDIT - FINAL		\$387.50
Invoice 1039867	5/20/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	\$3,875.00
Refer	7491 BROADWAY AWARDS INC	-		
Cash Payment	E 101-41900-201 OFFICE OPERATIONS	PROPERTY ROOM AND AUTHORIZED SIGNAGE		\$120.00
Invoice 45482	5/21/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	\$120.00
Refer	7463 COMCAST - CALIFORNIA	-		
Cash Payment	E 101-41700-321 TELECOMMUNICATION	JUNE 2019 SERVICE		\$345.74
Invoice JUNE 2019	5/30/2019			
Cash Payment	E 101-41700-321 TELECOMMUNICATION	JUNE 2019 SERVICE		\$20.01
Invoice JUNE 2019	5/31/2019			
Cash Payment	E 101-42000-321 TELECOMMUNICATION	JUNE 2019 SERVICE		\$176.98
Invoice JUNE 2019	5/30/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	\$542.73
Refer	7462 COMCAST BUSINESS	-		
Cash Payment	E 101-41700-321 TELECOMMUNICATION	JUNE 2018 TRUNK LINES		\$327.52
Invoice 80916914	5/23/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	\$327.52
Refer	7461 COVERALL	-		
Cash Payment	E 101-41700-317 CLEANING SERVICE	MAY CITY HALL CLEANING		\$409.00
Invoice 7070263486	5/6/2019			



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## Payments

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Cash Payment	E 101-41700-317 CLEANING SERVICE	MAY LIBRARY CLEANING	\$63.00
Invoice	7070263486	5/6/2019	
Cash Payment	E 101-41700-317 CLEANING SERVICE	MAY FIRE CLEANING	\$45.00
Invoice	7070263486	5/6/2019	
Cash Payment	E 101-41700-317 CLEANING SERVICE	MAY POLICE CLEANING	\$279.00
Invoice	7070263486	5/6/2019	
Cash Payment	E 101-41800-317 CLEANING SERVICE	MAY CC CLEANING	\$125.00
Invoice	7070263486	5/6/2019	
Cash Payment	E 101-41700-317 CLEANING SERVICE	MAY CHAMBER CLEANING	\$54.00
Invoice	7070263486	5/6/2019	
Cash Payment	G 101-10600 ACCOUNTS RECEIVABLE	BCA BACKGROUND CHECK	-\$33.25
Invoice	7070263486	5/6/2019	
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b> \$941.75
Refer	7464 CURRENT, GARY	-	
AP Payment	E 101-41920-260 EDUCATION/MEETING	MAR-APR 2019 INVESTIGATIVE MILEAGE REIMB	\$119.13
Invoice	MAR-APR 2019		
Transaction Date	5/31/2019	ACCTS PAYABLE 20200	<b>Total</b> \$119.13
Refer	7493 DAKOTA SUPPLY GROUP	-	
Cash Payment	E 601-49400-211 OPERATIONS	2-2" WATER METERS	\$1,749.90
Invoice	723179	5/17/2019	
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$1,749.90
Refer	7522 DEANS SUPERMARKET INC	-	
Cash Payment	E 101-42300-312 PROGRAMMING	STEP TO IT CHALLENGE	\$12.01
Invoice			
Transaction Date	6/5/2019	PREMIER CHECKIN 10100	<b>Total</b> \$12.01
Refer	7523 DRIVER & VEHICLE SERVICES	-	
Cash Payment	E 101-41920-217 VEHICLE REPAIRS/MAI	DUPLICATE TITLE: VIN 1GCKP32W3K3325699	\$18.25
Invoice			
Cash Payment	E 101-41920-217 VEHICLE REPAIRS/MAI	DUPLICATE TITLE: VIN 1FMJU1G54AEB58020	\$18.25
Invoice			
Transaction Date	6/5/2019	PREMIER CHECKIN 10100	<b>Total</b> \$36.50
Refer	7515 EFTPS	Ck# 001841E 6/4/2019	
Cash Payment	G 101-21701 FEDERAL WITHHOLDING	6/5/19 PAYROLL	\$4,265.93
Invoice			
Cash Payment	G 101-21703 FICA WITHHOLDING	6/5/19 PAYROLL	\$4,888.70
Invoice			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$9,154.63
Refer	7466 FAIRS GARDEN CENTER	-	
Cash Payment	E 101-42350-211 OPERATIONS	DIRT FOR PARK TURF REPAIR	\$48.00
Invoice	11451	5/20/2019	
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b> \$48.00
Refer	7494 FERGUSON WATERWORKS	-	
Cash Payment	E 601-49400-211 OPERATIONS	2 CURB STOP KEYS	\$194.54
Invoice	0324475	5/31/2019	



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## Payments

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Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$194.54</b>
Refer	7467 FINKEN WATER	-		
Cash Payment	E 101-41110-211 OPERATIONS	5/21/19 WATER DELIVERY		\$29.80
Invoice	00727TI 5/24/2019			
Cash Payment	E 101-41900-211 OPERATIONS	5/21/19 PD WATER DELIVERY		\$37.25
Invoice	00728TI 5/24/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$67.05</b>
Refer	7468 FIRE INSTRUCTION RESCUE EDU	-		
Cash Payment	E 101-41920-261 FIRE TRAINING - REIM	5/30/19 HAZMAT TACTICS TRAINING		\$500.00
Invoice	4004 5/30/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$500.00</b>
Refer	7514 FURTHER - FORMERLY SELECTA	Ck# 001840E 6/4/2019		
Cash Payment	G 101-21711 EMPLOYEE H.S.A CONTRI	6/5/19 PAYROLL		\$1,739.00
Invoice				
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$1,739.00</b>
Refer	7526 FURTHER - FORMERLY SELECTA	-		
Cash Payment	E 101-41110-130 MED/DEN/LIFE/LTD INS	JUNE 2019 BENE ADMIN		\$30.00
Invoice	6/5/2019			
Transaction Date	6/6/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$30.00</b>
Refer	7495 GOPHER STATE ONE CALL, INC.	-		
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	MAY 2019 LOCATES		\$31.72
Invoice	9050655 6/3/2019			
Cash Payment	E 602-49400-310 OTHER PROFESSIONA	MAY 2019 LOCATES		\$31.73
Invoice	9050655 6/3/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$63.45</b>
Refer	7470 HAGEN, LYNN/MICHAEL	-		
Cash Payment	G 601-20220 UNDISTRIBUTED UTILITY R	UTILITY OVERPAY-317 5TH AVE NE		\$119.23
Invoice				
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$119.23</b>
Refer	7469 HENN CO PUBLIC WORKS	-		
Cash Payment	E 101-42000-216 FUEL - VEHICLE/EQUIP	APR 2019 PW FUEL		\$400.23
Invoice	1000130637 5/20/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$400.23</b>
Refer	7496 HOLIDAY COMMERCIAL	-		
Cash Payment	E 101-41900-216 FUEL - VEHICLE/EQUIP	SQUAD FUEL 1400 019 023 680		\$933.02
Invoice	5/28/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$933.02</b>
Refer	7517 ICMA RETIREMENT CORPORATIO	-		
Cash Payment	G 101-21705 DEFFERED COMP	6/5/19 PAYROLL		\$480.65
Invoice				
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$480.65</b>
Refer	7471 INNOVATIVE OFFICE SUPPLY	-		
Cash Payment	E 101-41110-201 OFFICE OPERATIONS	BINDERS,TONER,COPYPAPER		\$228.67
Invoice	2536072 5/30/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$228.67</b>



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Refer	7497 KENNEDY & GRAVEN, CHARTER	-		
Cash Payment	E 101-41500-304 LEGAL SERVICE - CIVI	ADMIN SERVICES		\$1,905.15
Invoice	APR 2019	5/21/2019		
Cash Payment	E 101-41500-304 LEGAL SERVICE - CIVI	PZ SERVICES		\$210.78
Invoice	APR 2019	5/21/2019		
Cash Payment	E 101-42300-312 PROGRAMMING	ADULT REC		\$32.43
Invoice	APR 2019	5/21/2019		
Cash Payment	E 242-41650-211 OPERATIONS	TREE INVENTORY PROJECT		\$121.61
Invoice	APR 2019	5/21/2019		
Cash Payment	E 407-42000-529 STREET IMPROVEMEN	2019 STR PROJECT		\$364.81
Invoice	APR 2019	5/21/2019		
Cash Payment	E 101-41500-211 OPERATIONS	EXPENSES		\$51.50
Invoice	APR 2019	5/21/2019		
Cash Payment	E 130-42000-520 CAPITAL OUTLAY	SELVIG LAND REG		\$16.50
Invoice	APR 2019	5/21/2019		
Cash Payment	E 101-41500-304 LEGAL SERVICE - CIVI	UPDATE PERSONNEL POLICY		\$165.00
Invoice	APR 2019	5/21/2019		
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	Total	\$2,867.78
Refer	7498 KIESLER POLICE SUPPLY INC	-		
Cash Payment	E 115-41900-211 OPERATIONS	6 DOUBLE MAG POUCHES		\$179.94
Invoice	110202	5/21/2019		
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	Total	\$179.94
Refer	7474 LAW ENFORCE LABOR SERVICE I	-		
Cash Payment	G 101-21708 UNION DUES	POLICE UNION DUES		\$255.00
Invoice	JUNE 2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	Total	\$255.00
Refer	7472 LED PENNY	-		
Cash Payment	E 253-42400-211 OPERATIONS	6/18/19 PARK EVENT		\$600.00
Invoice				
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	Total	\$600.00
Refer	7500 LOFFLER - LEASE	-		
Cash Payment	E 101-41110-410 LEASES/RENTALS	KONICA COPIER LEASE		\$134.10
Invoice	386190573	6/3/2019		
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	Total	\$134.10
Refer	7473 LYNDE GREENHOUSE & NURSER	-		
Cash Payment	E 101-42350-215 CENTRAL AVENUE ST	58 HANGING FLOWER BASKETS		\$3,915.00
Invoice				
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	Total	\$3,915.00
Refer	7479 MCFOA	-		
Cash Payment	E 101-41650-260 EDUCATION/MEETING	6/18/19 DISASTER MGMT TRNG - L LARSON		\$20.00
Invoice				
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	Total	\$20.00
Refer	7511 MCMA	-		
Cash Payment	E 101-41110-255 DUES/MEMBERSHIP	5/1-12/31/19 MEMBERSHIP		\$91.45
Invoice				
Cash Payment	G 101-15500 PREPAID EXPENSE	1/1-4/30/20 MEMBERSHIP		\$45.75
Invoice				



# CITY OF OSSEO

## Payments

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Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$137.20</b>
Refer	7475 MENARDS-BROOKLYN PARK	-		
Cash Payment	E 101-42000-211 OPERATIONS	SHOP LIGHTS,SHOE COVERS		\$53.85
Invoice 81919	4/30/2019			
Cash Payment	E 205-42350-801 RENTAL PROPERTY E	CAULK-417 1ST AVE NE BATHROOM REPAIR		\$5.94
Invoice 81919	4/30/2019			
Cash Payment	E 101-42350-211 OPERATIONS	2 STROKE OIL FOR PARK EQUIPMENT		\$23.94
Invoice 83492	5/22/2019			
Cash Payment	E 101-42350-215 CENTRAL AVENUE ST	IRRIGATION TIPS FOR FLOWER BASKETS		\$29.94
Invoice 83491	5/22/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$113.67</b>
Refer	7501 METRO SALES INC	-		
Cash Payment	E 101-41900-410 LEASES/RENTALS	PD COPIER LEASE		\$73.04
Invoice 1344386	5/17/2019			
Cash Payment	E 101-41900-201 OFFICE OPERATIONS	PD COPIER MAINTENANCE		\$59.00
Invoice 1343594	5/16/2019			
Cash Payment	E 101-41900-201 OFFICE OPERATIONS	PD COPIER USAGE		\$66.07
Invoice 1343594	5/16/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$198.11</b>
Refer	7476 METRO WEST INSPECTION SERVI	-		
Cash Payment	G 101-20222 BUILDING INSPECTIONS P	APR 2019 INSPECTIONS		\$365.22
Invoice 2008	5/28/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$365.22</b>
Refer	7502 MINNEAPOLIS, CITY OF	-		
Cash Payment	E 101-41900-314 PAWN TRANSACTION	APR 2019 TRANSACTIONS		\$267.30
Invoice 400451003016	5/21/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$267.30</b>
Refer	7477 MINNESOTA LIFE INS CO	-		
Cash Payment	E 101-41900-130 MED/DEN/LIFE/LTD INS	JUNE 2019 PREMIUM		\$35.00
Invoice 91410020	5/28/2019			
Cash Payment	E 101-41110-130 MED/DEN/LIFE/LTD INS	JUNE 2019 PREMIUM		\$15.00
Invoice 91410020	5/28/2019			
Cash Payment	E 101-41650-130 MED/DEN/LIFE/LTD INS	JUNE 2019 PREMIUM		\$5.00
Invoice 91410020	5/28/2019			
Cash Payment	E 101-42000-130 MED/DEN/LIFE/LTD INS	JUNE 2019 PREMIUM		\$15.00
Invoice 91410020	5/28/2019			
Cash Payment	G 101-21710 MISC DEDUCTIONS/BENEF	JUNE 2019 PREMIUM		\$82.50
Invoice 91410020	5/28/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$152.50</b>
Refer	7512 MN DEPT OF REVENUE	Ck# 001838E 6/4/2019		
Cash Payment	G 101-21702 STATE WITHHOLDING	6/5/19 PAYROLL		\$35.00
Invoice				
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$35.00</b>
Refer	7513 MN DEPT OF REVENUE	Ck# 001839E 6/4/2019		
Cash Payment	G 101-21702 STATE WITHHOLDING	6/5/19 PAYROLL		\$2,121.29
Invoice				



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Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$2,121.29</b>
Refer	7484 MOSAIC CHURCH	Ck# 039722 5/13/2019		
Cash Payment	G 101-22001 COMMUNITY CENTER DEP	VOID CK39722		<b>-\$250.00</b>
Invoice				
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>-\$250.00</b>
Refer	7516 MSRS DFC -EMPOWER	Ck# 001842E 6/4/2019		
Cash Payment	G 101-21705 DEFFERED COMP	6/5/19 PAYROLL		<b>\$50.00</b>
Invoice				
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$50.00</b>
Refer	7478 NAPA-COTTENS OSSEO			
Cash Payment	E 101-42000-217 VEHICLE REPAIRS/MAI	CARWASH,BLEACH,FUSEKIT,FUSE		<b>\$27.71</b>
Invoice	806532 5/22/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$27.71</b>
Refer	7521 PAUL BAERTSCHI P.A.			
Cash Payment	E 101-41500-306 LEGAL SERVICE - PRO	MAY 2019 PROSECUTION		<b>\$1,200.00</b>
Invoice				
Cash Payment	E 101-41500-211 OPERATIONS	MAY 2019 EXPENSES		<b>\$24.10</b>
Invoice				
Transaction Date	6/5/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$1,224.10</b>
Refer	7524 PERA	Ck# 001844E 6/5/2019		
Cash Payment	G 101-21704 PERA	6/5/19 PAYROLL		<b>\$84.84</b>
Invoice				
Transaction Date	6/5/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$84.84</b>
Refer	7525 PERA	Ck# 001845E 6/5/2019		
Cash Payment	G 101-21704 PERA	6/5/19 PAYROLL		<b>\$9,352.54</b>
Invoice				
Transaction Date	6/5/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$9,352.54</b>
Refer	7518 PITNEY BOWES- METER RENTAL			
Cash Payment	E 101-41110-410 LEASES/RENTALS	2ND QTR 2018 POSTAGE METER RENTAL		<b>\$145.74</b>
Invoice	3103169009 6/4/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b>	<b>\$145.74</b>
Refer	7480 PRIME ADVERTISING & DESIGN IN			
Cash Payment	E 240-41700-211 OPERATIONS			<b>\$100.00</b>
Invoice				
Cash Payment	E 101-41900-404 NIGHT TO UNITE	SUMMER NEWSLETTER		<b>\$230.08</b>
Invoice	68184 6/4/2019			
Cash Payment	E 101-41110-351 PRINTING/PUBLISHING	SUMMER NEWSLETTER		<b>\$1,670.34</b>
Invoice	68184 6/4/2019			
Cash Payment	E 250-42300-852 SUPPLIES	SUMMER NEWSLETTER		<b>\$766.15</b>
Invoice	68184 6/4/2019			
Cash Payment	E 101-42301-312 PROGRAMMING	SUMMER NEWSLETTER		<b>\$115.04</b>
Invoice	68184 6/4/2019			
Cash Payment	E 101-42302-312 PROGRAMMING	SUMMER NEWSLETTER		<b>\$230.08</b>
Invoice	68184 6/4/2019			
Cash Payment	E 253-42400-211 OPERATIONS	SUMMER NEWSLETTER		<b>\$115.04</b>
Invoice	68184 6/4/2019			





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Cash Payment	E 204-42390-352 TROLLEY OPERATION	SUMMER NEWSLETTER	\$75.92
Invoice	68184	6/4/2019	
Cash Payment	E 601-49400-211 OPERATIONS	SUMMER NEWSLETTER	\$248.48
Invoice	68184	6/4/2019	
Cash Payment	E 407-42000-303 ENGINEERING SERVIC	SUMMER NEWSLETTER	\$230.07
Invoice	68184	6/4/2019	
Transaction Date	5/31/2019	PREMIER CHECKIN 10100	<b>Total</b> \$3,781.20
Refer	7503 PRO-TECH SECURITY SYSTEMS		
Cash Payment	E 101-41700-222 BUILDING REPAIR/MAI	6/1-12/31/19 ALARM MONITORING	\$61.25
Invoice	015696	5/15/2019	
Cash Payment	G 101-15500 PREPAID EXPENSE	1/1-5/31/20 ALARM MONITORING	\$43.75
Invoice	015696	5/15/2019	
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$105.00
Refer	7504 R & W WELDING & MACHINE, INC.		
Cash Payment	E 101-42350-215 CENTRAL AVENUE ST	NEW BRACKETS FOR BASKETS	\$612.00
Invoice	128479	5/21/2019	
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$612.00
Refer	7505 RANDYS SANITATION		
Cash Payment	E 101-41110-384 RECYCLE/ORGANICS/	2019 CLEAN UP DAY	\$1,530.26
Invoice			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$1,530.26
Refer	7506 REINDERS		
Cash Payment	E 101-42350-211 OPERATIONS	PARKS FERTILIZER	\$165.20
Invoice	3063306	5/28/2019	
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$165.20
Refer	7519 REVTRAK	Ck# 001843E 6/4/2019	
Cash Payment	E 101-41800-211 OPERATIONS	MAY 2019 MERCHANT FEES	\$63.42
Invoice	MAY 2019	6/4/2019	
Cash Payment	E 101-41550-300 FINANCIAL SERVICES	MAY 2019 MERCHANT FEES	\$105.40
Invoice	MAY 2019	6/4/2019	
Cash Payment	E 101-42301-312 PROGRAMMING	MAY 2019 MERCHANT FEES	\$77.45
Invoice	MAY 2019	6/4/2019	
Cash Payment	E 101-42350-212 GATEWAY SIGN OPER	MAY 2019 MERCHANT FEES	\$33.82
Invoice	MAY 2019	6/4/2019	
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	MAY 2019 MERCHANT FEES	\$176.41
Invoice	MAY 2019	6/4/2019	
Cash Payment	E 602-49400-310 OTHER PROFESSIONA	MAY 2019 MERCHANT FEES	\$176.41
Invoice	MAY 2019	6/4/2019	
Cash Payment	E 604-49400-310 OTHER PROFESSIONA	MAY 2019 MERCHANT FEES	\$176.41
Invoice	MAY 2019	6/4/2019	
Cash Payment	E 407-42000-303 ENGINEERING SERVIC	MAY 2019 MERCHANT FEES	\$482.33
Invoice	MAY 2019	6/4/2019	
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$1,291.65
Refer	7507 RUDICK, GLENDA		
Cash Payment	G 101-22001 COMMUNITY CENTER DEP	6/2/19 CC DEPOSIT RETURN	\$250.00
Invoice			
Transaction Date	6/4/2019	PREMIER CHECKIN 10100	<b>Total</b> \$250.00



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Refer	7509 SIPE BROS. INC.	-			
Cash Payment	E 101-41900-217 VEHICLE REPAIRS/MAI	SQUAD WASHES			\$15.00
Invoice	STMT 5/16/19	5/20/2019			
Cash Payment	E 101-41920-216 FUEL - VEHICLE/EQUIP	FD FUEL			\$37.25
Invoice	STMT 5/31/19	6/4/2019			
Cash Payment	E 101-42350-216 FUEL - VEHICLE/EQUIP	PARKS FUEL			\$22.66
Invoice	STMT 5/31/19	6/4/2019			
Cash Payment	E 101-42000-216 FUEL - VEHICLE/EQUIP	PW FUEL			\$79.33
Invoice	STMT 5/31/19	6/4/2019			
Cash Payment	E 604-49400-216 FUEL - VEHICLE/EQUIP	SWEeper FUEL			\$78.06
Invoice	STMT 5/31/19	6/4/2019			
Cash Payment	E 101-41900-217 VEHICLE REPAIRS/MAI	SQUAD WASH			\$5.00
Invoice	STMT 5/31/19	6/4/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$237.30
Refer	7465 SNAKE DISCOVERY LLC	-			
Cash Payment	E 253-42400-211 OPERATIONS	6/25/19 PARK EVENT			\$175.00
Invoice					
Transaction Date	5/31/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$175.00
Refer	7508 STREICHERS INC	-			
Cash Payment	E 116-41900-211 OPERATIONS	9MM PRACTICE AMMO			\$478.54
Invoice	1368717	5/21/2019			
Cash Payment	E 115-41900-211 OPERATIONS	DEMONSTRATOR GUN/DUMMY ROUNDS			\$185.95
Invoice	1369773	5/24/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$664.49
Refer	7485 TIMESAVER OFF SITE SECRETARI	-			
Cash Payment	E 101-41000-307 RECORDING SERVICE	5/13/19 CC MTG			\$250.00
Invoice	24779	5/31/2019			
Cash Payment	E 101-41920-307 RECORDING SERVICE	5/22/19 PSAC MTG			\$128.25
Invoice	24779	5/31/2019			
Cash Payment	E 101-41900-307 RECORDING SERVICE	5/22/19 PSAC MTG			\$128.25
Invoice	24779	5/31/2019			
Transaction Date	6/3/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$506.50
Refer	7510 TWIN CITY WATER CLINIC INC.	-			
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	MAY 2019 WATER SAMPLING			\$60.00
Invoice	13058	6/3/2019			
Transaction Date	6/4/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$60.00
Refer	7482 WATER CONSERVATION SERVICE	-			
Cash Payment	E 601-49400-310 OTHER PROFESSIONA	WATER LEAK SURVEY			\$1,148.13
Invoice	9554	5/17/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$1,148.13
Refer	7483 WSB & ASSOCIATES INC	-			
Cash Payment	E 130-42000-303 ENGINEERING SERVIC	PAVEMENT MGMT			\$136.36
Invoice	APR 2019	5/13/2019			
Cash Payment	E 150-41650-303 ENGINEERING SERVIC	COMP PLAN			\$477.26
Invoice	APR 2019	5/13/2019			
Cash Payment	E 101-41650-303 ENGINEERING SERVIC	PZ			\$136.38
Invoice	APR 2019	5/13/2019			



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Cash Payment	E 407-42000-303 ENGINEERING SERVIC	2019 STR PROJECT			\$2,701.50
Invoice	APR 2019	5/13/2019			
Cash Payment	E 150-41650-303 ENGINEERING SERVIC	COMP PLAN			\$1,158.00
Invoice	APR 2019	5/13/2019			
Cash Payment	E 101-41920-310 OTHER PROFESSIONA	HYDRANT MAPS			\$82.86
Invoice	APR 2019	5/13/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$4,692.36
Refer	7481 XCEL ENERGY				
Cash Payment	E 101-41700-380 ELECTRIC SERVICE	APR 2019 SERVICE			\$582.26
Invoice	637797726	5/20/2019			
Cash Payment	E 101-41800-380 ELECTRIC SERVICE	APR 2019 SERVICE			\$127.81
Invoice	637797726	5/20/2019			
Cash Payment	E 101-41900-402 EMERGENCY PREPAR	APR 2019 SERVICE			\$10.24
Invoice	637797726	5/20/2019			
Cash Payment	E 101-42000-380 ELECTRIC SERVICE	APR 2019 SERVICE			\$133.15
Invoice	637797726	5/20/2019			
Cash Payment	E 101-42000-226 TRAFFIC SIGNALS/STR	APR 2019 SERVICE			\$913.30
Invoice	637797726	5/20/2019			
Cash Payment	E 101-42350-380 ELECTRIC SERVICE	APR 2019 SERVICE			\$115.75
Invoice	637797726	5/20/2019			
Cash Payment	E 601-49400-380 ELECTRIC SERVICE	APR 2019 SERVICE			\$31.72
Invoice	637797726	5/20/2019			
Cash Payment	E 602-49400-380 ELECTRIC SERVICE	APR 2019 SERVICE			\$235.48
Invoice	637797726	5/20/2019			
Cash Payment	E 101-42350-212 GATEWAY SIGN OPER	APR 2019 SERVICE			\$99.35
Invoice	637797726	5/20/2019			
Transaction Date	5/31/2019	PREMIER CHECKIN	10100	<b>Total</b>	\$2,249.06



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### Fund Summary

	10100 PREMIER CHECKING	
101 GENERAL FUND		\$46,945.83
115 POLICE DONATIONS/EXPENSES		\$365.89
116 POLICE FORFIETURE FUND		\$478.54
130 PAVEMENT MANAGEMENT		\$152.86
150 COMP PLAN GRANT		\$1,635.26
204 TROLLEY		\$75.92
205 PARK DEDICATION		\$5.94
240 CABLE GRANT		\$100.00
242 HENN CO TREE GRANT		\$121.61
250 COMMUNITY FUND		\$766.15
253 MUSIC/MOVIES IN THE PARK		\$890.04
407 2019 STREET IMPROVEMENT		\$3,778.71
601 WATER FUND		\$4,728.88
602 SEWER FUND		\$1,412.37
604 STORM WATER FUND		\$641.97
		<hr/>
		\$62,099.97
	20200 ACCTS PAYABLE	
101 GENERAL FUND		\$119.13
		<hr/>
		\$119.13

Pre-Written Checks	\$23,578.95
Checks to be Generated by the Computer	\$38,640.15
	<hr/>
Total	\$62,219.10

# Upcoming Events



**Boerboom Park**  
**Tues. June 11**  
**7 pm**

**Bring Your Teddy Bear!**



**Series Sponsors:**



# LED PENNY



**Boerboom**  
**Park - 7 pm**  
**Tues. June 18**



**Series Sponsors:**

