

NOTICE OF A WORK SESSION OF THE BOARD OF ALDERMEN

REVISED

10:42 am, Feb 28, 2023

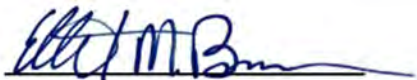
February 28, 2023

Notice is hereby given that a Work Session of the Board of Aldermen of the City of Shrewsbury, Missouri, will be held at 6:00pm on February 28, 2023 in-person in the Aldermanic Conference Room at the City Center at 5200 Shrewsbury Ave., Shrewsbury, MO 63119 and via Zoom teleconference.

Meeting Link: www.zoom.us/join
Meeting ID: 688 956 6954
Passcode: 022823
One Tap Mobile: +13052241968,,6889566954#,,,*022823#

- A. **Roll Call**
- B. **Approval of the Minutes:** Board of Aldermen Regular Meeting February 14, 2023
- C. **Discussion -** Flock License Plate Reading Cameras & Review of the Questions & Answers from the 1/10/2023 and 1/24/2023 Board Meetings
- D. **Ordinances for Consideration:**
 - Bill 3076** – Flock Group Service Agreement Authorization (First Reading held 2/14/23)
 - Bill 3077** – St. Louis County Rights-of-Way Agreement Authorization (First Reading held 2/14/23)
 - Bill 3078** – FY 2023 Budget Amendment
- E. **Discussion -** Shrewsbury Municipal Court Update
- F. **Discussion –** RFP Organizational Assessment/Salary Survey
- G. **Discussion –** City Solid Waste Contract
- H. **Discussion –** St. Michael Ave. Retaining Wall Replacement
- I. **Discussion –** Public Works FY2023 Budget Update
- J. **Discussion –** Strategic Planning Session
- K. **Old Business**
- L. **New Business**
- M. **Hear Citizens:** Live Comments from Interested Parties (3 minutes per person)
- N. **Adjournment**

All interested parties are invited to attend.



Elliot Brown, Acting City Administrator/City Clerk

The Next Regularly Scheduled Board of Aldermen Meeting is Scheduled for March 14, 2023



CITY OF SHREWSBURY

OFFICE OF THE ACTING CITY ADMINISTRATOR/CITY CLERK

TO: BOARD OF ALDERMEN, MAYOR TRAVAGLINI, DEPARTMENT HEADS
FROM: ELLIOT BROWN
SUBJECT: FEBRUARY BOARD OF ALDERMEN WORK SESSION
DATE: FEBRUARY 24, 2023

Agenda Items Information:

BILL 3076 – Flock Group Service Agreement Authorization (2nd Reading/Final Passage)

Sponsored by Alderman Odenwald

Last Fall, the Police Department was awarded a \$23,200 grant from the Missouri Department of Public Safety to install 8 Flock license plate reading cameras around the City of Shrewsbury. Over the course of several public meetings, the Board has heard presentations from Flock representatives about the capabilities and security features of their system, from Chief Vargas about the potential public safety improvements they would bring to the City, and from residents with privacy concerns. Bill 3076 authorizes the Mayor to execute an agreement with Flock for the installation and maintenance of the cameras. The First reading by title only was held on February 14, 2023.

BILL 3077 – St. Louis County Rights-of-Way Agreement Authorization (2nd Reading/Final Passage)

Sponsored by Alderman Odenwald

This Bill authorizes the Mayor to execute an agreement with St. Louis County to place the FLOCK cameras within their rights-of-way if the Board moves forward with Bill 3076. The First reading by title only was held on February 14, 2023.

BILL 3078 – FY2023 Budget Amendment (1st Reading/2nd Reading/Final Passage)

Sponsored by Alderperson Welch

As reported by Director Madrid at the February 14th meeting, the import of the FY 2023 Budget into the city's financial software allowed the opportunity for another review and reconciliation. Director Madrid identified and is recommending several necessary changes. City Attorney Daming has reviewed and made some minor adjustments to the draft bill provided to the Board on February 14th. Director Madrid is requesting a motion to suspend the rules and hold first and second reading of the bill along with final passage on February 28th.

Discussion – Shrewsbury Municipal Court Update

At the request of Mayor Travaglini, Judge Gentry Smith, and Alderperson Reeves, Court Administrator Mike Pauley will attend the Work Session to provide an opportunity for the Board to ask questions about the operation of the courts and gain insight into the case types and numbers reported each month. Please come prepared with questions and feel free to email them to Mike ahead of time.

Discussion – RFP Organizational Assessment/Salary Survey

The Draft RFP approved by the Board on January 24, 2023 was posted and two valid responses were received prior to the February 17, 2023 deadline. See the separate memo outlining the responses in the packet along with the proposals and come prepared to discuss and decide on whether to proceed with one or neither. If a proposal is accepted, Staff will begin contract negotiations with the intention of having an authorization ordinance ready for Board authorization at our March 14th regular meeting.

Discussion – City Solid Waste Contract

Shrewsbury's current contract with Waste Management for solid waste collection was executed in August 2020 for 3 years with an optional 4th year. Billed quarterly, the contract rates for standard service were:

Year 1: \$20.50/month
 Year 2: \$22.00/month
 Year 3: \$23.50/month
 Optional Year 4: \$25.00/month

A recent survey of other St. Louis area municipal solid waste collection rates indicates that the \$25.00/month is a bit higher than other providers in the area. If the Board would like to bid out the service instead of exercising the optional 4th year with Waste Management, we will need to get an RFP put together and posted by the end of March to ensure that potential vendors have adequate time to respond.

Discussion – St. Michael Ave Retaining Wall Replacement

Last month, a resident reached out to Alderman Odenwald regarding an old railroad tie retaining wall bordering two properties on the west side of St. Michael Ave between Devonshire and Murdoch Avenues:



The resident reported that the wall was failing and that they were under the impression that the City was responsible for repairing it. Director Wagner and I have completed some preliminary research on the matter and it looks like the City built the retaining wall in 1994 (Ordinance #1965).

Director Wagner has inspected the wall and agrees that it needs to be repaired/replaced and remembered that it had been previously discussed. In 2017, Allen Outdoor Solutions submitted a proposal of \$18,750 for the project and it was budgeted as “Capital Improvements - Other Capital

Outlay” in 2019 & 2020. The project was not completed, and the funds were subsequently removed in the 2021 budget and have not been added back. Director Wagner requested an updated proposal from Allen Outdoor Solutions, and it has been updated with current costs to \$22,275. To account for any additional work needed, Director Wagner has estimated the total project cost at \$25,000.

Before moving forward with the project, the Board will need to amend the budget to add the \$25,000. If so, I would also suggest that the Board consider an agreement between the City and the owners of 7700 Devonshire and 7701 St. Michael whereby they would be responsible for any future maintenance of the completed wall. The City did something similar in 1996 for another retaining wall on Shrewsbury Ave. (Ordinance #2030). There are three main reasons to pursue such an agreement:

1. The new wall will be superior to the existing one as it will be made of Versiloc blocks rather than railroad ties.
2. The existing wall is currently right on the property lines. The new wall will likely have to be placed further onto the two properties.
3. The City would not incur additional expenses if the wall were damaged by the property owners or other parties in the future.

Please let the team know how you would like to proceed.

Discussion – Public Works FY2023 Budget Update

When reviewing the FY2023 Capital Improvements budget for the Public Works department, Director Wagner found that funding for street repairs had inadvertently been removed. He has submitted a separate memo on the topic that has been included in the packet.

Discussion – Strategic Planning Session

Last month, I attended a training conference hosted by the Missouri Municipal League. One of the speakers was James Arndt, owner and operator of Arndt Municipal Support, Inc. Mr. Arndt’s firm consults with communities to *provide practical executive level support to local government leaders*. One of the services his company provides is hosting strategic planning sessions with local governments over the course of several meetings to develop a strategic plan. In recent months, Aldermen and Department Heads have expressed a desire to develop such a plan. I’ve attached a sample proposal from Mr. Arndt for the Village of Glen Carbon, IL to the packet as a primer for the discussion. Please take a look and come prepared to discuss whether this is something the Board would like Staff to pursue.



Elliot Brown
Acting City Administrator & City Clerk

**CITY OF SHREWSBURY
OPEN MEETING OF THE
BOARD OF ALDERMEN
February 14, 2023**

An open meeting of the Board of Aldermen of the City of Shrewsbury, Missouri was held at 6:00 p.m. on February 14, 2023 in the Aldermanic Chambers of City Hall and via Zoom teleconference for the transaction of such business that came before the Board.

Present:	Mayor	Mike Travaglini
	Alderman	Greg Lauter
	Alderman	Keith Peters
	Alderman	John Odenwald
	Alderperson	Elisa Reeves
	Alderman	Michael Schmelzle
	Alderperson	Bette Welch
Also Present:	Fire Chief	Chris Amenn
	Acting City Admin./City Clerk	Elliot Brown
	City Attorney	Michael Daming
	Director of Finance	Diana Madrid
	Police Chief	Lisa Vargas
	Public Works Superintendent	Tony Wagner

Swearing-In Ceremony

Acting City Admin./City Clerk Brown administered the oath of office for Police Officer Keith White.

Police Department Citizen Service Award

Chief Vargas presented resident Theresa Pfyl with a Citizen Service Award for assisting the Police Department in acquiring vehicle wheel locks for residents.

Roll Call

Mayor Travaglini called the meeting to order and Acting City Admin./City Clerk Brown commenced with the roll call. A quorum was present for the transaction of City business.

Approval of Minutes

Alderman Peters moved to approve the minutes of the January 24, 2023 Work Session as submitted; Alderman Lauter seconded. The motion carried by voice vote.

Hear Citizens #1: None

Ordinance – Bill 3074 Director of Finance Duties and Responsibilities Update

Mayor Travaglini introduced Bill 3074, which he sponsored, revising the duties and responsibilities of the Director of Finance. The Bill received first reading on January 10, 2023 **Alderman Odenwald moved for Second reading of Bill 3074 by title only; Alderperson Welch seconded.**

The motion carried by voice vote. Attorney Daming read Bill 3074 for the second time by title only.

Alderman Odenwald moved for final passage of Bill 3074; Alderperson Welch seconded. The following roll-call vote was recorded:

Alderman Lauter	-	Aye	Alderman Peters	-	Aye
Alderman Odenwald	-	Aye	Alderperson Reeves	-	Aye
Alderman Schmelzle	-	Aye	Alderperson Welch	-	Aye

Bill 3074 was passed and approved as Ordinance 3055:

AN ORDINANCE REVISING THE DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF FINANCE

Bill 3075 – Missouri Department of Public Grant Authorization

Mayor Travaglini introduced Bill 3075, sponsored by Alderman Lauter, authorizing the Mayor to execute a subaward agreement with the Missouri Department of Public Safety Criminal Justice/Law Enforcement Unit. The Grant will be used to reimburse the cost of installing emergency lights on the City’s detective vehicles. The Bill received first reading on January 10, 2023. **Alderman Peters moved for Second reading of Bill 3075 by title only; Alderman Lauter seconded. The motion carried by voice vote. Attorney Daming read Bill 3075 for the second time by title only.**

Alderman Peters moved for final passage of Bill 3075; Alderman Lauter seconded. The following roll-call vote was recorded:

Alderman Lauter	-	Aye	Alderman Peters	-	Aye
Alderman Odenwald	-	Aye	Alderperson Reeves	-	Nay
Alderman Schmelzle	-	Aye	Alderperson Welch	-	Aye

Bill 3075 was passed and approved as Ordinance 3056:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SUBAWARD AGREEMENT WITH THE MISSOURI DEPARTMENT OF PUBLIC SAFETY CRIMINAL JUSTICE/LAW ENFORCEMENT UNIT

Bill 3076 – Flock Group Service Agreement Authorization

Mayor Travaglini introduced Bill 3076, sponsored by Alderman Odenwald and Alderman Lauter, authorizing the Mayor to execute a service agreement with Flock Group, Inc. for the installation and maintenance of automatic license plate detection cameras around the city. **Alderman Odenwald moved for first reading of Bill 3076 by title only; Alderman Peters seconded. The motion carried by voice vote and Attorney Daming read Bill 3076 for the first time by title only.**

Bill 3077 – St. Louis County Rights-of-Way Agreement Authorization

Mayor Travaglini introduced Bill 3077, sponsored by Alderman Odenwald and Alderman Lauter, authorizing the Mayor to execute an agreement with St. Louis County to allow the City to install automatic license plate detection cameras within various County rights-of-way. **Alderman Odenwald moved for first reading of Bill 3077 by title only; Alderman Peters seconded. The motion carried by voice vote and Attorney Daming read Bill 3077 for the first time by title only.**

Municipal Judge Reappointment: Honorable A. Gentry Smith

Mayor Travaglini notified the Board that the current term of the City’s Municipal Judge had expired and a reappointment was required by the Codes. **Alderman Peters moved to reappoint the current Municipal Judge A. Gentry Smith to another two year term; Alderperson Welch seconded. The motion carried by voice vote.**

Department Head Reports

The Department Heads briefly provided citywide updates.

Old Business – None

New Business –

Alderperson Welch nominated Alderman John Odenwald as Shrewsbury’s Citizen of the Year in the Webster Groves-Shrewsbury-Rock Hill Area Chamber of Commerce’s annual Heart of the Community Awards for his various community volunteer initiatives and for his work with the St. Michael’s Athletic Association; Alderman Schmelzle seconded the nomination. The motion carried by voice vote.

Hear Citizens –

Karl Odenwald (7404 Nottingham Ave.) addressed the Board regarding concerns with the living conditions and code violations at the Weil Garden Apartment complex. He also informed the Board that he had been interviewed by KMOV and that they would be airing a story about the matter during the 10 o’clock news.

Adjournment

Alderman Lauter moved to adjourn the meeting; Alderman Schmelzle seconded. The motion carried by voice vote. The meeting adjourned.

Respectfully Submitted,

Elliot Brown
Acting City Administrator/City Clerk

SPONSORED BY: ALDERMAN ODENWALD

BILL NO. 3076

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SERVICES AGREEMENT WITH FLOCK GROUP, INC.

WHEREAS, the City of Shrewsbury Police Department has determined that the installation of remote cameras programmed to automatically recognize license plates and vehicle information in specified locations can provide actionable evidence and otherwise deter potential crimes; and

WHEREAS, the Board of Aldermen now desire and find it to be in the best interest of the City of Shrewsbury to authorize the execution of an agreement that will provide for the installation of said remote cameras.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHREWSBURY, MISSOURI AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized to execute a Services Agreement with Flock Group, Inc. for the installation and maintenance of an automatic license plate detection camera system and for related software and hardware services in substantially the form of Exhibit 1 attached hereto.

SECTION 2. The Shrewsbury Police Department is hereby directed to develop and issue an Acceptable Use Policy governing the use of the data generated by the remote cameras to be installed and maintained pursuant to the Service Agreement authorized herein in substantially the form of Exhibit 2 attached hereto.

SECTION 3. The City Clerk is hereby directed to advertise on the City's website the availability of an option for City residents to register on Flock Group, Inc.'s "safe list" and "opt-out" of data collection.

SECTION 4. The Shrewsbury Police Department is hereby directed to provide links to any resident requesting registration on Flock Group, Inc.'s "safe list."

SECTION 5. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen.

PASSED & APPROVED THIS _____ DAY OF FEBRUARY, 2023.

Mike Travaglini,
Mayor

ATTEST:

Elliot Brown,
Acting City Administrator/City Clerk

ORDINANCE NO. _____

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: MO - Shrewsbury PD	Contact Name: Todd Melugin
Legal Entity Name:	
Address: 4400 Shrewsbury Ave Saint Louis, Missouri 63119	Phone: (314) 647-5656 E-Mail: tmelugin@cityofshrewsbury.com
Expected Payment Method:	Billing Contact: (if different than above)
Initial Term: 12 months Renewal Term: 12 months	Billing Term: Annual payment due Net 30 per terms and conditions



Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	7.00	\$2,450.00
Professional Services - Advanced Implementation Fee	\$750.00	1.00	\$750.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	8.00	\$20,000.00

Subtotal Year 1:	\$23,200.00
Subscription Term:	12 Months
Annual Recurring Total:	\$20,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$23,200.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: MO - Shrewsbury PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “Agreement”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“Flock”) and the police department or government agency identified in the signature block of the Order Form (“Agency”) (each a “Party,” and together, the “Parties”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “Flock Service”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“Notifications”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“Permitted Purpose”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos,

comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available

on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “*Flock Safety Falcon™*” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “*Flock Safety Raven™*” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “*Flock Safety Sparrow™*” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “*Footage*” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “*Hotlist(s)*” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “*Implementation Fee(s)*” means the monetary fees associated with the Installation Services, as defined below.

1.20 “*Installation Services*” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “*Non-Agency End User(s)*” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “*Services*” or “*Flock Services*” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “*Support Services*” means Monitoring Services, as defined in Section 2.10 below.

1.24 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End

1.26 “*Wing Suite*” means the Flock interface which provides real-time access to the Flock Services, location

of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “*Wing Livestream*” means real-time video integration with third-party cameras via the Flock interface.

1.28 “*Wing LPR*” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “*Wing Replay*” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-

exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to

Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in

accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring

services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock, may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. If such upgrades negatively affect Agency's use of the Flock Service or otherwise violate any of the representations or provisions of this Agreement, Agency may terminate this Agreement within thirty (30) days, provided that Agency provides Flock with thirty (30) day opportunity to cure.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use

of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for

Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such

Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein.

Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “*Term*”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. For purposes of clarification, if Agency does not renew and the Agreement naturally terminates at the end of the Term, no removal fees will be assessed against Agency. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not

received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation

Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits commensurate to the State of Missouri Sovereign Immunity Limits, as annually determined by the Missouri Department of Insurance per RSMo §537.610. Flock will provide an annual Certificate of Insurance naming the City of Shrewsbury as additional insured, for the coverage period January 1 through December 31.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS

AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of

Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

4400 Shrewsbury Ave.
Shrewsbury, MO 63119
ATTN: Shrewsbury Police Department
Email: lvargas@cityofshrewsbury.com

AUTOMATED LICENSE PLATE READER

Purpose

The purpose of this policy is to provide guidelines for the Shrewsbury Police Department use of Automated License Plate Recognition (ALPR or LPR) system and ALPR data.

Policy

The Shrewsbury Police Department will contract with a third-party service provider for its Automated License Plate Recognition (ALPR or LPR) system. It is the policy of the Shrewsbury Police Department to use Automated License Plate Recognition legally and ethically for official and legitimate law enforcement purposes.

The use of ALPR systems and ALPR data is restricted to employees who are trained and authorized to use the system and ALPR data for authorized purposes only. Employees will follow the procedures for ALPR system use as set forth by the service provider and as outlined in this policy. Any misuse of the ALPR system or ALPR data by Creve Coeur employees is strictly prohibited and will result in disciplinary action.

Definitions

Automated License Plate Reader System (ALPRs): A system provided, installed, and maintained by a service provider. Components of the system include a camera that automatically captures data; software systems that interpret, catalog, store, and purge data; and an interface where authorized employees can access data.

ALPR Camera: A high-speed, computer-controlled camera that automatically captures ALPR data. ALPR cameras are in fixed locations, mobile, or attached to police cars. Cameras installed for the Shrewsbury Police Department will be in fixed locations.

ALPR Data: Information captured, cataloged, and stored by the service provider and accessed by an authorized employee through a software interface. This information can be collected by the ALPR system, derived from the ALPR interface, or provided by the System Provider. ALPR Data can include but is not limited to: reports of date, time, and locations; summary and usage reports, photos, vehicle characteristics, and license plate characteristics.

Alerts or Hits: For the purposes of this procedure, an automated notification is received through the ALPR interface when the ALPR system compares data to a Hot List or other parameters defined by an authorized employee.

Authorized Employee: An employee who is granted access to the ALPR interface.

Hot Lists: Lists or databases of license plates created by Criminal Justice Information Systems. The lists are automatically loaded into the ALPR system by the system provider. Data analyzed by ALPR's is cross-referenced against the lists to generate Alerts or hits.

Service Provider: The Department engages in a contract to provide ALPR services. An ALPR services provider who provides installation, maintenance, and digital storage of data.

System Manager: A member of the Shrewsbury Police Department who is responsible for the administration of the ALPR Program. The System Manager administers users and access to the ALPR system; coordinates the installation and maintenance of the system; ensures the ALPR system/cameras are functioning properly; and conducts audits as necessary to ensure compliance with the requirements of the law and this policy.



Guidelines for Use

- A. Prior to using the ALPR system, authorized employees will receive training on the ALPR system.
 - 1. Generally, this will occur during the field training process and will be completed by the Field Training Officer.
 - 2. Training will include an overview of the system, security of information, handling of ALPR data, familiarization with the ALPR interface, and a review of this policy.
 - 3. Periodically, the System Manager will coordinate familiarization and refresher sessions with the Service Provider to provide in-person training on the ALPR system.
- B. Police Department ALPR Cameras will be deployed at fixed locations determined to be in the best interest of the City.
- C. An ALPR system shall be used for official and legitimate law enforcement purposes. An ALPR system may be used in conjunction with any official Department operation, including criminal investigation or Department related civil or administrative actions.
- D. Reasonable suspicion or probable cause is not necessary before querying ALPR data.
- E. An alert/hit from the ALPR system by itself does not amount to probable cause for non-consensual detention. However, an alert/hit combined with other observations, reasonable suspicion, or probable cause can justify a contact. Absent other articulable factors, ALPR alerts/hits shall be verified through Criminal Justice Information Systems prior to any contact with a vehicle and/or occupants.
- F. On-duty officers assigned to a patrol function or special operation should monitor the ALPR interface for alerts/hits as part of their regular duties. Authorized employees are encouraged to use ALPR data in conjunction with their investigations. For instance, employees should query ALPR data when information is reported in criminal investigations such as partial license plates, vehicle characteristics, or location information.
 - 1. Officers have the ability to manually enter license plate information directly into the ALPR system through the interface to generate local alerts/hits if they have reasonable suspicion to believe the entered license plate is associated with a crime; and permission from the supervisor in charge.
 - 2. If a license is entered into REJIS/MULES/NCIC, it will automatically be monitored by the ALPR system and should not be entered to generate local alerts/hits.
 - 3. Once the entering officer is made aware the alert is no longer valid, they should immediately remove the alert from the ALPR system.
- G. It is recommended the supervisor in charge receive alerts/hits on department-issued cellular phones and email during working hours. Notification settings for ALPR alerts/hits may vary based on many relevant factors. Supervisors should use their best judgment to determine the level, extent, and threshold for ALPR alerts/hits they receive while on duty.
- H. When an ALPR alert/hit leads to an arrest or the creation of a police report, the reporting officer shall include the use of the ALPR in the narrative of the report.
- I. Any technical or maintenance issues concerning the ALPR or system shall be brought to the attention of the ALPR System Manager who will coordinate with the service provider to address the issue.

flock safety

CUSTOMER
IMPLEMENTATION
GUIDE

Law Enforcement



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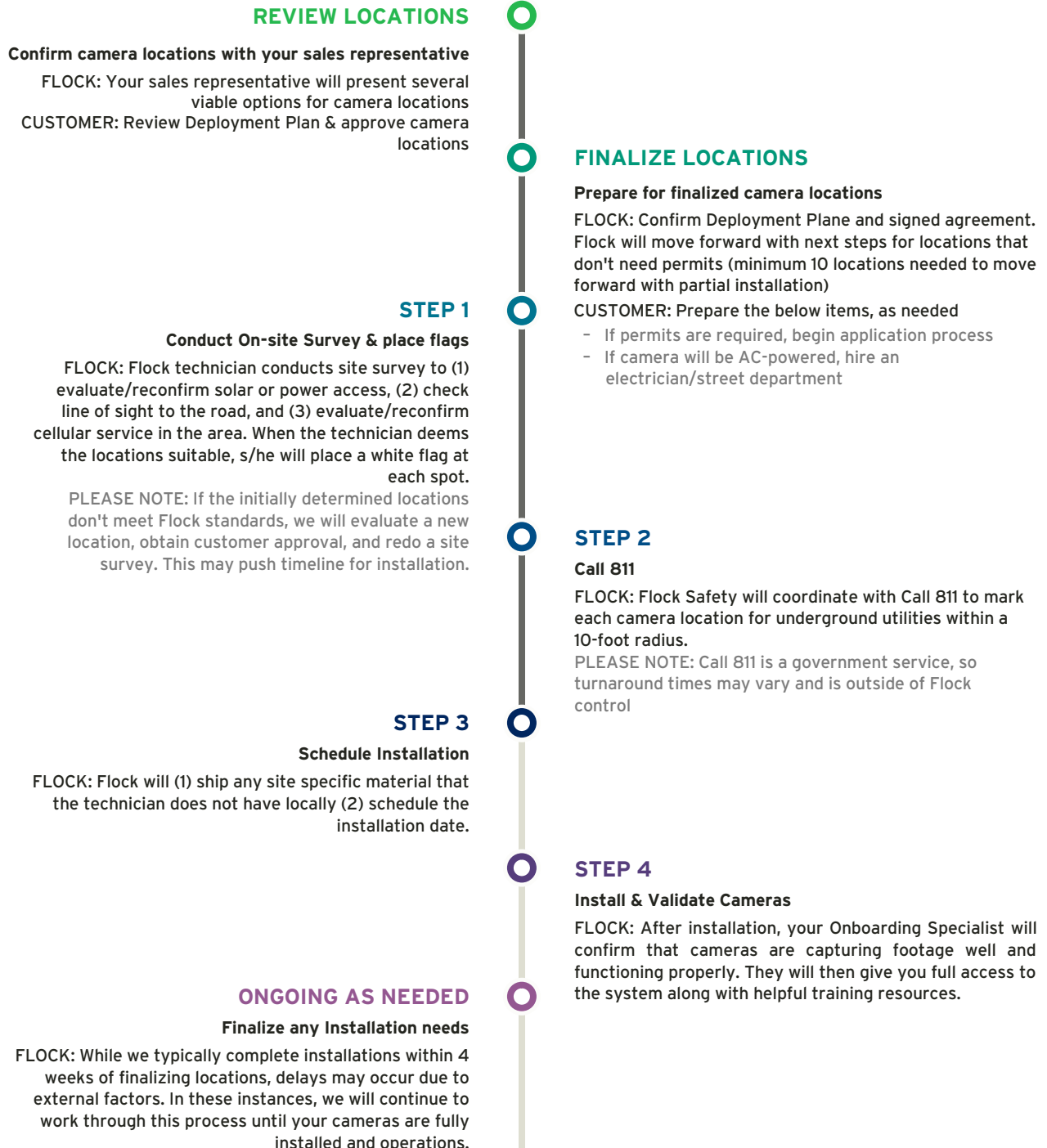
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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team



Implementation Team	How they will support you
 <p>Project Manager</p>	<p>Your Project Manager is your primary contact during camera installation.</p> <ul style="list-style-type: none"> Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
 <p>Field Operations Team</p>	<ul style="list-style-type: none"> The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock Safety. This includes a team of technicians, schedulers, and many others involved in ensuring the successful delivery of your product. They take the technical plan you finalized with your sales representative and work closely with other teams at Flock Safety to ensure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location. *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.
Relationship Team	How they will support you
 <p>Customer Success Manager</p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none"> Set up Account Training Understand benefits of features Learning best practices for getting relevant data Identifying opportunities to expand the security network in your area Provide feedback on your partnership with Flock

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation. For example, the Call 811 team checking before we dig is not affiliated with Flock Safety.



Flock Safety Support

The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:

- Request camera maintenance
- Troubleshoot online platform
- Contract / Billing questions
- Update account information
- Camera Sharing questions
- Quick “How to” questions in your Flock Account

Outside Party	When they may be involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation. For example, the Call 811 team checking before we dig is not affiliated with Flock Safety.

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation. For example, the Call 811 team checking before we dig is not affiliated with Flock Safety.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350/MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

Cost = \$0 per camera (one time cost)

INCLUDED IN SCOPE:

Once designated locations are approved by the customer, as part of the Existing Infrastructure Implementation Service Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole
 - Types of existing infrastructure such as existing utility, light, and traffic signal poles.
 - Pole no higher than 8'-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

OUT OF SCOPE:

By default, Flock does not include the following as part of the Existing Infrastructure Implementation Service but can provide a quote for sourcing at an additional cost:

- *Mounting on mast arms (always require bucket truck and traffic control)*
- Call 811 'Call-before-you-Dig' system
- Each installation may include the following:
 - Standard, 12' above grade Flock breakaway pole
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

Cost = \$350 per camera (one time cost)

INCLUDED IN SCOPE:

Once designated locations are approved by the customer, as part of the Standard Implementation Service Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets

- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical [wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

OUT OF SCOPE:

By default, Flock does not include the following as part of the Existing Infrastructure Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

Cost = \$1500 per camera (one time cost)

INCLUDED IN SCOPE:

Once Designated Locations are confirmed, as part of the Advanced Implementation Service, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable NCHRP 350 or MASH approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

OUT OF SCOPE:

By default, Flock does not include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Advanced Implementation

Cost = \$1500 per camera (one time cost)

INCLUDED IN SCOPE:

Once Designated Locations are confirmed, as part of the Advanced Implementation Service, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable NCHRP 350 or MASH approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

OUT OF SCOPE:

By default, Flock does not include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

04



Falcon Cameras

- **Use Cases**
 - Flock Safety License Plate Readers (LPRs) are designed to capture images of rear license plates, aimed in the direction of traffic.
 - Flock Safety LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, or intersections.
- **Placement**
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection, to prevent “stop and go” motion activation, or “stop and go” traffic.
- **Mounting**
 - They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.



Solar Panels

- Solar panels need unobstructed southern-facing views.



Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be \$750/camera.

Customer Responsibilities: AC-Powered Cams

05

If any of your Flock cameras need to be AC-powered, the customer is responsible* for providing an electrician and ensuring that they connect the camera to power.

*See steps 2 and 6 below.

flock safety™
Let's defeat crime together.™

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install
Power Kit

Work with Local
Electricians

Efficient Quote &
Installation Process



How to Get Started with a Powered Install

- 1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

Visit flocksafety.com/power-install for the complete plan, FAQs & to get started!

Electrician Handout

Electrician Installation Steps

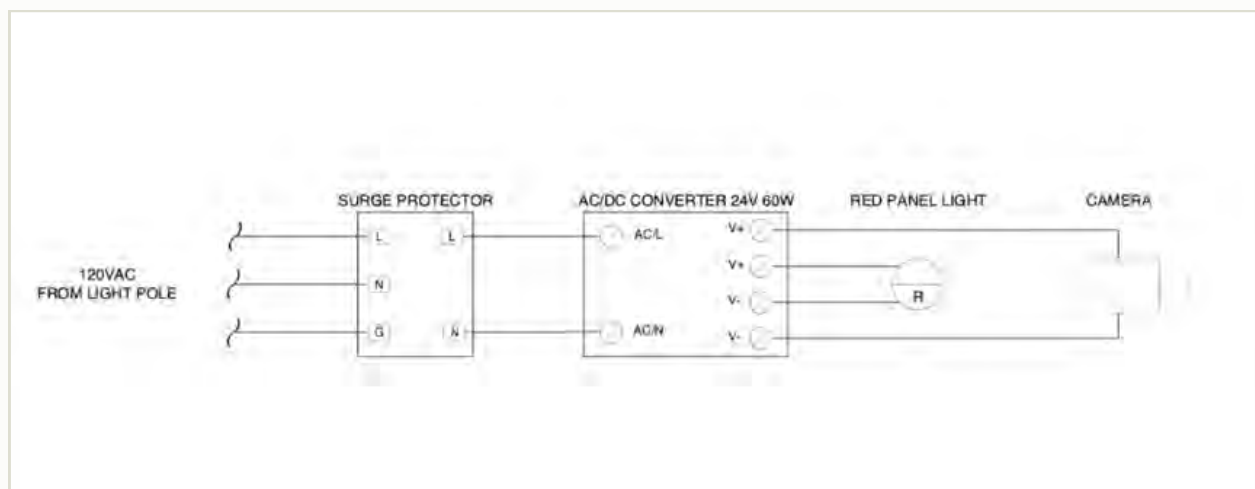
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit
2. Run Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the AC-Power Kit Details packet with the electrician if they have questions

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.



Installation Service Brief Summary

Below outlines the statement of work for your Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	exc. changes during initial installation
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	Including, but not limited to, *MASH poles or adapters
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	Only applicable for AC-powered cameras
	***Field Technician Maintenance for Falcon™ Flex	

*if a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can purchased discounted price of \$1500

Permitting: Pre-Install Questionnaire



1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can add 2+ months to the installation timeline. When Flock Safety customers manage the permitting processes, results tend to come more quickly
- Flock Safety can provide assistance during the permitting process (guidance on required paperwork, who to contact, etc.), but the timeline will be dependent on the customer completing the permitting process.

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: If height is greater than 15 feet tall, a bucket truck is required.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered [installation kit](#)?
- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- If a bucket truck is required, this typically necessitates a full lane to be blocked in the direction of travel. Can you provide a patrol car escort, or will full traffic control be required?
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- If full traffic control required (cones, arrow boards, etc.):
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices ([MUTCD](#)).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- If a bucket truck is not required, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*Fee Schedule

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After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

WHAT SERVICES INCUR FEES:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
 - <https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out-of-scope items for each implementation.

INCURRED FEES:

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Billing

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5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "Initial Term"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "Renewal Term," and together with the Initial Term, the "Service Term") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



Help Center

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Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.

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J. Misuse of the ALPR equipment and associated databases or data may result in disciplinary action.

Data Security and Access

- A. The ALPR service provider supplies an interface where users can access, search, and view data captured by ALPR systems for official use only. The System Manager determines who is an authorized employee based on their assigned duties. In general, all commissioned officers will be provided access to the ALPR system and other personnel as necessary.
- B. Data security and access will be maintained with the following safeguards:
 - 1. The ALPR System Provider will maintain data security and data access in compliance with our contractual agreement, appropriate industry standards, and applicable laws.
 - 2. The Department will control and restrict access to the ALPR system and its data to authorized employees who will be issued a unique username and password. The System Manager will ensure all authorized employees maintain their access and revoke access when appropriate. The Service Provider will ensure the ALPR system records any data access, who accessed the information, what information was accessed, and when.
 - 3. Authorized employees are permitted to access the data for legitimate law enforcement purposes only.
 - 4. ALPR data is shared with other law enforcement agencies through Criminal Justice Information Systems and the ALPR system. Before ALPR data is shared, a Memo of Understanding (MOU) will be signed with the agency that facilitates the shared data.

ALPR Data Collection and Retention

- A. The ALPR Service Provider offers software and hardware solutions for automatic license plate detection. The Service Provider creates images and records of vehicles and provides notifications about suspected vehicles to Shrewsbury Police Department users based on instructions of the end user (Shrewsbury Police Officers).
- B. All footage is stored no longer than 30 days by the Service Provider in compliance with the Service Provider's retention policy. Shrewsbury Police Department Officers and Investigators are responsible for downloading and archiving footage from the Service Provider cloud servers prior to the purge date if it is needed for evidentiary reasons.
- C. If the ALPR data becomes evidence in a criminal or civil action, or it is reasonable to believe the ALPR data will be subject to a lawful subpoena, the data should be retained and submitted into evidence in accordance with department evidence procedures.

This general order supersedes all prior directives and orders inconsistent therewith.

By Order of the:

Chief of Police

Distribution: All Personnel

SPONSORED BY: ALDERMAN ODENWALD

BILL NO. 3077

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI REGARDING THE PLACEMENT OF AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS WITHIN THE RIGHTS-OF-WAY MAINTAINED BY ST. LOUIS COUNTY WITHIN THE CITY OF SHREWSBURY, MISSOURI

WHEREAS, the City of Shrewsbury Police Department has determined that the installation of remote cameras programmed to automatically recognize license plates and vehicle information in specified locations can provide actionable evidence and otherwise deter potential crimes; and

WHEREAS, the Board of Aldermen has authorized the execution of an agreement with Flock Group, Inc. for the installation and maintenance of an automatic license plate detection camera system; and

WHEREAS, the City of Shrewsbury believes that the camera system can be more effective within the City if certain of the cameras are installed along rights-of-way maintained by St. Louis County; and

WHEREAS, St. Louis County is willing to grant the City permission to install, operate, and maintain the camera system within certain rights-of-way maintained by St. Louis County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHREWSBURY, MISSOURI AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized to execute an agreement with St. Louis County, Missouri to allow for the placement of license plate recognition cameras within rights-of-way maintained by St. Louis County in substantially the form of Exhibit 1 attached hereto.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen.

PASSED & APPROVED THIS ____ DAY OF FEBRUARY, 2023.

Mike Travaglini,
Mayor

ATTEST:

Elliot Brown,
Acting City Administrator/City Clerk

ORDINANCE NO. ____

**AGREEMENT
FOR THE INSTALLATION, OPERATION, AND MAINTENANCE
OF LICENSE PLATE RECOGNITION CAMERA WITHIN ST. LOUIS COUNTY
MAINTAINED RIGHTS OF WAY**

THIS AGREEMENT, is by and between St. Louis County (hereinafter "County") and the City of Shrewsbury (hereinafter "City") for the installation, operation, and maintenance of license plate recognition cameras within St. Louis County's maintained rights of way.

WITNESSETH:

WHEREAS, City has approached County requesting the installation of a license plate recognition camera within certain St. Louis County maintained rights of way, and

WHEREAS, County is willing to grant City permission to install, operate and maintain license plate recognition cameras within the St. Louis County maintained rights of way, and

WHEREAS, Section 1105.057 SLCRO authorizes the County Executive to execute this Agreement on behalf of County.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

1. County grants authority to City to install operate and maintain license plate recognition cameras at the following locations:
 1. West Bound Watson Road at MacKenzie
 2. East Bound Watson Road near Old Rothman
 3. North Bound Laclede Station Road at Chatwell
 4. West Bound Lansdowne at Murdoch Cutoff
 5. West Bound Weil at Nottingham Place
 6. East Bound Murdoch at Wilshusen
 7. South Bound Shrewsbury Road at Big Bend
 8. South Bound Shrewsbury Road at I-44
2. City shall not assign, transfer or delegate any interest in this Agreement without prior written consent of the County.
3. Changes in this Agreement, whether by modification or supplementation,



must be accomplished by a formal amendment fully executed and approved by duly authorized representatives of City and County.

4. This Agreement shall commence upon execution and shall be in effect until terminated as described below. Execution of this Agreement does not authorize the installation of any license plate recognition camera. A Special Use Permit must be obtained from St. Louis County's Department of Transportation and Public Works for such authorization.
 - a. County may terminate this Agreement at any time due to safety concerns or for a material breach of contractual obligations by providing City with a written notice of termination. Should the County exercise its right to terminate this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of termination sent to City.
 - b. County may terminate this Agreement, for any reason, by providing thirty (30) days prior written notice to City.
 - c. The County may terminate this Agreement immediately if City or its license plate recognition camera vendor fails to provide an acceptable level of cyber security as determined by County.
5. City shall prepare plans for the construction of each license plate recognition camera, support, and base for review and approval by County. Approval of said plans is at the sole discretion of County.
6. The acquisition of all easements and/or rights-of-way necessary for the installation, operation, and maintenance of license plate recognition camera equipment shall be the responsibility of City.
7. City shall be responsible for all costs associated with furnishing, installing and maintaining license plate recognition cameras, including all requirements mandated by County to accommodate the license plate recognition camera equipment, and the removal of each camera, if this Agreement is terminated as described in Paragraph 4.
8. City, its approved installer, or its license plate recognition camera vendor shall furnish, install, and maintain all license plate recognition cameras, supports, and bases. The installation, operation or maintenance of any such equipment shall not alter or affect the mobility of any mode of transportation on any sidewalk or roadway dedicated for public use.
9. All proposed license plate recognition camera installs shall meet the following criteria.
 - a. Support poles shall be free standing and be compliant with the

Manual for Accessing Safety Hardware (MASH).

- b. Cameras shall be solar powered with no hard-wired electrical power connection
 - c. Cameras shall transmit images of license plates only via a secure cellular or wireless connection
10. Any proposed license plate recognition cameras that do not meet the requirements set forth in paragraph 9 will require additional review and approvals before a revised Agreement can be provided to City.
11. This Agreement does not authorize the use of any other type of equipment and/or cameras to be installed, operated or maintained other than license plate recognition cameras. If any other equipment is desired by City to perform any function other than license plate recognition, their installation, operation and/or maintenance will have to be addressed in a separate Agreement and permit.
12. City, its approved installer, and/or its license plate recognition camera vendor shall be responsible for obtaining and paying for all applicable permits, including obtaining a Special Use Permit from St. Louis County's Department of Transportation and Public Works to authorize the installation of a license plate recognition camera. For any required permit, City shall be listed as the Permittee and shall pay all associated permit costs. A permit will be required for each location at which a license plate recognition camera is to be installed.
13. If at any time, as determined by County, any license plate recognition camera equipment needs to be relocated, the relocation of said equipment shall be the responsibility of City, at no cost to County.
14. If at any time, County should expend any funds in connection with the installation, maintenance, relocation or removal of said license plate recognition cameras, City shall reimburse County for the same.
15. City, its approved installer, and/or its license plate recognition camera vendor shall only conduct work approved by authorized County personnel and as outlined in a Special Use Permit.
16. City shall be responsible for all repairs and/or adjustments determined to be necessary due to vandalism, knockdowns and/or acts of God. A separate special use permit will be required for all repairs and/or adjustments determined to be necessary due to vandalism, knockdowns and/or acts of God.
17. Each January, City shall apply for a renewal of this Agreement. City will be responsible for all renewal fees imposed by County. If a request for renewal

is not received by March 1, County shall remove any cameras listed in paragraph 1 at the expense of City.

18. The renewal application shall contain:
 - a. The locations listed in paragraph 1 that are in place at the time of renewal and desired to remain in use for the following calendar year
 - b. Declaration of cyber security insurance carried by City and/or their license plate recognition camera vendor.
 - c. A current Certificate of Insurance evidencing general liability coverage (bodily injury and property damage) in the amounts specified as the limits of liability set by the State for public entities shall be provided to St. Louis County by any entity performing work (including maintenance) within County right-of-way. Such certificate shall include "St. Louis County" as an additional insured. Certificate shall provide for a thirty (30) day policy cancellation notice to St. Louis County. Upon request, County will provide the specific amounts for both per person and per occurrence limits. Certificates shall be provided so the policy renewal date coincides with the yearly renewal date of this agreement.
19. This Agreement shall be construed to be in accordance with the laws of the State of Missouri.
20. All the terms, covenants and conditions of this Agreement shall insure to the benefit of and be binding upon the successors and assigns of all of the parties hereto.
21. To the fullest extent permitted by law, City shall defend, indemnify, and hold County and its agents, officials and employees, harmless from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting in whole or in part from, any act or omission of the City or their contractors, subcontractors, agents or employees.

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

CITY OF SHREWSBURY, MISSOURI:

ST. LOUIS COUNTY, MISSOURI

Title _____

County Executive

Date _____

Date _____

ATTEST:

ATTEST:

City

Administrative Director

APPROVED AS TO LEGAL FORM:

APPROVED:

City Attorney

**Director, Department of
Transportation and Public Works**

APPROVED AS TO LEGAL FORM:

County Counselor

APPROVED:

Accounting Officer

Legal Review: _____

CE Review: _____

SPONSORED BY: ALDERPERSON WELCH

BILL NO. 3078

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF SHREWSBURY, MISSOURI, APPROPRIATING FROM THE REVENUE AND RESERVES OF THE CITY FUNDS THEREFORE AND PROVIDING FOR ADJUSTMENTS THEREOF.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHREWSBURY, MISSOURI, AS FOLLOWS:

SECTION 1. That the 2023 Budget of the City of Shrewsbury, Missouri, is hereby amended to account for an increase in the appropriated sum of \$8,993,518 by \$47,250 for a total expenditures of \$9,040,768, and an increase in anticipated revenue of \$9,078,445 by \$45,200 for total revenue of \$9,123,645, as fully set forth in Exhibits A and B (attached) reflecting the line-item adjustments from the revenue and reserves of the City of Shrewsbury, Missouri, for the purpose of accounting for the revenues and authorizing the expenditures set forth in said amended budget for the period beginning January 1, 2023 and ending December 31, 2023. The Mayor is authorized to expend the amounts set forth in the attached budget amendment.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen of the City of Shrewsbury, Missouri.

PASSED & APPROVED THIS _____ DAY OF FEBRUARY, 2023.

Mike Travaglini,
Mayor

ATTEST:

Elliot Brown,
Acting City Administrator/City Clerk

ORDINANCE NO. _____

City of Shrewsbury

EXHIBIT A

FY 2023 Budget Amendment v1.5.A1

Fund	Fund Balance, Revenue, and Expenditures	FY 2023 Adopted Budget v1.5 by Ord. #3053 on 12/20/2022	FY 2023 Budget Amendment v1.5.A1 2/28/2023	FY 2023 Amended Budget v1.5.A1 2/28/2023
General	Beginning Fund Balance 1/1/2023	\$ 1,481,780	\$ -	\$ 1,481,780
	Revenue	6,918,927	-	6,918,927
	Expenditures	6,624,943	(22,086)	6,602,857
	Ending Fund Balance 12/31/2023	\$ 1,775,764	\$ 22,086	\$ 1,797,850
Capital Improvements	Beginning Fund Balance 1/1/2023	\$ 440,204	\$ -	\$ 440,204
	Revenue	792,721	-	792,721
	Expenditures	1,088,930	9,764	1,098,694
	Ending Fund Balance 12/31/2023	\$ 143,995	\$ (9,764)	\$ 134,231
Park and Stormwater	Beginning Fund Balance 1/1/2023	\$ 54,282	\$ -	\$ 54,282
	Revenue	1,366,797	2,200	1,368,997
	Expenditures	1,279,645	360	1,280,005
	Ending Fund Balance 12/31/2023	\$ 141,434	\$ 1,840	\$ 143,274
Sewer Lateral	Beginning Fund Balance 1/1/2023	\$ -	\$ -	\$ 152,674
	Revenue	-	43,000	43,000
	Expenditures	-	59,212	59,212
	Ending Fund Balance 12/31/2023	\$ -	\$ (16,212)	\$ 136,462
Capital Replacement	Beginning Fund Balance 1/1/2023	\$ 54,561	\$ -	\$ 54,561
	Revenue	-	-	-
	Expenditures	-	-	-
	Ending Fund Balance 12/31/2023	\$ 54,561	\$ -	\$ 54,561
Consolidated	Beginning Fund Balance 1/1/2023	\$ 2,030,827	\$ -	\$ 2,030,827
	Addition of SLF Fund Balance 1/1/23	-	-	152,674
	Adj. Beginning Fund Balance 1/1/23	\$ 2,030,827	\$ -	\$ 2,183,501
	Revenue	9,078,445	45,200	9,123,645
	Expenditures	8,993,518	47,250	9,040,768
	Ending Fund Balance 12/31/2023	\$ 2,115,754	\$ (2,050)	\$ 2,266,378

EXHIBIT B

FY 2023 Budget Amendment v1.5.A1

Account Number	Account Name	Department	Amendment	Description
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GENERAL FUND REVENUE

10-101-46108	Charges for Service: Lakeshire & Grantwood Village	Public Safety	\$ (1,200)	Reclassification to Fines and Court Costs. Decrease to revenue.
10-101-46108	Charges for Service: Lakeshire & Grantwood Village	Fines & Court Costs	1,200	Reclassification from Public Safety Charges for Service. Increase to revenue.
Change to General Fund Revenue			\$ -	No effect to Fund Balance

GENERAL FUND EXPENSES

10-110-5xxxx	Personnel Expenses	Public Works	\$ (22,086)	Corrects allocation to CIF, PSF, and SLF. Decrease to personnel expenses.
10-140-5xxxx	Administration Expenses	Administration	(317,922)	Reclassification due to the creation of a Finance Department budget.
10-145-51010	Salaries & Wages-Full-time	Finance	200,556	Creation of Finance Department budget.
10-145-52210	FICA/Medicare	Finance	15,343	Creation of Finance Department budget.
10-145-52230	Health Insurance	Finance	26,341	Creation of Finance Department budget.
10-145-52231	Life & Long Term Disability Ins	Finance	730	Creation of Finance Department budget.
10-145-52250	LAGERS Pension	Finance	16,045	Creation of Finance Department budget.
10-145-53380	Workers' Comp Insurance	Finance	620	Creation of Finance Department budget.
10-145-58570	Annual Audit	Finance	25,000	Creation of Finance Department budget.
10-145-58580	Contracted Accountant	Finance	-	To be revised after Finance Clerk is hired.
10-145-53390	457 Plan Administrative Fees	Finance	3,000	Creation of Finance Department budget.
10-145-54050	Printing	Finance	1,250	Creation of Finance Department budget.
10-145-54010	Landline Telephones	Finance	2,728	Creation of Finance Department budget.
10-145-54020	Cellular Phones	Finance	1,320	Creation of Finance Department budget.
10-145-58225	Technology Maint & Support	Finance	12,329	Creation of Finance Department budget.
10-145-52290	Mileage Reimbursement	Finance	250	Creation of Finance Department budget.
10-145-54030	Dues & Subscriptions	Finance	750	Creation of Finance Department budget.
10-145-58001	Education & Training	Finance	300	Creation of Finance Department budget.
10-145-58002	Conferences / Meetings	Finance	1,075	Creation of Finance Department budget.
10-145-54670	Postage	Finance	1,960	Creation of Finance Department budget.
10-145-54810	Office Supplies	Finance	1,625	Creation of Finance Department budget.
10-145-58310	Minor Equipment	Finance	250	Creation of Finance Department budget.
10-145-59500	Bank Fees	Finance	6,400	Creation of Finance Department budget.
10-145-54170	Miscellaneous	Finance	50	Creation of Finance Department budget.
Change to General Fund Expenses			\$ (22,086)	Net effect is an increase to Fund Balance

EXHIBIT B

FY 2023 Budget Amendment v1.5.A1

Account Number	Account Name	Department	Amendment	Description
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CAPITAL IMPROVEMENTS FUND EXPENSES

20-110-5xxx	Personnel Expenses	Public Works	\$ 9,764	Corrects allocation from the GF to CIF. Increase to personnel expenses.
Change to Capital Improvements Fund Expenses			\$ 9,764	Net effect is a decrease to Fund Balance

PARK AND STORMWATER FUND REVENUE

10-101-47200	Silver Super Recreation Passes	Parks	\$ 2,200	Corrects Excel formula error. Increase to revenue.
Change to Capital Improvements Fund Expenses			\$ 2,200	Net effect is an increase to Fund Balance

PARK AND STORMWATER FUND EXPENSES

10-185-5xxx	Personnel Expenses	Public Works	\$ 360	Corrects allocation from the GF to PSF. Increase to personnel expenses.
Change to Capital Improvements Fund Expenses			\$ 360	Net effect is a decrease to Fund Balance

SEWER LATERAL FUND

70-101-41111	Sewer Lateral Tax	SLF	\$ 42,000	Creation of Property Taxes budget.
70-101-45700	Investment Income	SLF	1,000	Creation of Other Revenue budget.
70-110-5xxx	Personnel Expenses	SLF	11,962	Creation of personnel expenses for the Administration of the fund. An allocation of 2% of Public Works Superintendent's personnel expenses is charged to the SLF.
70-190-56150	Sewer Lateral Repairs	SLF	47,250	Creation of Sewer Lateral Repair expenses.
Change to Sewer Lateral Fund			\$ (16,212)	Net effect is an increase to Fund Balance

CONSOLIDATED

Total Revenue Amendments	\$ 45,200	Net increase to revenue
Total Expense Amendments	47,250	Net increase to expenses
FY 2023 Budget Amendment v1.5.A1	\$ (2,050)	Net decrease to Fund Balance

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>		
Municipality: Shrewsbury Municipal Court		Reporting Period: 01/01/2022 - 12/31/2022		
Mailing Address: 4400 Shrewsbury Ave		Software Vendor: REJIS		
Physical Address: 4400 Shrewsbury Ave		County: St. Louis County Circuit: 21st Judicial Circuit		
Telephone Number: (314) 647-8634		Fax Number: (314) 647-0019		
Prepared by: Danielle T. Brown		E-mail Address: dbrown@cityofshrewsbury.com iNotes []		
Municipal Judge(s): A. Gentry Smith		Prosecuting Attorney: John A. Bouhasin		
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (Citations/Informations) Pending at start of month		4	1,101	204
B. Cases (Citations/Informations) Filed		0	0	0
C. Cases (Citations/Informations) Disposed				
1. Jury Trial (Springfield, Jefferson, and St. Louis County only)		0	0	0
2. Court/Bench Trial - GUILTY		0	0	0
3. Court/Bench Trial - NOT GUILTY		0	0	0
4. Plea of GUILTY in Court		0	1	0
5. Violations Bureau Citations (i.e., written plea of guilty) and Bond Forfeitures by Court Order (as payment of fines/costs)		0	0	0
6. Dismissed by Court		0	930	64
7. Nolle Prosequi		1	8	6
8. Certified for Jury Trial (not heard in Municipal Div.)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	939	70
D. Cases (Citations/Informations) pending at end of month [pending caseload = (A + B) - C9]		3	162	134
E. Trial De Novo and/or Appeal Applications Filed		0	0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS		
1. # Issued during Reporting Period	0	# Issued During Period		
2. # Served/Withdrawn during Reporting Period	1,792	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at End of Reporting Period	0			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Court Information	Municipality: Shrewsbury Municipal Court	Reporting Period: 01/01/2022 - 12/31/2022
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements Cont.	
Fines - Excess Revenue	\$0.00		
Clerk Fee - Excess Revenue	\$0.00		
Crime Victims Compensation (CVC) Fund Surcharge - Paid to City/Excess Revenue	\$0.00		
Bond Forfeitures (paid to city) - Excess Revenue	\$0.00		
Total Excess Revenue	\$0.00		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$2.50		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission Surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund Surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund Surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund Surcharge	\$0.00		
Domestic Violence Shelter Surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund Surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) Surcharge	\$0.00		
Restitution	\$0.00		
Parking Ticket Revenue (including penalties)	\$0.00		
Bond Forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$2.50	Total Other Disbursements	\$0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$2.50
		Bond Refunds	\$100.00
		Total Disbursements	\$102.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: SHREWSBURY	Reporting Period: Jan 1, 2022 - Dec 30, 2022	
Mailing Address: 4400 SHREWSBURY AVE, SAINT LOUIS, MO 63119				
Physical Address: 4400 SHREWSBURY AVE, SAINT LOUIS, MO 63119			County: St. Louis County	Circuit: 21
Telephone Number: (314)6478634 EXT: 5		Fax Number:		
Prepared by: MIKE PAULEY		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		16	3,680	894
B. Cases (citations/informations) filed		9	1,747	271
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	13
3. court/bench trial - NOT GUILTY		0	7	0
4. plea of GUILTY in court		11	454	185
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		2	801	27
6. dismissed by court		0	193	23
7. <i>nolle prosequi</i>		1	153	21
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		14	1,609	269
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		11	3,818	896
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	3,244	1. # Issued during period	6	
2. # Served/withdrawn during reporting period	829	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	4,299			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: SHREWSBURY	Reporting Period: Jan 1, 2022 - Dec 30, 2022
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$67,931.30	Bad Check Fee	\$25.00
Clerk Fee - Excess Revenue	\$11,113.73	Court Automation	\$8,054.34
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$347.85	Law Enf Arrest Costs-E/R	\$1,449.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Overpayments Detail Code	\$478.00
Total Excess Revenue	\$79,392.88	Total Other Disbursements	\$10,006.84
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$171,696.35
Fines - Other	\$47,077.55	Bond Refunds	\$1,927.00
Clerk Fee - Other	\$2,861.66	Total Disbursements	\$173,623.35
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$1,163.64		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$8,296.58		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$82.70		
Law Enforcement Training (LET) Fund surcharge	\$2,338.00		
Domestic Violence Shelter surcharge	\$2,338.00		
Inmate Prisoner Detainee Security Fund surcharge	\$2,338.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$15,800.00		
Total Other Revenue	\$82,296.63		

Shrewsbury Municipal Court Report

February 1, 2023

Dates of Court:	January 10, 2023	January 17, 2023
Next Court Date:	February 14, 2023	February 21, 2023

Clerk Fee - Municipal		\$ 348.00
CVC Surcharge Muni		\$ 10.36
LET - Muni		\$ 146.00
Fine - Muni Ordin Other		\$ 6,552.00
Inmate Pris Detainee Security		\$ 147.50
Clerk Fee - E/R		\$ 562.26
CVC Surcharge - E/R		\$ 17.70
Law Enf. Arrest		
Bad Check Fees		\$ -
Fines - E/R		\$ 3,460.70
Bond Forfeiture		
COURT CHECK TO CITY TREASURER	Check #1397	<u>\$ 11,244.52</u>

Previous Total		
YEAR TO DATE TOTAL		<u>\$ 11,244.52</u>

COURT CHECKING ACCOUNT

BEGINNING BALANCE		\$ -
SUMMARY OF ACTIVITY		\$ -
Interest Earned		<u>\$ -</u>
ENDING CHECKING ACCOUNT BALANCE		\$ -

CRIME VICTIMS' FUND:

Total Paid thru	February 1, 2023		
Payments Made in the Month of	January	Check #1399	\$ 540.86
YEAR TO DATE TOTAL PAID			<u>\$ 540.86</u>

PEACE OFFICER'S STANDARDS AND TRAINING FUND (POST)

Total Paid thru	February 1, 2023		
Payment Made in the Month of	January	Check #1400	\$ 75.85
YEAR TO DATE TOTAL PAID			<u>\$ 75.85</u>

SHOW ME COURTS AUTOMATION FEE

Total Paid thru	February 1, 2023		
Payments Made in the Month of	January	Check #1398	\$ 523.97
YEAR TO DATE TOTAL PAID			<u>\$ 523.97</u>

WEINMAN SHELTER FUND

Total Paid thru	02/01/2023		
Payments Made in the Month of	January	Check #1401	\$ 148.50
YEAR TO DATE TOTAL PAID			<u>\$ 148.50</u>

PETTY CASH(Change Fund)

Balance of change fund as of	February 1, 2023		\$ 100.00
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Submitted By: Michael A. Pauley, Court Administrator

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Municipality: SHREWSBURY	Reporting Period: Jan 1, 2023 - Jan 31, 2023	
Mailing Address: 4400 SHREWSBURY AVE, SAINT LOUIS, MO 63119				
Physical Address: 4400 SHREWSBURY AVE, SAINT LOUIS, MO 63119			County: St. Louis County	Circuit: 21
Telephone Number: (314)6478634 EXT: 5		Fax Number:		
Prepared by: MIKE PAULEY		E-mail Address:		
Municipal Judge: GENTRY				
II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		11	3,838	901
B. Cases (citations/informations) filed		1	119	33
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	3	0
4. plea of GUILTY in court		1	18	8
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	51	2
6. dismissed by court		0	10	0
7. <i>nolle prosequi</i>		0	8	1
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	90	11
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		11	3,867	923
E. Trial de Novo and/or appeal applications filed		0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS		
1. # Issued during reporting period	91	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	54	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	4,334			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: SHREWSBURY	Reporting Period: Jan 1, 2023 - Jan 31, 2023
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$5,585.50	Court Automation	\$665.00
Clerk Fee - Excess Revenue	\$780.00	Total Other Disbursements	\$665.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$24.05	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$15,169.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$6,389.55	Total Disbursements	\$15,169.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$6,394.00		
Clerk Fee - Other	\$371.50		
Judicial Education Fund (JEF)	\$0.00		
<input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission surcharge	\$95.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$677.35		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$11.10		
Law Enforcement Training (LET) Fund surcharge	\$190.00		
Domestic Violence Shelter surcharge	\$187.50		
Inmate Prisoner Detainee Security Fund surcharge	\$188.50		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$8,114.95		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>		
Municipality: Shrewsbury Municipal Court		Reporting Period: 01/01/2023 - 02/28/2023		
Mailing Address: 4400 Shrewsbury Ave		Software Vendor: REJIS		
Physical Address: 4400 Shrewsbury Ave		County: St. Louis County Circuit: 21st Judicial Circuit		
Telephone Number: (314) 647-8634		Fax Number: (314) 647-0019		
Prepared by: Danielle T. Brown		E-mail Address: dbrown@cityofshrewsbury.com iNotes []		
Municipal Judge(s): A. Gentry Smith		Prosecuting Attorney: John A. Bouhasin		
II. MONTHLY CASELOAD INFORMATION		Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (Citations/Informations) Pending at start of month		0	2	1
B. Cases (Citations/Informations) Filed		0	0	0
C. Cases (Citations/Informations) Disposed				
1. Jury Trial (Springfield, Jefferson, and St. Louis County only)		0	0	0
2. Court/Bench Trial - GUILTY		0	0	0
3. Court/Bench Trial - NOT GUILTY		0	0	0
4. Plea of GUILTY in Court		0	0	0
5. Violations Bureau Citations (i.e., written plea of guilty) and Bond Forfeitures by Court Order (as payment of fines/costs)		0	0	0
6. Dismissed by Court		0	0	0
7. Nolle Prosequi		0	0	0
8. Certified for Jury Trial (not heard in Municipal Div.)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	0	0
D. Cases (Citations/Informations) pending at end of month [pending caseload = (A + B) - C9]		0	2	1
E. Trial De Novo and/or Appeal Applications Filed		0	0	0
III. WARRANT INFORMATION (Pre and Post Disposition)		IV. PARKING TICKETS		
1. # Issued during Reporting Period	0	# Issued During Period		
2. # Served/Withdrawn during Reporting Period	0	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at End of Reporting Period	0			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Court Information	Municipality: Shrewsbury Municipal Court	Reporting Period: 01/01/2023 - 02/28/2023
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements Cont.	
Fines - Excess Revenue	\$0.00		
Clerk Fee - Excess Revenue	\$0.00		
Crime Victims Compensation (CVC) Fund Surcharge - Paid to City/Excess Revenue	\$0.00		
Bond Forfeitures (paid to city) - Excess Revenue	\$0.00		
Total Excess Revenue	\$0.00		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF			
Peace Officer Standards and Training (POST) Commission Surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund Surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund Surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund Surcharge	\$0.00		
Domestic Violence Shelter Surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund Surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) Surcharge	\$0.00		
Restitution	\$0.00		
Parking Ticket Revenue (including penalties)	\$0.00		
Bond Forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00	Total Other Disbursements	\$0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
		Bond Refunds	\$0.00
		Total Disbursements	\$0.00



CITY OF SHREWSBURY

OFFICE OF THE ACTING CITY ADMINISTRATOR/CITY CLERK

TO: BOARD OF ALDERMEN, MAYOR TRAVAGLINI, DEPARTMENT HEADS
FROM: ELLIOT BROWN
SUBJECT: RFP RESULTS – ORGANIZATIONAL ASSESSMENT & SALARY SURVEY
DATE: FEBRUARY 23, 2023

RFP Results – Organizational Assessment & Salary Survey

Introduction: The FY 2023 Budget includes \$50,000 for a municipal consulting firm to conduct a citywide organizational assessment and salary survey. The Board of Aldermen approved the final draft of the Request for Proposals from qualified vendors at the January 24, 2023 Work Session. The RFP was posted on the city website and emailed to 5 previously identified potential vendors and three regional municipal organizations for distribution in their weekly newsletters on Friday, January 30, 2023. The following companies responded before the deadline of 5:00pm on Friday, February 17, 2023: Matrix Consulting Group, Bolton USA, and GovHR USA.

Bid Tabulation: The sealed bids were opened at the Department Head meeting on Tuesday, February 21, 2023 at 8:30am. Results are tabulated below:

Vendor Name	Organizational Assessment Bid	Salary Survey Bid	Total
Matrix Consulting Group, Ltd.	\$32,100	\$17,400	\$49,500 fixed
GovHR USA	\$12,750	\$6,300	\$19,050 (not to exceed \$21,550)
Bolton (WITHDRAWN)	n/a	n/a	\$17,400

Key Aspects of Each Proposal:

Matrix - Headquartered in California with an office in St. Louis. Matrix' only business focus is the provision of organization, staffing and management analytical services to the public sector. They have previously done work for the other Missouri communities of Raymore, Clayton, Des Peres, O'Fallon. If selected by the City, Matrix will work with Bolton on the classification/compensation aspect of the project.

Phased approach resulting in 1.) a final organizational structure and staffing assessment report with implementation plan outlining priority, timing, and costs of each recommended action; and 2.) a final classification and compensation report and associated policies with approaches to implementation. Timeline: 12-14 weeks.

I spoke with Theresa Smalling, Dir. of HR with the City of Dunedin, FL about their experience with Matrix and Bolton. She first stated unequivocally that Alan Pennington, VP at Matrix, was a pleasure to work with and that he really understands the business. She described the process as great from beginning to end. Matrix was especially good at working with department heads to frame the specific needs of each department. She stated that there were some delays associated with external factors, but that the resulting recommendations were “spot-on” and are being implemented.

GovHR USA - Headquartered in Illinois. GovHR is a public sector management consulting firm specializing in executive recruitment and management consulting. The firm emphasizes the “process consultation” approach to their projects focusing on open communication with City management and staff throughout the process. They have previously done work for communities in other states, but none identified in Missouri. No additional subcontractors were identified in the proposal.

The organizational assessment report will include recommendations for organizational chart and staffing changes that may benefit the City as well as cost estimates for implementation. The salary survey report will consist of a benchmark analysis of 25-30 classifications and a comparative analysis with other St. Louis County SMA municipalities of similar size and structure. GovHR will also provide an implementation plan and cost estimates and present their findings to the Board
Timeline: 16 weeks.

I spoke with Matt Schuenke, Village Administrator for the Village of McFarland, WI about their experience with the vendor. He stated they were very responsive to all City requests and knowledgeable about all aspects of the field. At the time, the Village was in an area where they needed to be more aggressive with their compensation and benefits offerings. The final report was mostly accepted by the Village officials and the recommendations were seamlessly progressed into budgets over time. Implemented everything.

Bolton - This proposal was mistakenly sent and has subsequently been withdrawn.

Staff Assessment: Both proposals are substantially similar in their description of the services and deliverables provided. There are several important differences to consider:

Specialization - The collaboration of Matrix and Bolton brings two firms that each specialize in the two aspects of the project. Matrix focuses on organization, staffing and management analytical services. Bolton focuses on compensation and employee benefits. GovHR USA’s main area of expertise is on executive recruitment and management consulting. The three consultants that would be assigned to the project have extensive experience with organizational assessments and classification and compensation studies for municipalities across the county.

Previous Local Work - The Matrix/Bolton proposal includes multiple references to previous work in the St. Louis area. Matrix’ last organization-wide report was done in 2010 for the City of

Raymore, MO. They have done several department focused assessments for the nearby communities of Des Peres, Clayton, and O'Fallon. No Missouri entities were listed for Bolton. No Missouri entities were listed in the GovHR proposal.

Timetable - The timeline for the Matrix/Bolton proposal estimates 12-14 weeks with a 2 week notice and the GovHR proposal estimates 16 weeks. Either could be delayed by extenuating circumstances. With the Board's goal of implementing organizational restructuring recommendations and a new compensation schedule by July, the vendors will be asked to finish by early June to allow plenty of time for the Board to deliberate on the recommendations and for Staff to implement.

Cost - The total cost of GovHR's proposal is less than half that of Matrix, but both are within the Board's \$50,000 budget for the project.

Please review the proposals before our February 28th Work Session and come prepared to discuss and decide on whether to proceed with one or neither. If a proposal is accepted, Staff will begin contract negotiations with the intention of having an authorization ordinance ready for Board authorization at our March 14th regular meeting.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Elliot Brown', written over a horizontal line.

Elliot Brown,
Acting City Administrator & City Clerk



**REQUEST FOR PROPOSALS:
ORGANIZATIONAL\OPERATIONAL ASSESSMENT & SALARY SURVEY
CITY OF SHREWSBURY, MISSOURI**

The City of Shrewsbury, Missouri (“City”) is accepting proposals from qualified professional organizational management consultant firms or individuals for an assessment of its organizational structure, staffing levels and staffing distribution (legal, procedural, and operational), and for a salary survey.

Hard-copy responses to this RFP must be received by 5pm, Friday February 17th addressed to:

City of Shrewsbury
c/o Elliot Brown
5200 Shrewsbury Ave.
Shrewsbury, MO 63119

Contact Elliot Brown, Acting City Administrator, at ebrown@cityofshrewsbury.com or 314-647-5795 between 8:30AM and 5PM Monday through Friday with any questions.

Section 1: Proposals shall include the following:

1. Experience of the firm or individual in performing similar assessments, preferably for similarly sized local governments, with citations of specific projects, names of clients (or a general description if confidential), and time frames in which the project(s) was pursued. Please also include any general governmental efficiency/structure analysis projects.
2. Resumes of the professional staff or subcontractors that would perform the work, including relevant qualifications, degree of understanding of governmental agencies generally, including efficiency and salary studies, and past experience in that arena. Proposals must disclose any subcontractors that may be utilized and for what purpose.
3. Three (3) references from local governments for which the firm or individual performed similar work to include names, titles, email addresses, and telephone numbers. Provide sample reports if available.
4. A description of any pending legal issues facing the company/individual
5. Any relevant contractual requirements.

There is no guarantee that Shrewsbury officials will utilize the services of any consulting firm or individual responding to this Request for Proposals (RFP).



Section 2: Background and Overview

The City of Shrewsbury is an attractive suburban residential community with an economic base represented by a mixture of commercial enterprises, small and large retail businesses, and several industrial enterprises. Centrally located in St. Louis County, Missouri, Shrewsbury's development history follows much the same timeline and history as its neighboring inner-ring suburban communities. With 60 Full-Time employees and a projected 2023 budget of \$9mil, Shrewsbury's population is approximately 6,406 residents, 3,100 households, and 120 businesses.

Purpose: The Shrewsbury staff provides most traditional municipal services in-house, including full-service Police and Fire departments, Public Works, Parks and Recreation, Building and Housing, Municipal Court, and General Government. The City's Mayor and Board of Aldermen would like a consultant to:

1. Review the organization's structure, position responsibilities and staffing levels and provide recommendations on an optimal municipal model that potentially streamlines and realigns responsibilities of departments to reduce expenses while providing measurably similar or improved levels of service; and
2. Conduct an independent salary survey based on job descriptions and responsibilities utilizing most recent Standard Metropolitan Statistical Area (SMSA) data available.

Section 3: Time Schedule/Review Process

Shrewsbury officials intend to follow this process to determine which vendor's qualifications and experience and fees appear to meet the City's needs.

1. If interested in participating in the selection process, vendors will submit a sealed proposal by 5pm, Friday February 17th.
2. Shrewsbury officials and staff will review the submitted proposals and determine the vendor with which they will attempt to negotiate a professional services agreement. This review may include conference calls to solicit additional information for the decision-making process.
3. Staff will negotiate a proposed contract which will need to be reviewed and approved by the Board of Aldermen; or negotiate with the next most qualified respondent; or cancel the request, at which time it may decide to restart the process.

This request for proposals is not an offer to contract. The City reserves the right to accept or reject any component of submitted proposals or to accept no firm. The successful firm(s) will be required to meet standard City insurance requirements. All data and documents utilized to generate the final summary report will be provided in electronic format upon request. Those firms who were not selected will be notified once an agreement is reached with the selected firm(s).

**Proposal to Conduct an Organizational
Development, Succession Planning and Wage
and Benefit Study**

SHREWSBURY, MISSOURI

February 17, 2023

matrix 
consulting group

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February 14, 2023

Elliot Brown, Acting City Administrator
City of Shrewsbury
5200 Shrewsbury Avenue
Shrewsbury, MO 63119

Dear Mr. Brown:

The Matrix Consulting Group is pleased to submit our proposal to conduct an Organizational / Operational Assessment and Salary Survey for the City of Shrewsbury, Missouri. Our proposal is based upon our review of the RFP, our research on the community, and our extensive experience conducting similar engagements.

The Matrix Consultant Group is an industry leader in public sector management consulting since 2002. We have worked with hundreds of public sector entities across the country conducting organizational assessments, staffing level analysis and organizational development activities. The Matrix Consulting has partnered with Bolton on this engagement. Bolton is an industry leading classification, compensation, and benefits firm.

We believe the following points outline key aspects of our background and experience relevant to this engagement:

- Matrix Consulting has worked with over 1,500 public sector clients across the country including over 100 organization-wide studies evaluating organizational structure, spans of control, operational practices, and staffing requirements.
- We have proposed a highly experienced project team consisting of technical experts in their assigned functional areas. The partnership between Matrix Consulting Group, Ltd. and Bolton provide a best-in-class consultant team to conduct this engagement for the City of Shrewsbury.
- We are proposing to conduct this engagement over a fourteen-week project schedule to conduct the scope of work outlined in our proposal.

Our firm's unique approach to providing local government consulting services is characterized by the following:

1650 S. Amphlett Blvd., Suite 213 • San Mateo, CA 94402 • 650.858.0507
SF Bay Area (Headquarters), Charlotte, Dallas, Fort Myers, Irvine, Portland, St. Louis

- Thorough research, detailed analysis, and frequent interaction with our clients.
- Extensive interviews with staff and internal and external stakeholders.
- Intensive fact-based analysis of each functional area, workload, service levels and costs.
- Development of a salary structure approach tailored to the organization that considers local market conditions.
- Clear reports that support our recommendations along with an executable implementation plan.
- Direct involvement of a principal of the firm in every facet of the study to ensure quality and responsiveness.

As President of the firm, I am authorized to submit this proposal and execute a contract for services on behalf of the firm. I can be reached at either the address or phone number listed in the footer or at rbrady@matrixcg.net.



Richard Brady, President
Matrix Consulting Group

1. Firm Background

This section of the proposal introduces the firm and its experience working with public sector entities throughout the country and provides details regarding our qualifications and experience.

1. Introduction to the Matrix Consulting Group

The Matrix Consulting Group's only business focus is the provision of organization, staffing and management analytical services to the public sector. The following points provide specific information regarding the firm's background, focus and composition:

- The legal name of our firm is the Matrix Consulting Group, Ltd. We are an independent organization and not a subsidiary of any firm.
- The firm is domestically incorporated in California and headquartered in the Bay Area. In addition, we have regional offices in Southern California, Oregon, Illinois, North Carolina, Florida, and Texas.
- We currently have 24 full-time and four (4) per-diem staff.
- While we provide a wide variety of services to our local government clients, our primary service area is the conduct of organizational and operational assessments.

Our place in the government consulting industry is based on our experience and our approach. While more fully explained in later sections of the proposal, these strengths can be summarized as follows:

- Our *only* market and service focus is management, staffing and operations analysis of public sector entities with over 95% of our client-base being local governments. We have a broad service portfolio of management and financial consulting services as shown in the table at the end of this section.
- We have conducted over 100 organization-wide studies for local government. In addition, the firm has also conducted over 1,500 studies of individual departments covering virtually every service area.
- We are specialists, not generalists. Each staff member of our proposed team has experience conducting scores of studies in all areas of local government.
- We have developed a strong relationship with our clients over our history and have many communities that have utilized us on multiple projects over the years due to the quality and impact of our reports and recommendations.

- Our approach to providing consulting services is in depth and client centered, recognizing that each client environment is unique. These approaches include:
 - Extensive interviews with staff and other stakeholders.
 - Intensive fact-based analysis of workloads, service levels and costs.
 - Reports that provide this analysis in addition to an implementation plan.
 - Collaboration with the client as the study proceeds.

We are known for the depth and insight of our analysis and our client responsiveness. We provide a wide range of services to the public sector as shown in the following table.

<p>Law Enforcement Staffing analysis Patrol scheduling and deployment Patrol beat redesign Community policing Management studies Regionalized & consolidation feasibility Overtime audits Projections and growth impact</p> <p>Fire and EMS Master and strategic plans Station location planning Staffing analysis Scheduling and deployment Standard of coverage Regionalized & consolidation feasibility Management studies Contract compliance audits</p> <p>Emergency Communications Staffing analysis Operations analysis Consolidation feasibility Implementation assistance</p> <p>Corrections and Justice Operational analysis Staffing analysis Needs assessments and master plans Community corrections alternatives</p>	<p>Financial Services Full cost allocation plans Cost of services User fees Development impact / Nexus Internal controls audits</p> <p>Community Development Permit streamlining Organization and staffing studies Permitting software decisions Customer service Service level standards</p> <p>Administrative Organizational assessments Staffing analysis Performance management Shared services analysis Compliance audits Information technology Process improvement Strategic planning</p> <p>Public Works and Utilities Organizational assessments Staffing analysis Infrastructure assessments Preventive maintenance needs Fleet management Engineering analysis</p>	<p>Fleet Management Program and operational analysis Fleet replacement planning Fleet size and composition Fleet maintenance Contract feasibility and compliance</p> <p>Parks, Recreation, and Libraries Master and strategic planning Staffing and program analysis Customer service Park condition assessments</p> <p>Citywide and Countywide Organizational assessments Strategic planning Staffing analysis Management analysis Customer service Shared services</p> <p>Higher Education Administrative services Campus security Organizational and staffing analysis University-city contract services</p> <p>State Administrative services Organizational and staffing analysis</p>
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2. Introduction to the Bolton Group

Bolton is a full-service compensation, employee benefits, actuarial, and investment consulting firm with 40 years of experience providing consulting services to clients in the public and corporate sectors, nonprofit organizations, as well as for the Federal Government.

Bolton serves a national client base and has earned a reputation for integrity and the highest quality of work. We build long-term partnerships with our clients by delivering understandable, insightful, and impactful solutions to complex reward issues so that they can best manage future financial risks and provide valuable benefits to their employees.

Their five consulting divisions provide the following services:

- Health Actuarial Consulting
- Health & Welfare Benefit Consulting
- Investment Consulting
- Retirement Actuarial Consulting
- Rewards Consulting

Bolton has built long-term partnerships with their clients by delivering understandable, insightful, and impactful solutions to complex benefits issues so that they can best manage future financial risks and provide valuable benefits to their employees.

Bolton is headquartered in Baltimore and maintain offices in Atlanta, Boca Raton, Cincinnati, Denver, Trenton NJ, Philadelphia, and Washington DC. Bolton maintains a complement of over 100 staff.

What Makes Bolton Rewards Better

They employ modern technology and thinking steeped in time-tested professional compensation practices to meet client objectives within the time frame allotted and within the communicated project budget. Their practices have been fashioned over the years to integrate best practices across a multitude of sectors into workable reward systems that fit our public sector clients.

The art in their success is helping translate effective compensation and market practices across sectors – including our public sector clients – so that their clients are best suited to attract and engage the caliber of talent needed to meet organizational objectives.

2. Prior Experience and References

This section outlines the experience of our firms in conducting similar services.

1. Matrix Consulting Group Experience

Our proposed project team has conducted over 100 organization-wide studies since our founding. Notable clients include the following clients:

Albuquerque, New Mexico	Gulf Shores, Alabama	Portage, Michigan
Augusta, Georgia	Half Moon Bay, California	Rancho Mirage, California
Avon, Connecticut	Johnson County, Kansas	Rancho Palos Verdes, CA
Barstow, California	Monroe County, Michigan	Raymore, Missouri
Brattleboro, Vermont	Monrovia, California	Salt Lake County, Utah
Carroll County, New Hampshire	Montgomery College, Maryland	Schertz, Texas
Corp. for Public Broadcasting	Montgomery County, Maryland	St. Cloud, Florida
DeKalb County, Georgia	Montpelier, Vermont	Takoma Park, Maryland
Deltona, Florida	Orland Park, Illinois	Tigard, Oregon
Franklin Township, New Jersey	Orleans, Massachusetts	Tinley Park, Illinois
Grand County, Utah	Orting, Washington	Warrenville, Illinois
Greenbelt, Maryland	Palos Verdes Estates, California	Waxhaw, North Carolina
Groton, Massachusetts	Peoria County, Illinois	West Milford, New Jersey

In addition to these organization-wide studies, we have conducted over 1,500 individual department studies since our founding. The following table provides a few relevant examples in key service areas:

Functional Area	Client	Functional Area	Client
Administrative Services	Carroll County (NH)	Information Technology	Brea (CA)
	Ketchikan (AK)		Edmond (OK)
	Niles (IL)		Salt Lake City (UT)
	Peoria County (IL)		Riverside (CA)
Community Development	Half Moon Bay (CA)	Police	Clayton (MO)
	Lee's Summit (MO)		Columbia (MO)
	Niles (IL)		Des Peres (MO)
	Provincetown (MA)		O'Fallon (MO)
Finance / Fees	Champaign (IL)	Parks and Recreation	Elmhurst Park District (IL)
	Clayton (MO)		Libertyville (IL)
	Niles (IL)		Salt Lake City (UT)
	Riverside (CA)		Seattle (WA)

Functional Area	Client	Functional Area	Client
Fire / EMS	Clinton (MA) Berlin (NH) Des Peres (MO) Sterling (IL)	Public Works / Utilities	Andover (MA) Lake County (IL) Lee's Summit (MO) Palos Verdes Estates (CA)

These are just representative examples of our experience working in some select service areas. A three-year project listing is provided as Appendix A to further demonstrate the breadth and depth of our experience.

2. Bolton Experience.

Bolton has worked with hundreds of public sector clients since its founding including the following cities and towns which demonstrate experience with smaller organizations:

- | | | |
|--------------------|------------------------|----------------------|
| Centreville (MD) | Fort Myers Shores (FL) | Port LaBelle (FL) |
| Chestertown (MD) | Juno Beach (FL) | Riverdale Park (MD) |
| Clay County (TX) | Lake Mary (FL) | Sykesville (MD) |
| Colmar Manor (MD) | Mount Airy (MD) | Takoma Park (MD) |
| Dover (DE) | Ocean City (MD) | Thurmont (MD) |
| Elkton (MD) | Orange (VA) | University Park (MD) |
| Flagler Beach (FL) | Pocomoke (MD) | Wytheville (VA) |

A comprehensive public sector client listing for Bolton is provided as Appendix B.

3. References

The following references are for work conducted by the firm and key members of the project team that involved organizational and staffing assessments.

Client

Project Summary

Matrix Consulting Group References

Takoma Park, Maryland

Organizational Assessment (December 2021 – June 2022)

Jamal Fox, City Manager
Jamal.fox@takomaparkmd.gov
 301.891.7229

This study was a comprehensive organizational assessment covering all City departments. The scope performed included operational and staffing evaluation and recommendations to improve performance.

Key recommendations included implementation of a more integrated budgeting and operational planning process including the development of annual work plans to enable the organization to align City Council expectations with allocated resources. Additionally, department specific recommendations were developed to increase operational efficiency and adjust staffing requirements.

Tigard, Oregon

Performance Audit Review (January – October 2019)

Marty Wine, was Tigard CM, now CM in Monmouth OR
mwine@ci.monmouth.or.us
 503.751.0146

This study focused on evaluating staffing levels, operational practices, and performance management for the entire City. This study was conducted to provide Council and staff input on opportunities to enhance operational practices, efficiency, and effectiveness.

Key recommendations in addition to staffing modifications, included the development of a set of recommended performance measures for the entire organization and the annual workplans for each department. Recommendations included staffing allocations for each department and function and modifications, where required, to the organizational structure to ensure efficient operations.

Client

Project Summary

Joint Bolton and Matrix Consulting Group References

Dunedin, Florida

Compensation Study and Organizational / Staffing Assessment (May 2022 – February 2023)

Theresa Smalling, Director of Human Resources and Risk Management
tsmalling@dunedinfl.net
 727.298.3042

This study was a joint effort of Bolton and the Matrix Consulting Group, Ltd. On this engagement, Bolton was the contracting entity with the City. The scope of services for Bolton included: Reviewed and redesigned the City’s job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.

The evaluation conducted by the Matrix Consulting Group, Ltd. included an organizational assessment and staffing study for the following departments: Community Development, Parks and Recreation, Public Works, and Utilities and Engineering. Matrix recommended modifications to the organizational structure to better align work efforts and centralize some functions. Additionally, we recommended changes to staffing allocations to align with service demands, service levels and workload.

Bolton References

Fredericksburg, Virginia

Compensation Study

Lesley Moore, Director of Human Resources
lamoores@fredericksburgva.gov
 540.372.1028 x 226

Reviewed and redesigned the City’s job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.

Middletown, Ohio

Compensation Study

Megan Ellis, Human Resources Manager
megane@cityofmiddletown.org
 513.425.7848

Reviewed and redesigned the City’s job description, job evaluation, and classification plans. Conducted original market research of selected counties and municipalities and established new pay ranges, classification grading and effective pay management policies.

We would be happy to provide additional references upon request.

4. Sample Reports

We have provided sample reports from two recent studies conducted by the Matrix Consulting Group, Ltd. and Bolton on organizational assessments and compensation studies for the City of Takoma Park, Maryland. These are available through the following links:

Takoma Organizational Assessment Final Report:

https://drive.google.com/file/d/15C3BJyGpnbhuamHcxzlayS95eQy5zDOI/view?usp=share_link

Takoma Compensation Report:

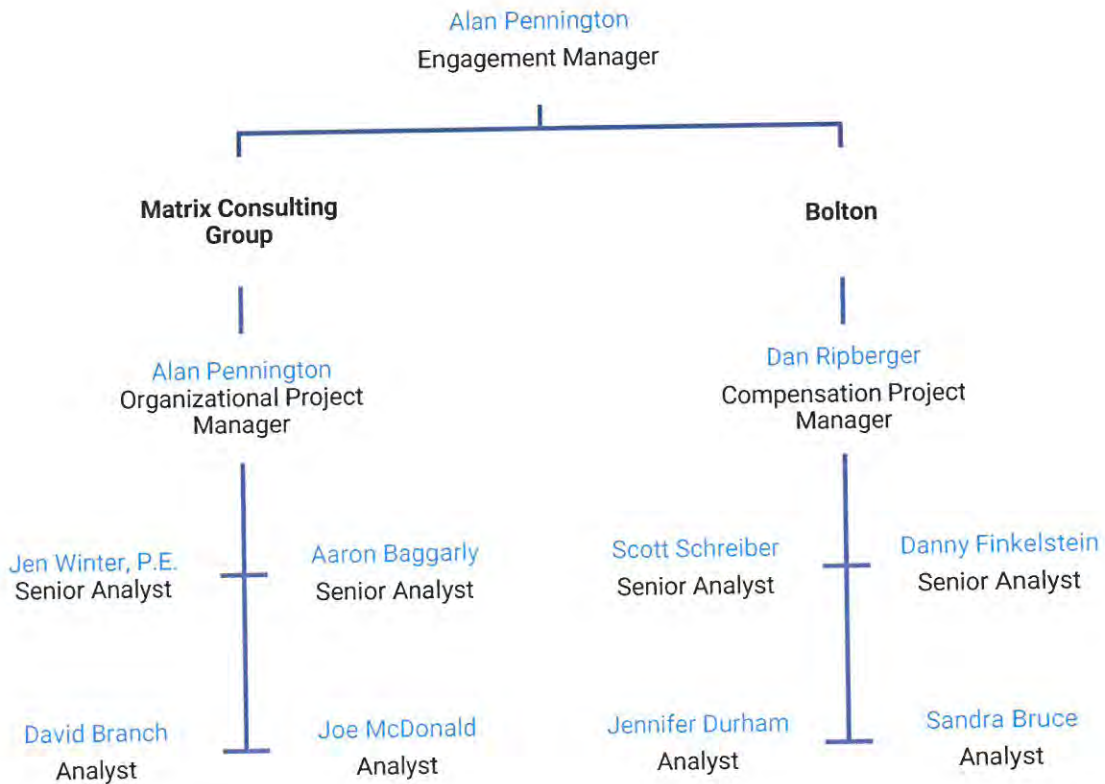
https://drive.google.com/file/d/1W2LfWsYpMDy2R8QeUbSQaS9mX3uPLsSy/view?usp=share_link

We would be happy to provide additional examples upon request.

3. Project Team

We have proposed a very qualified and experienced project team for this engagement including our most senior consultants and individuals with significant experience conducting similar engagements. Each of our proposed team members are technical experts in assigned functional areas.

The following chart shows the project team we have assigned for this engagement and the primary functional areas they will be involved in evaluating. Mr. Pennington will also work on the administrative services team in addition to serving as Project Manager.



Our integrated team approach to meeting client objectives allows our consultants to work closely with clients to utilize the best resources and to deliver timely results. The Matrix and Bolton project teams are led by and staffed with consulting industry veterans and experts. Consulting biographies for all named team members follow.

JENNIFER DURHAM - Jennifer Durham is a seasoned professional with over 15 years of collective total rewards and human resources management experience. Her most recent experience includes market pricing and analysis, job classification, job evaluation, custom surveys, and structure development. Jennifer is the lead administrator for Bolton's market surveys, such as our Maryland Counties Compensation Survey, as well as client-specific surveys.

Jenn has advised clients across several mission-focused and public sector markets. Examples clients include Ada OK, Baltimore County MD, Maryland Department of Legislative Services, State of North Carolina, Wicomico County MD, and Wytheville, VA. In addition, Jenn has worked with such quasi-public sector organizations as Northern Kentucky Airport Board, DC Water & Sewer Authority, Municipal Securities Rulemaking Board, and Regional Income Tax Agency.

Prior to joining Bolton, Jennifer was a senior analyst with RSC Advisory Group with a focus on market pricing and analysis, custom survey administration and executive compensation. Prior to consulting, she served as Director, Human Resources for Sekisui XenoTech.

She has a bachelor's degree in both Accounting and Marketing from Kansas State University and holds senior professional certification through HRCI (SPHR).

SANDRA BRUCE - Sandra Bruce specializes in public sector job analysis and classification. With 31 years of experience in state government, she has a long history of providing effective position classification services and recommendations. Sandra served as a Classification and Compensation Analyst with the Georgia Merit System during the Georgia Gain project and also served as a functional SME during the state's Job Code Redesign project, providing insight and recommendations on a statewide level.

Most recently, Sandra served as a Senior Human Resources Consultant for the Georgia Department of Labor, focusing on classification and compensation reviews, COVID protocols and strategic recruitment efforts. Prior to that, Sandra was the Human Resources Director for the Georgia Department of Defense, the state agency responsible for oversight and support of the Georgia Army and Air National Guard. In that capacity, she spent two decades managing the classification and compensation for over 600 positions in multiple job functions to include education, engineering, finance, maintenance, social services, and fire protection services. Sandra created internal pay plans for the agency, customizing each approach to accommodate the budget for the program and the strategic goals of management.

Sandra earned a Master of Public Administration from Georgia State University and a Bachelor of Arts in Political Science and English from LaGrange College. She has held her PHR certification since 2000.

4. Proposed Approach and Methodology

This section of our proposal outlines our general methodology for conducting studies of this nature and a proposed task plan.

1. Approach to Providing Services

Our approach to providing the requested services includes close cooperation with our client including extensive interviewing, data collection, and evaluation of policies, procedures, and technology utilization to fully understand the current staffing allocations, service delivery approaches, challenges, and opportunities.

Our place in the government consulting industry is based on our experience and our approach. While more fully explained in later sections of the proposal these strengths can be summarized as follows:

- We are specialists, not generalists. Each staff member of our proposed team has experience conducting dozens of studies related specifically to functions covered in this engagement.
- Our detailed approach to providing consulting services is client centered, recognizing that each client environment is unique.

Our firm's reputation is based on providing detailed analysis through extensive data collection, input, and interaction with our clients. The cornerstone of our philosophy in conducting organization and management studies is summarized in the following points:

- **A principal of the firm is always involved on each project.** For this project, we would commit the Vice President leading our General Consulting Practice as the Project Manager supported by our most experienced consultants.
- **We approach our projects with a firm grounding in formal analytical methodologies.** All impacts are identified and analyzed in detail to ensure that recommendations are implemented and our clients (and the public they serve) can understand the reasons for recommended changes.

Our approach has led to successful projects for hundreds of clients in the last several years and an implementation rate that typically exceeds 85%.

2. Proposed Task Plan

The follow tasks outline a proposed approach to conducting this engagement for Shrewsbury.

Phase 1 – Organizational Structure and Staffing Assessment

Task 1 | Develop a Current State Assessment

To fully provide services to the City, we need to quickly develop an understanding of the key issues impacting and shaping service requirements for the community and an in-depth understanding of the current organizational structures, staffing allocations, and service delivery approaches in place. To fully develop our understanding, we will accomplish the following work steps – among others:

- Meet individually with the City’s executives, elected officials, and the City’s project manager to discuss the project, initiation and refine specific project tasks and approaches.
- Conduct individual interviews within the various departments to understand the existing plans of organization as well as key organizational issues facing each department that impact their ability to effectively provide services.
- Review available information on the department, including mission statements, budgets, workload data, union contracts, job descriptions, work rules, personnel rules, and other documents that provide insight into the department’s service delivery approaches, regulatory constraints, and operational practices.
- Develop understanding of the staffing and responsibilities for staff in each function. Document trends in staffing and identify gaps in key service areas.
- Document current organizational structures and calculate spans of control for all supervisor positions.
- Develop an understanding of the scope of the programs and services for each department / division under review including historical, current, and projected workloads, costs, and service levels for each department / division to be reviewed.
- Develop an understanding of the major management systems to plan and schedule, monitor, and adjust approaches to providing services to the public.
- Document the major software and technology employed in the Department and develop an understanding of the current levels of utilization.

Once these efforts have been concluded, the project team will develop a current state assessment documenting the department's current service portfolio, resource allocations (staffing and financial resources), and current levels of service.

TASK RESULT

Current state assessment of operational practices, organizational structure, and resource and staffing allocations.

Task 2 | Develop and Conduct an Employee Survey.

The project team believes it is important to gather input from all employees in studies such as this that are focusing on the developing a future model for the organization. This approach also increases buy-in from staff on the engagement and increases our understanding of the current organizational culture, level of interaction between departments, workplace attitudes, opportunities for alternative service delivery approaches, potential necessary staffing modifications, and changes in technology, tools or processes that would increase the efficiency and effectiveness of staff work efforts.

The survey would be conducted electronically through the use of SurveyMonkey and would be designed to ensure anonymity of all respondents. Following the completion of the survey, the project team will develop an interim report outlining the key findings for presentation to the City's Project Coordinator.

TASK RESULT

Summary of the employee survey results with key themes and findings highlighted.

Task 3 | Organizational, Operational and Staffing Assessment

In this important work task, opportunities for improving the organizational structure, management, operations, resource allocation and staffing will be analyzed. This task will include such approaches and methodologies as the following:

- 1) **Evaluate the organizational structure.** We will evaluate organizational structure in terms of gaps or overlaps in function, spans of control and appropriate organizational location.
 - Is the organizational structure too "tiered" or too "flat" in management staffing?
 - Are functions placed too high or too low in regard to their importance in meeting operating and service objectives?

- Are services / functions appropriately located in the organization?
 - Are there any overlapping or duplicated functions?
 - What boards, committees and commissions are supported and staffed and how do these relate to operations?
- 2) **Evaluate Spans of Control.** The project team will evaluate, for all areas under review, the span of control for all executive, management, supervisory and lead personnel within the department. Recommendations for alternative spans of control will be provided for all areas under review. These spans of control will be developed based upon the other analytical tasks undertaken and where appropriate it will be identified where changes in operational practice, technology or other service delivery approaches must be implemented in order to implement the proposed span of control.
- 3) **Evaluate staff utilization and deployment compared to service levels and workload.** This analysis will evaluate staff utilization by comparing staffing allocations against both current and desired service levels and existing and projected workload. Through the analysis of major work practices, the consulting team will determine if:
- Staff allocations are aligned with adopted service demands and requirement and industry standards.
 - The current staffing allocations should be adjusted to accommodate future service delivery levels or approaches.
 - Which services are provided through contractual arrangements and how do costs compare to alternative service delivery approaches?
- 4) **Evaluation of the adequacy of major work practices.** The analysis will focus on identification of opportunities to streamline work practices to increase utilization levels and/or reduce staffing requirements. Through the analysis of major work practices, the consulting team will determine:
- The frequency of various work tasks now performed is unnecessary or can be reduced.
 - skill mix for positions can be improved.
 - effectiveness of the use of technology to simplify work activities and delivery services.
 - evaluate appropriateness of outsourced services, if any, to determine if they are being provided the most cost-effective manner.
- 5) **Analyze the effectiveness of managing performance in the Department:** Departmental operations require effective management to ensure that staff are appropriately scheduled, deployed, utilized, and held accountable for performance.

The project team will evaluate this in terms of the following:

- How do managers plan, schedule and control the work to be done in each organizational unit?
- Do managers have accurate and timely measures of each unit?
- How are goals, objectives and service level targets developed?
- How is 'customer service' defined, promoted, and supported?
- How is succession planning and continuation of institutional knowledge being managed?
- What modifications in operational practices or policies can be made to increase retention of existing employees?

- 6) **Evaluate Technology.** The project team will evaluate technology utilization to identify whether appropriate technology is in place to support service delivery and whether existing technology is being effective and fully utilized.
- 7) **Develop Staffing Recommendations.** This analytical effort will develop a staffing allocation based upon current and projected service levels, workload, and processes. Staffing metrics will be provided for use in evaluating future staffing modifications based on "trigger points", service requirements or workload increases.

During this task, the project team will also analyze those issues identified from the employee and comparative surveys and the best practices assessment to determine if other operational changes should be implemented to increase efficiency or effectiveness of service provision and staff utilization. The preliminary recommendations developed will be presented for review with the City prior to finalization.

TASK RESULT

The result of this task would be a detailed analysis of the organizational, management and operational choices in service delivery, service levels and staffing needs.

Task 4 | Final Report and Implementation Plan

The final report will combine the previous interim deliverables and provide additional analysis and recommendations, and include the following elements:

- The current state assessment highlighting existing staffing and service delivery approaches.
- An assessment of the current staffing and deployment plans and relevant issues.

- Summary of employee survey findings, comparative survey and best practices assessments of organizational structure and staffing allocations.
- Analysis and recommendations related to organizational structure, administrative processes, spans of control, and current and anticipated future staffing needs by functional area and position.
- Implementation plan for all recommendations including timeframe and priority for each individual recommendation.

The draft report will be reviewed with the organization for input prior to finalization. Following this review and input, we will update and finalize the report and present to the City in whatever forum is requested.

TASK RESULT

Development of the final report and an implementation plan outlining priority, timing, and costs of each recommended action.

Phase 2 – Classification and Compensation Study Components

Task 1 | Discovery

Step 1: Project Planning

We will kick off the project with a meeting among the Shrewsbury and Bolton project teams to finalize engagement goals and scope, establish data needs, time milestones, and deliverables. Bolton will prepare data requests and assist with data collection, as needed, and will prepare a working project plan.

Step 2: Current Program Review

Bolton will collect and internally review organizational plan and policy documents, as well as previous assessments and analyses that describe the current compensation and benefits programs and their administration. We will meet with the HR team to ensure our full understanding of the current program.

Step 3: Leadership Discovery

Bolton will work with Shrewsbury to brief leadership on the project, its steps, desired outcomes, and timing. We will gather their direction and insight into the Shrewsbury's needs and their perceptions of the current program's effectiveness.

Step 4: Management Interviews

We will interview department heads and other management to better understand the work of the City, how it is organized and intended job results, to learn more about special talent considerations and labor market challenges, and to gather perceptions of the current program’s effectiveness.

TASK RESULT

Understanding of existing compensation program, collection of data, and completion of staff interviews.

Task 2 | Market Benchmarking

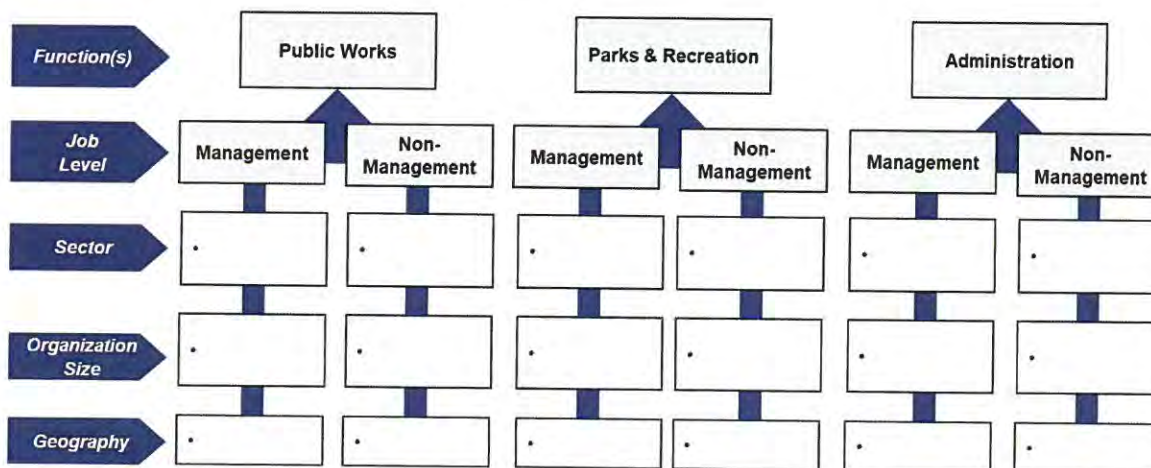
Step 1: Preliminary Analysis of Shrewsbury Jobs

Analyze jobs to fully understand duties and responsibilities, as well as job requirements, and to assign jobs to Bolton’s Career Stream roles for preliminary assessment.

Step 2: Market Strategy

Collaborate with Shrewsbury to finalize appropriate competitive labor market(s) that aligns with the feedback received from leadership and management, including specific peer organizations.

Example Market Strategy Framework



Step 3: Custom Survey/Original Research

Using our TRDx platform, we will conduct a custom survey of compensation levels and practices survey of up to 20 identified peers. We will work with the City to define the most appropriate contacts at each peer and a communication plan designed to gain maximum participation. We will survey all elements of total compensation – pay, employees benefits, paid-time-off and retirement.

Step 4: Published Survey Analysis

In addition, Bolton maintains an extensive library of published surveys and research that covers a wide array of market sectors, geographies, and job types. Our CompManager database has over 500,000 records of basepay and total cash compensation data. We will incorporate these data into our analyses, as needed, to represent desired labor markets.

TASK RESULT

Documentation of findings from market benchmarking.

Task 3 | Recommended Plan Changes

Step 1: Gap Analysis

After our analysis of background data supplied by the Shrewsbury and interviews with department heads, Bolton will assess if/where gaps may exist between Shrewsbury's objectives and the design and/or administration of its compensation system.

Step 2: Conceptual Program Recommendations

Bolton will develop a series of conceptual recommendations to discuss with the Shrewsbury team and develop an overarching approach to subsequent work steps and well as the program design backdrop.

Step 3: Structure and Grading System Review

Bolton will employ the market data to develop base pay structures and ranges which are market competitive and aligned with the City's compensation philosophy and objectives. We will integrate the market data to develop and implement a job grading system that aligns internal equity with market competitiveness. Our recommendations will include guidelines for future structure adjustments and how the adjustments impact employee pay; these guidelines will allow the City to maintain its structures in a competitive position relative to the market.

Step 4: Employee Pay Equity and Delivery Analysis

Once the revised structure(s) is/are in place and jobs have been assigned to grades, Bolton will assess the competitiveness and equity of actual employee pay. We will use compa-ratios, range penetration or other market alignment measures to assess Shrewsbury's overall competitive alignment.

Step 5: Total Pay Delivery System

Total pay plan design/policy recommendations that align how employee pay gets changed over time with what the organization values.

TASK RESULT

Development of recommended approach on salaries / compensation.

Task 4 | Reporting

Step 1: Implementation Costing and Planning

We will work with the City to determine appropriate implementation approaches, including strategies for fixing any pay inequities that arise from the study, the new structures and how jobs are graded.

We will also help develop an implementation plan for the new program, develop guidelines for maintaining and updating the new/modified compensation plan, and orient staff to the ongoing administration.

Step 2: Final Reporting, Approval and Policy Updates

We will prepare a comprehensive draft report of our methodology, review findings, and recommendations for discussion with Shrewsbury administration and Human Resources. Based on discussions with the City, we will incorporate agreed-upon changes and prepare a final report. Should it be desired by Shrewsbury, Bolton will present the study report or a summarized version to the Council and management.

Bolton will also help the City finalize its policies.

TASK RESULT

Comprehensive reports and related compensation policies / approaches to implementation.

3. Project Schedule

We are prepared to initiate this assignment immediately after receiving authorization to proceed. We estimate it will take 12 to 14 weeks to meet the proposal objectives and complete all tasks. This assumes that the City will provide us with the requested background materials in a timely manner, schedule meetings reasonably and make approval decisions within the timing of the engagement.

We are available to begin work within two weeks of a notice to proceed.

5. Project Cost

We are proposing to conduct this engagement as outlined below for a total fixed price of **\$49,500** as outlined in the following table.

	Project Manager	Senior Analyst	Analyst	Totals
Phase 1 - Organizational Staffing Assessment				
1. Current State Assessment	8	20	20	48
2. Employee Survey	4	0	12	16
3. Organizational / Staffing Assessment	12	32	32	76
4. Final Report and Implementation Plan	8	12	12	32
Total Hours	32	64	76	172
Hourly Rate	\$250	\$200	\$125	
Total Professional Fees	\$8,000	\$12,800	\$9,500	\$30,300
Project Expenses				\$1,800
Phase 1 - Organizational / Staffing Cost				\$32,100
Phase 2 - Compensation Cost				\$17,400
TOTAL PROJECT COST				\$49,500

We bill monthly for actual time and expenses incurred.

6. Pending Legal Issues and Contractual Requirements

Neither the Matrix Consulting Group, Ltd. nor Bolton have any pending legal issues facing the firms that would impact our ability to complete this engagement.

As the contracting entity, the Matrix Consulting Group, Ltd. has no specific contractual requirements that must be disclosed. We would be happy to provide a sample contract for the City's review if it does not have a standards professional services contract that it utilizes.

Appendix B – Bolton – Public Sector Client Listing

Anne Arundel Community College, MD
 Anne Arundel County, MD Government
 Anne Arundel County, MD Public Library
 Baltimore County, MD Government
 Baltimore County, MD Public Schools
 Bedford County, VA
 Bedford County, VA Public Schools
 Bedford Regional Water Authority
 Broward County, FL
 Buffalo, NY Public Schools
 Calvert County, MD
 Calvert County, MD Public Schools
 Caroline County, MD Board of Education
 Caroline County, MD Government
 Caroline County, MD Public Schools
 Carroll County Community College, MD
 Carroll County, MD
 Carroll County, MD Public Schools
 Cattaraugus County, NY
 Cecil County, MD Commissioners
 Cecil County, MD Government
 Cecil County, MD Public Schools
 Charles County, MD Government
 Charles County, MD Public Schools
 Charlotte-Mecklenburg, NC Schools
 Chatham County, GA
 Cherokee County, GA
 Chesapeake, VA Public Schools
 Chicago Regional Transportation Authority
 City of Austin, TX
 City of Baltimore, MD
 City of Boca Raton, FL
 City of Bowie, MD
 City of Cambridge, MD
 City of Cape Coral, FL
 City of Chesapeake, VA
 City of Cocoa, FL
 City of Doral, FL
 City of Dover, DE
 City of Dunedin, FL
 City of El Paso, TX
 City of Flagler Beach, FL
 City of Fort Myers Shores, FL
 City of Frederick, MD
 City of Fredericksburg, VA
 City of Gaithersburg, MD
 City of Greenbelt, MD
 City of Griffin, GA
 City of Hialeah Gardens, FL
 City of Hollywood, FL
 City of Hyattsville, MD
 City of Lake Mary, FL
 City of Lakeland, FL
 City of Laurel, MD
 City of Lexington, VA
 City of Maitland, FL
 City of Manassas, VA
 City of Manassas, VA Public Schools
 City of Melbourne, FL
 City of Miami Gardens, FL
 City of Middletown, OH
 City of Miramar, FL
 City of New Smyrna Beach, FL
 City of New York, NY
 City of Newark, DE
 City of North Fort Myers, FL
 City of Norwich, CT
 City of Orlando, FL
 City of Palm Beach Gardens, FL
 City of Pittsburgh, PA
 City of Plainfield, NJ
 City of Pocomoke, MD
 City of Pompano Beach, FL
 City of Providence, RI
 City of Reading, PA
 City of Riviera Beach, FL
 City of Rockville, MD
 City of Salisbury, MD
 City of Sanford, FL
 City of Sarasota, FL
 City of Takoma Park, MD
 City of West Palm Beach, FL
 City of Westminster, MD
 City of Wilmington, DE
 City of Winchester, VA
 City of Winter Park, FL
 Clay County, TX
 College of Southern Maryland
 Colorado Department of Health Care
 Community College of Baltimore County
 County of Albemarle, VA
 County of Culpeper, VA
 County of Hawaii, HI
 County of Lancaster, PA
 Coweta County, GA
 Culpeper County, VA Schools
 Dawson County, GA School System
 Delaware River & Bay Authority
 Delaware Transit Corporation
 Department of Justice
 Dinwiddie County, VA
 Dinwiddie County, VA School Board
 District of Columbia Retirement Board
 Dorchester County, MD

Dorchester County, MD Board of Education
 Eastern Shore of Maryland
 Emerald Coast, FL Utilities
 Employees Retirement System of Texas
 Fauquier County, VA
 Florida Department of Financial Services
 Fort Myers Shore Fire, FL
 Frederick Community College, MD
 Frederick County, MD Government
 Frederick County, MD Public Schools
 Frederick County, VA Government
 Frederick County, VA Public Schools
 Garrett County, MD Government
 Garrett County, MD Public Schools
 Gloucester County, VA
 Hallandale Beach, FL
 Hampton Roads, VA Sanitation
 Hanover County, VA Government
 Harford Community College, MD
 Harford County, MD
 Harford County, MD Public Library
 Harford County, MD Public Schools
 Hazleton City, PA Pension Board
 Higher Ground Education
 Highlands County, FL
 Housing Authority of Baltimore City, MD
 Howard Community College
 Howard County, MD Government
 Howard County, MD Library
 Howard County, MD Public School System
 Indian Trail Improvement District
 Inter-University Council of Ohio
 Ithaca City, NY School District
 Jacksonville, FL Transportation Authority
 James City County, VA
 Kent County, MD Government
 Kent County, MD Levy Court
 Kent County, MD Public Schools
 Kilmarnock, VA
 King George County & Schools, VA
 King William County, VA
 Lake Worth, FL Drainage District
 Lehigh Acres, FL Fire Control
 Loudoun County, VA Public Schools
 Loudoun County, VA Sanitation Authority
 Lower Merion Township, PA
 Macon-Bibb County, GA
 Manassas Park, VA City Schools
 Manatee County, FL
 Maryland Dept of Legislative Services
 Maryland State Retirement Agency
 Metropolitan Water Reclamation
 Milwaukee County, WI
 Monroe County, FL
 Montgomery County, MD Council

Montgomery County, MD Government
 Montgomery County, MD Public Schools
 New Hampshire Public Employees
 New Horizons Regional Education Center
 New Jersey Transit Corporation
 New Kent County, VA Public Schools
 New York Power Authority
 New York State Thruway
 Newport News, VA Public Schools
 Niagara Frontier Transportation Authority
 North Fort Myers, FL Fire District
 Ocean County, NJ Utilities Authority
 Oneida County, NY
 Orange County, VA
 Oswego City, NY School District
 Palm Harbor, FL Fire Rescue
 Pennsylvania State Education
 Philadelphia, PA Parking Authority
 Port LaBelle, FL
 Postal Regulatory Commission
 Prince George's County, MD Government
 Prince George's County, MD Schools
 Prince William County, VA Schools
 Prince William County, VA
 Queen Anne's County, MD Government
 Queen Anne's County, MD Public Schools
 Rappahannock County, VA
 Rappahannock County, VA Public Schools
 Regional Income Tax Agency
 Roanoke County, VA
 Roanoke County, VA Public Schools
 Rockingham County, VA Government
 Rockingham County, VA Public Schools
 San Jose Police Officers Association, CA
 San Luis Obispo County, CA Pension Trust
 Santa Rosa County, FL
 School District of Philadelphia, PA
 Shenandoah Valley Juvenile Center
 Somerset County, NJ Board of Education
 South Central Wastewater
 South Florida Conservancy District
 Spotsylvania County, VA Government
 Spotsylvania County, VA Public Schools
 St. Lucie County, FL Fire District
 St. Mary's County, MD Government
 St. Mary's County, MD Library
 St. Mary's County, MD Public Schools
 Stafford County, VA Government
 Stafford County, VA Public Schools
 State of Alaska
 State of Maine
 State of Montana
 State of Oregon
 State of Wisconsin
 Stevenson University

February 14, 2023

Mr. Elliot Brown
Interim City Administrator/City Clerk
City of Shrewsbury
5200 Shrewsbury Avenue
Shrewsbury, MO 63119

Dear Mr. Brown:

GovHR USA (“GovHR”) is pleased to provide a proposal for an Organization/Operational Assessment and Salary Survey for the City of Shrewsbury.

UNDERSTANDING OF ENGAGEMENT – SUMMARY

The City of Shrewsbury is an attractive suburban residential community centrally located in St. Louis County, Missouri. The City’s economic base contains a mixture of commercial, small and large retail businesses and several industrial enterprises to supplement the residential base. The City has 60 full-time employees and a projected 2023 budget of \$9 million. The 2023 population is approximately 6,406 residents with 3,100 households and 120 businesses.

The City provides most traditional municipal services in-house, including full-service Police and Fire departments, Public Works, Parks and Recreation, Building and Housing, Municipal Court and General Government. The City is governed by an elected Mayor and Board of Alderman.

The City seeks an independent review of the organization’s structure, position responsibilities and staffing levels with recommendations on an optimal municipal model that will potentially streamline and/or realign responsibilities and/or departments to reduce expenses while providing measurably similar or improved levels of services.

Secondly, the City seeks an independent salary survey based on job descriptions and responsibilities utilizing the most recent Standards Metropolitan Area (SMSA) data available.

CONSULTING FIRM BACKGROUND AND STATEMENT OF STAFF EXPERIENCE

GovHR is a public-sector management consulting firm specializing in executive recruitment and management consulting. All services are provided solely for public jurisdictions and not-for-profit entities. GovHR provides services to jurisdictions and agencies on a variety of contemporary issues, providing management, financial, and human resources assistance. Our organization has a full-time staff of 21, eight permanent part-time employees, and 26 additional consultants. The company was formed as Voorhees Associates in 2009; however, many of its consultants also

worked together previously at The PAR Group. The PAR Group was a public-sector management consulting firm in business for over 30 years.

Our consultants not only have significant experience working in the public sector but are also experienced consultants with a history of helping other clients with staffing analysis studies, such as the one being considered by Shrewsbury. The consultants assigned to this study have the time and commitment to take on this work beginning within three weeks of the proposal being accepted.

Senior Vice Presidents Charlene Stevens and Lee Szymborski will serve as the lead consultants for the organizational assessment. Ms. Stevens joined GovHR in 2019 and works on executive search and general management consulting assignments. She has over twenty years of experience in local government administration that spans three states: Minnesota, Kansas, and Pennsylvania.

Mr. Szymborski has been with GovHR since 2014 and has conducted numerous executive searches and organizational assessments, including work in the St. Louis area. He has also assisted in classification and compensation studies. He has thirty-three years of experience in local government that spans both Illinois and Wisconsin.

Senior Vice President Rachel Skaggs will serve as the lead consultant for the salary survey. Ms. Skaggs joined GovHR in 2020 with over 10 years of experience in local government in Illinois. Since joining GovHR, Ms. Skaggs has conducted numerous classification and compensation studies for municipalities across the country.

The biographies and qualifications of Ms. Stevens, Mr. Szymborski and Ms. Skaggs are attached to this proposal and their contact information is below:

Charlene Stevens
Senior Vice President, GovHR USA LLC
Telephone: 320-262-0303
Cstevens@govhrusa.com

Lee Szymborski
Senior Vice President, GovHR USA LLC
Telephone: 414-750-7799
Lszymborski@govhrusa.com

Rachel Skaggs
Senior Vice President, GovHR USA LLC
Telephone: 815-303-2187
Rskaggs@govhrusa.com

REFERENCES

The following projects are recent and comparable in scope to the assessment sought by Shrewsbury and reference contact information is also included. A list of additional projects and/or copies of the reports outlined below are available upon request.

City of Burnsville, MN (pop. 64,000) – Organizational Analysis of Human Resources and Development of a Strategic Plan for the Human Resources Department

Charlene Stevens and Rachel Skaggs, 2020

Contact: Karissa Bartholomew, Human Resources Director, 952-895-4470

City of Kaukauna, WI (pop. 15,400) – Organizational Analysis of the Public Works and the Planning and Development Departments

Charlene Stevens and Lee Szymborski, 2021

Contact: Anthony J. Penterman, Mayor, 920-766-6310

City of Shawnee, KS (pop. 67,300) – Organization Review, All Departments

Charlene Stevens, Lee Szymborski, Rachel Skaggs, and others, 2021

Contact: Liz Barnard, Human Resources Director, 913-742-6241

Village of McFarland, WI (pop. 9,000)– Compensation Study and Staffing Analysis

Rachel Skaggs, 2021

Contact: Matt Schuenke, Village Administrator, 608-838-3153

Town of Buchanan, WI (pop. 7,200) – Organizational Assessment and Classification and Compensation Study – Lee Szymborski and Alice Bieszczat, 2019

Contact: Anthony Brown, former Town Administrator now City Administrator of Port Washington, WI, 262-284-5585

APPROACH TO THE PROJECT

The work plan for the study is organized around the purposes and objectives of the study as articulated in the Understanding of the Assignment section of this proposal and based on methodology that we have found successful in other studies of similar scope. The consultant will initially seek input from City leaders as to how this study and its desired outcomes will align with the City's mission and goals. It is important for the consultant to have a good understanding of the direction that the City desires to go in the future. The remainder of the tasks outlined below will be undertaken with these policy and management understandings in mind as the basis for the analysis.

COMPONENT 1 – ORGANIZATIONAL ASSESSMENT

Task 1: (Conducted Week 1-4) An inventory and understanding of the current state of the City's organizational structure and staffing. Total Hours = 25 hours

1. Reviewing and understanding the City's organizational structure and workflows bearing in mind service expectations, services provided, workloads, and City goals.
2. Reviewing the existing organizational system via document study and interviews with key City officials and City staff members by means of written questionnaires, one-on-one interviews and/or group interviews, as determined by an initial scoping meeting with the City's point of contact(s) for this engagement.
3. Collecting, reviewing, and analyzing past and existing organizational charts, position descriptions, and other relevant documents such as department and City budgets, personnel handbooks, capital improvement plans, any recent classification and compensation study, the City's Comprehensive Annual Financial Report, any recent departmental and/or City strategic plans, ordinances and administrative enabling documents for position content and authorizations.
4. Comparing existing duties and relationships to the formalized structure; synthesizing information and diagram existing organization structure and workflow.

Task 2: (Conducted Week 4– Week 6): Conduct a comparative analysis of Shrewsbury's organizational structure and services with similarly-sized communities in the St. Louis County SMA. Total Hours= 10 hours

1. In coordination with the effort made in establishing comparable communities in the second component to this project (as outlined below in Task 1 of the Salary Survey Component), we will survey and examine at least the top five area communities comparable to Shrewsbury to conduct a comparative analysis for organizational structure and services.
2. In narrative and tabular format, analyze results, and identify any best practices and/or organizational structures whose replication, in whole or in part, may benefit the City of Shrewsbury.

Task 3 (Week 6-10): Analysis of current structure of efficiencies, improvements and/or possible structural realignments. Total Hours = 15

1. Assessing the organizational structures and staffing levels; recommending any organizational chart and staffing changes, if necessary.
2. Reviewing and recommending changes, if necessary, about current and possible future City services, workloads, and contracts for outsourced services to determine the most effective and efficient structure to meet the demands and expectations of internal and external stakeholders.

Task 4 (Weeks 10-12): Draft and Develop Recommendations and an Implementation Plan.
Total Hours: 35

1. Reviewing and recommending changes, if necessary, to current and possible future City services and workloads, and determine the most effective and efficient structure to meet the demands and expectations of internal and external stakeholders.

2. Providing cost estimates for recommended changes.
3. Drafting of the Report.

Total Hours for Organizational Assessment = 85 hours at a rate of \$150/per hour for total cost of \$12,750.

COMPONENT 2 – SALARY SURVEY

Task 1: Establishing Comparable Communities: A comparative analysis with other St. Louis County SMA municipalities of similar size and structure. Working with City staff and using our broad-based cohort methodology, we will determine a logical survey sample of “like” municipalities that impact the compensation market for the City. In selecting public employers, we normally use criteria such as number of employees, population served, EAV, budget size, proximity, etc., the purpose of which is to select jurisdictions that are most comparable to Shrewsbury.

Task 2: Preparing and sending out salary survey: GovHR will design and send out the salary survey to gather salary data from the comparable communities. To accomplish this, the Project Manager will work with City representatives to select approximately 25 -30 benchmark classifications from City’s classifications covered in the Study. These classifications will be chosen from the criteria of those that are most common in all communities and that cover all the various pay grades in Shrewsbury. In addition to job titles, brief position descriptions are included in the salary survey to make sure we are receiving salary data for “like” positions in the comparable communities.

Note: While GovHR will prepare all the materials to be sent out for the salary surveys, we have found that sending out the survey under the client’s letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the City *may* be asked to make one follow-up to those municipalities that do not initially respond to the survey request.

GovHR will also incorporate a private sector data point from the Economic Research Institute (ERI) for certain positions.

Task 3: Salary Survey Analysis and Recommendations: Tabulate, summarize, and analyze comparative compensation information obtained through the survey. Our pay tabulations compare the City’s salaries for the surveyed positions with the average minimum and the average maximum of the survey data for each surveyed position, when possible. Data is displayed for each jurisdiction in each position and summarized in an overall table. This data is analyzed to determine the percentage difference between the City’s present pay for each class and the survey data.

- A. The Consultants will work with the City at the initial meeting to determine its policy with respect to compensation (i.e., 50th percentile; 75th percentile, etc.). Once this is determined, the Consultants will use the salary survey data to develop and recommend new salary schedules for the City's positions included in the Study. This process will include a recommendation regarding how employees are inserted into the new plan and how they move through the proposed pay plan (either via a merit system or defined merit increment plan), with recommendations for a specific performance-oriented program with respect to salary advancement through the new salary ranges. The salary schedules will outline what the specific percentages are between ranges and grades.
- B. GovHR will prepare a report that summarizes all aspects of the Salary Survey, including recommendations, methods, and guidelines for achieving the overall aspects of the Study.
- C. GovHR will recommend pay range options that are consistent with the City's pay policy and assign each position to an appropriate classification and pay grade based on internal equity and marketplace considerations.
- D. GovHR will provide an implementation plan and cost estimates of implementing the Study's findings and recommendations.
- E. GovHR will provide recommendations on keeping the plan current, equitable and up to date over the next ten years.

A breakdown of the cost and hours for this section of the Study is below:

- Study preparation and Project Meeting: 2 Hours
- Establishing Comparable Communities: 10 Hours
- Preparation of Salary Survey: 2 Hours
- Analyzing Salary Data: 12 Hours
- Establishing New Salary Schedules: 6 Hours
- Meetings to review Survey Data and Recommendations: 2 Hours
- Writing of Report, Final Report and Presentation: 8 Hours

Total Hours for the Salary Survey = 42 hours at a rate of \$150/hour, Total Cost for Salary Survey and Analysis: \$6,300

A NOTE ABOUT PROCESS CONSULTATION

We believe it is important to emphasize the nature of our approach and relationship with City management and staff during the course of our study. GovHR takes pride in employing the "process consultation" approach developed by the noted organizational development scholar and consultant, Edgar Schein of the Massachusetts Institute of Technology. In broad terms, process consultation emphasizes ongoing communication with the client during the engagement, a sharing of the diagnostic process and actively involving the client in generating and understanding remedies.

GovHR employs this approach by fostering an environment of open communication, understanding and objectivity. Our primary objective is to conduct a fair evaluation of

departmental operations and effectiveness. For this reason, we believe it is imperative during the study to develop an open and mutually supportive relationship between the project staff, management and departmental staff. While it is important that we maintain our posture of independence and objectivity during the study, it is no less important that City policy makers, management, and key staff be kept regularly informed of the progress and results of our inquiries. In this way, you can be confident that the study is proceeding according to plan, and more importantly, that it is accomplishing its intended objectives. Moreover, it has been our experience that this approach leads to the consideration of meaningful changes because of the study.

ASSISTANCE FROM CITY STAFF

The anticipated assistance from the City's staff is:

- Coordination of the consultant's meetings with City officials and City staff.
- Gathering of documents, not otherwise found on the City's website, as requested by the consultant.

TIMELINE

GovHR will work with the City of Shrewsbury on a mutually agreed upon timetable to establish the initial kickoff meeting date and project timeline. In general, however, GovHR is prepared to commence the study within three weeks of having been notified to proceed. The City can expect the project to be completed within 16 weeks of the project's kickoff date. The timetable for each component of the project has been noted on the previous pages.

DELIVERABLES

The City can expect to receive a draft report and final written report. The consultant will also meet with the appropriate City officials to verbally present and conduct an overview of the final report's findings.

At about the 14th week, City officials can expect a draft of the written report delivered in electronic format to the Interim City Administrator. Within a week of the City's receipt of the draft, the consultant will review the draft report with the Interim City Administrator, and others as determined by the City for input and reactions. Presentation of a draft report follows along the lines of our approach to process consultation, as described above.

At about the 16th week and depending on the extent of changes requested and mutually agreed upon, the consultant will deliver in a hard-copy and electronic version a final draft of the report. After receipt of the final report, City officials can also expect to meet with the consultant.

COMBINED COST PROPOSAL

In light of the two components outlined in more detail in the previous sections of this proposal entitled "Approach to the Project," GovHR is pleased to provide our combined proposed costs and expenses for the City of Shrewsbury organization/operational assessment and salary survey. The consultant's time is priced on estimated staff hours to complete the assignment as defined in this proposal.

A component for estimated reimbursable direct expenses is also included for consultant travel and associated activities. Together, these components comprise the projected fee. It is expected that the City will provide background information, office space, and access to City staff and officials while our staff is conducting the project.

We charge at a rate of \$150 an hour, and the projected number of hours to complete both components of the project is 127 hours. Accordingly, GovHR agrees to complete the study for a not-to-exceed fee of \$19,050. Expenses will be charged at a flat, not-to-exceed amount of \$2,500 for travel estimated at no more than two trips per each of two consultants. Accordingly, the total not-to-exceed fee for the project is \$21,550.

Summary:

Component 1 (85 hours), Organizational Assessment: \$12,750

Component 2 (42 hours), Salary Survey: \$6,300

Expenses (flat fee): \$2,500

Not-to-exceed grant total: \$21,550.

CONCLUDING REMARKS

GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the team assembled to conduct the assessment for the City of Shrewsbury is of the highest caliber and qualifications. Following your review of our proposal, and if you find it acceptable, please sign the Contract Acceptance below and return to our office via email at Jschmittgens@govhrusa.com.

GovHR hopes to have the opportunity to work with the City of Shrewsbury on this important project. We appreciate your consideration of this proposal.

Sincerely,



Judith Schmittgens
Corporate Secretary

ACCEPTED BY THE CITY OF SHREWSBURY, MISSOURI

BY: _____

TITLE: _____

DATE: _____



CHARLENE STEVENS



Ms. Stevens has over twenty years of experience in municipal management. Ms. Stevens has worked in both county and city government and her career covers work in urban, suburban and rural communities. Her career has spanned three states: Minnesota, Kansas and Pennsylvania.

Ms. Stevens has expertise in community and civic engagement, having started her career in neighborhood services and led community wide visioning and strategic planning efforts for two different communities. Ms. Stevens' strength is her ability to develop strong partnerships with multiple and diverse stakeholders. Through those partnerships, Ms. Stevens helps communities develop consensus and achievable plans.

Ms. Stevens' results-oriented management has included projects that have expanded parks and preserved greenspace in rapidly developing communities, developed a workforce training center for a large urban county, led downtown development plans for two communities and created mentoring and training programs for city staff. Ms. Stevens has appreciated the opportunity to mentor many young professionals, including helping to establish women's mentoring groups in three different communities.

PROFESSIONAL EDUCATION

- Master of Public Administration, University of Kansas, Lawrence, Kansas
- Bachelor of Arts, International Relations, Pomona College, Claremont, California
- Leadership Wichita Graduate

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program
- Instructor, ICMA Mid-Career Institute

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association (ICMA) – Current Member
- ICMA Task Force on Welcoming New Members - Chair, 2009 - 2015
- ICMA Task Force on Women in the Profession - Member 2012-2014
- ICMA Regional Vice President - ICMA Executive Board Member, 2003 - 2006
- ICMA Committee of Professional Conduct - Chair, 2006
- ICMA Conference Host Committee - Co Chair, 2002
- ICMA Conference Planning Committee - Member, 2001 and 2002

- ICMA Task Force on Small Communities - Member, 1999-2001
- League of Minnesota Cities (LMC) - Board Member, 2013 - 2015
- Coalition of Greater Minnesota Cities (CGMC) - Board Member, 2011 - 2015
- Minnesota City and County Management Association (MCMA) - Current Member
- MCMA Task Force on Women in the Profession - Current Member
- YMCA of Woodbury Community Board - Current Member and Board Vice Chair
- KUCIMAT President - University of Kansas, 2013 - 2014
- Willmar Area Rotary, 2011 - 2015
- Kansas Association of City and County Managers (KACM) - Member, 2006 - 2011
- Association of Pennsylvania Municipal Managers (APMM) - Member, 1997 - 2006

PROFESSIONAL BACKGROUND

Over 20 Years of Local Government Leadership and Management Experience

- | | |
|-------------------------------------------------|-----------|
| • City Administrator, Cottage Grove, MN | 2015-2018 |
| • City Administrator, Willmar, MN | 2011-2015 |
| • Assistant County Manager, Sedgwick County, KS | 2006-2011 |
| • Assistant Township Manager, Lower Gwynedd, PA | 1999-2006 |
| • Assistant Township Manager, Buckingham, PA | 1997-1999 |
| • Neighborhood Assistant, City of Wichita, KS | 1995-1996 |





RACHEL SKAGGS



Rachel Skaggs is a Senior Vice President with GovHR USA and has over 10 years of experience in local government management. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled multiple human resources functions.

Rachel Skaggs has over 10 years of experience in local government management in Illinois, including the Village of Montgomery, Village of Schaumburg and the City of Princeton. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled all human resources tasks.

Rachel is a native of Walnut, Illinois and a graduate of Bureau Valley High School. She possesses a Master’s Degree in Public Administration from Northern Illinois University in DeKalb, Illinois.

Rachel served as the City Manager for Princeton from 2015 – 2019. Princeton is an active City located two hours west of Chicago on Interstate 80. Princeton is unique in that it provides all their own city services including electric, water, sewer, garbage, cemeteries, and a city-owned hospital (one of two left in the State of Illinois). For a town of 7,800 people the City has a budget of over \$25 million. The community is known for its significant historic buildings, with two downtown districts placed on the National Register of Historic Places. During Rachel’s tenure for the City of Princeton she completed numerous projects, including creating utility policies, developing operating and capital budgets, streamlining human resource operations, consolidating utility billing, refinancing debt and successfully negotiating multiple union contracts.

Prior to her time with the City of Princeton, Rachel served as the management analyst for the Village of Schaumburg and for the Village of Montgomery. During her time as management analyst she was responsible for human resources tasks, capital improvement planning, budgets, special events, and community outreach.

Rachel is passionate about community engagement, diversity inclusion and volunteerism. Rachel has co-authored two articles that focus on women in government and the history behind the low number of women in executive level positions in local government. Throughout her tenure as a City Manager, Rachel developed committees and commissions to help lead the City forward and to increase community engagement and volunteerism. Rachel believes that cities and towns all over can succeed with community interaction, citizen involvement, diversity inclusion and trust.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Arts - English and Political Science, Northern Illinois University

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Presentation on Females in Local Government, ICMA Conference, Phoenix, Arizona (2012)
The Legacy Project
ILCMA
- Public Management Magazine article “Women Leading Government” co-authored with Heidi Voorhees
- Public Voices XIII No. 2. article “Advancing Women in Local Government: The Case in Illinois” co-authored with Dr. Kimberly Nelson

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association
- Illinois City/County Management Association
- Illinois Public Employer Labor Relations Association
- The Legacy Project
- Princeton Rotary Club

PROFESSIONAL BACKGROUND

- City Manager, Princeton, IL 2015 - 2019
- Management Analyst, Village of Schaumburg, IL 2012 - 2015
- Management Analyst/HR Manager, Village of Montgomery, IL 2009 - 2012



SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this 1ST day of AUGUST, 2020 (the “Effective Date”) by and between WASTE MANAGEMENT OF MISSOURI, INC., a corporation organized and existing under the laws of the State of MISSOURI (hereafter “Company”), and THE CITY OF SHREWSBURY, a municipal corporation created under the laws of the State of MISSOURI (hereafter “City”) (Company and City each a “Party” and collectively the “Parties”).

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

a. **“Applicable Law”** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

c. **“Bulky Waste”** means large household items that do not properly fit in the Customer’s Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4’x4’x2’) and weigh no more than one hundred (100) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor

rugs properly prepared (cut and bundled), mattresses, appliances, bagged clothing, and tires without rims. Bulky Waste excludes any Unacceptable Waste.

d. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-two (32), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

e. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

f. **“Construction and Demolition Debris”** or **“C&D Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

g. **“Customer”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

h. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

i. **“Food Waste”** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

j. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter and fits in the Organics Waste Cart utilized by the Customer. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, Christmas trees, and other forms of vegetative waste.

- k. **“Multi-Family Complex”** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).
- l. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.
- m. **“Organic Waste”** means Food Waste and Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.
- n. **“Overage”** is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container’s intended capacity such that the lid is lifted by at least [12] inches (or would be lifted by at least [12] inches if there was a lid), or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container.
- o. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.
- p. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.
- q. **“Rates”** means the fees to be charged by Company to Customers, and paid by Customers to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.
- r. **“Recyclables”** means the materials described as such in Exhibit B.
- s. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 3(c)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.
- t. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.
- u. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Customer, contingent upon confirmation of compatibility from Company.

v. “**Service Area**” means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Contractor is able to provide collection services in such additional area and except to the extent providing such services may be otherwise prohibited by law.

w. “**Single-Family Premises**” means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

x. “**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

y. “**Unacceptable Waste**” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The Term of this Agreement shall be for three (3) years commencing on SEPTEMBER 1st, 2020 (the “Commencement Date”), and expiring AUGUST 31st, 2023, with one (1) automatic extension of one (1) year, unless either Party gives the other at least 90 days’ advance written notice of the intention to terminate the Agreement at the end of the then-current term. Beyond the automatic renewal, the agreement may be renewed by mutual agreement and with to-be-determined pricing.

3. **COLLECTION SERVICES.**

a. **Exclusive Right; Exceptions; Enforcement.** The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection

Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(a)(i) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single Family premises shall not be permitted to share Collection Services under a single account.

i. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

ii. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

b. Containers.

i. At no cost, Company shall provide each Single-Family Premises with one 64-gallon Cart for Refuse, and one 64-gallon Cart for Recyclables. Additional carts will be available for a fee as set forth in Exhibit A. Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse, Recyclables, and Organic Waste generated by Dwelling Units therein, as determined by Company and the Customer. Company will own all Containers provided to Customers hereunder, unless purchased by Customer, and Customer shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace, at no charge to the Customer, any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes

unusable due to ordinary wear and tear. However, if a Container in the possession of a Customer is lost, stolen, damaged, or destroyed through no fault of Company, the Customer shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Customers will be responsible for maintaining the cleanliness of Containers, although Customers may request a Container exchange for the fee set forth in Exhibit A.

c. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. or later than 5:00 p.m.

ii. Recyclables shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. or later than 5:00 p.m.

iii. Organic Waste shall be collected from the curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. or later than 5:00 p.m.

iv. Bulky waste shall be collected from the curbside once per quarter on mutually agreed upon dates.

v. Christmas trees shall be collected from the curbside during the month of January on the resident's regular yard waste collection day.

vi. Company will provide complimentary solid waste and recycling collection services to all City owned facilities including those listed immediately below. Trash receptacles will be emptied twice per week or as requested by the City.

4400 Shrewsbury Avenue (Public Safety Building)
5200 Shrewsbury Avenue (City Hall/Community Center)
7309 Melbourne (Public Works Facility)
7407 Sutherland (Aquatic Center - Seasonal)

d. Contamination; Overage; Overweight.

i. Contamination. Company is not obligated to collect Containers which are contaminated. For purposes of this Agreement, a Container is contaminated when, based on visual or digital inspection, (i) a Recyclables Container has more than 10% non-Recyclables (volume or weight) or any amount of Unacceptable Waste, or (ii) an Organic Waste Container has more than 3% non-Organic Waste (volume or weight) or any amount of Unacceptable Waste.

1. If Company elects to not collect a contaminated Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other means of communication.

2. If Company elects to collect a contaminated Container, it may charge the Customer a Contamination Fee set forth in Exhibit A; provided, however, Company must have photographic evidence of the contamination (which will be provided to the Customer upon request). The Contamination Fee may be included on the Customer's regular invoice or billed separately. Company may dispose of the contents of a contaminated Container it elects to collect.

3. If there have been more than three instances of a contaminated Container in any 12-month period for a particular service (i.e., Recyclables or Organic Waste), and Company has photographic evidence of each instance, Company may (i) discontinue such service and remove the Container, (ii) deliver additional or larger Refuse Container(s), and (iii) charge the Customer the applicable Rate for the additional or larger Refuse Container(s) described in Exhibit A. The Customer may petition Company (by filing a Petition at the Shrewsbury City Center, with attention to the City Clerk) to reinstate such service, in which case they must pay any activation and Cart or Bin redelivery fees set forth in Exhibit A.

ii. Overage. Company is not obligated to collect Overage, unless caused by Company spillage of non-overloaded Containers during collection.

1. If Company elects to collect Overage, it may charge the Customer the Overage Rate set forth in Exhibit A; provided, however, Company must have photographic evidence of the Overage (which will be provided to the Customer upon request).

2. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), and Company has photographic evidence of each instance, Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

iii. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 64-gallon Cart). The Company shall provide notification to the Customer regarding each instance of non-collection.

e. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

f. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

g. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

h. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

i. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

j. Missed Pick-Ups and Complaints. All Refuse, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week day, conditions permitting.

k. Cleanliness. When in the performance of these collection services, the Company and its employees shall not misplace or scatter the receptacles, the lids, or any trash, recycling or yard waste contained within them upon any public place, or private street, alley or drive. The Company furthermore agrees to replace any receptacle or receptacle lid damaged by it and its employees must leave each collection location in a neat and clean condition. The Company will not be allowed to transfer solid waste, recycling, or yard waste from truck to truck in residential areas. In addition, the Company will not be allowed to store containers of any kind in common areas or in

the City's right-of-way without express written consent of the City. If an unsightly or unsanitary condition results from an action of the Company, the Company shall respond and correct the issue to the satisfaction of the City within four (4) hours of notification.

4. CUSTOMER BILLING; SERVICE RATES.

a. Customer Billing. The Company shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Single-Family Premises Customers shall be billed no less than quarterly, and Multi-Family Complex Customers shall be billed monthly. Customers may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. The Company may bill Customers a late payment fee, NSF check charges, reactivation and redelivery fee, as well as all costs associated with bad debt collection, as set forth in Exhibit A. Company may suspend or terminate service to Customers that become more than sixty (60) days past due, following fifteen (15) days' written notice to the Customer, and/or may place a lien upon the Customer's property, in accordance with Applicable Law. If such Collection Service is reactivated, Company may charge a reactivation fee and/or may require a deposit from the Customer, as set forth in Exhibit A. The City will provide reasonable assistance to Company regarding Company's billing and collection of amounts due from Customers, which may include timely notification to Company of changes in Customers (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Customer's adherence to the requirements of this Agreement.

b. Service Rate Schedule. Company shall provide the Collection Services described in Exhibit A for the Rates set forth therein, as the same may be adjusted in accordance with this Section 4.

5. DEFAULT AND TERMINATION

Except as otherwise provided in Section 8 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: ten (10) days from the receipt of the notice to cure any default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this

Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

6. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

7 SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

8. FORCE MAJEURE

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

9. INDEMNIFICATION

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including

but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

10. INSURANCE / PERFORMANCE BOND

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing

coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

Company shall also submit a performance bond to the City equal to the estimated first-year contract price on or before September 1, 2020.

11. MISCELLANEOUS PROVISIONS

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Missouri, Inc.
7320 Hall Street, St Louis, MO 63147
Attn: Paul Bickford

If to City: The City of Shrewsbury, Missouri
5200 Shrewsbury Ave, Shrewsbury, MO 63119
Attn: Jonathan Greever

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

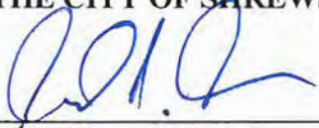
WASTE MANAGEMENT OF MISSOURI, INC.

By:  _____

Name: Kent Harrell

Title: Director of Public Sector Solutions

THE CITY OF SHREWSBURY

By:  _____

Name: Sam Scherer

Title: Mayor

ATTEST

By:  _____

Name: Jonathan Greever

Title: Director of Administration

**EXHIBIT A
COMPANY RATES**

Standard Service

Rates

Year 1: \$20.50

Year 2: \$22.00

Year 3: \$23.50

Year 4: \$25.00 (Option Year)

Senior discount available to residents aged 65 and older: 10%

- Including once per week trash, recycling, and yard waste collection.
- A 64-gallon refuse cart and a 64-gallon recyclables cart will be provided to all residents at no additional cost
- Trash and recycling must be contained within the cart
- Yard waste limits are 10 bags/bundles or 5 personally owned containers per week
- Includes quarterly bulk item collection event

Optional Services

- Additional trash and recycling carts and service can be acquired for **just \$2 per month.**
- Bulky waste may be scheduled for collection outside of the bulk item event for \$10 per item
- Appliances can be disposed of for \$25 each. Residents need to call to schedule collection in advance.

Miscellaneous Fees

- Container Exchange Fee: \$25 Per Cart Exchanged
- Contamination Fee: \$10 Per Instance
- Larger Refuse Container Fee: \$3 Per Cart Per Month
- Bad Debt Collection /Reactivation Fee: \$35
- Late Payment Fee: \$5

EXHIBIT B
RECYCLABLES SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

ADDITIONAL SPECIFICATIONS:

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or Bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or

regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Contractor reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value.

MEMORANDUM

TO: Diana Madrid, Mayor Travaglini, Elliot Brown

FROM: Tony V. Wagner
Public Works Superintendent

RE: 2023 Public Works Budget Amendment – Concrete Repairs

DATE: February 21, 2023

Diana,

During our many 2023 budget sessions, I had originally budgeted funds for street work such as concrete, asphalt, and chip seal. After removing the majority of those funds I needed to retain at least \$20,000-\$25,000 for any other kinds of street repairs that would come up during the year. Towards the end of our budget prep, I remember you calling me on a weekend asking me if those funds were to stay or go; not thinking, I stated that they should go. After receiving the final 2023 budget and going through it, I realized that I needed those funds for street repairs. I brought this to the attention of Mayor Travaglini and Elliot Brown and am now requesting a budget amendment to replace the \$20,000 for street repairs that was accidentally left off.

Sincerely,

Tony Wagner
Public Works Superintendent



VILLAGE OF GLEN CARBON

Jamie Bowden
Village Administrator
Village of Glen Carbon, IL

Village Administrator Bowden,

Thank you for the opportunity to provide you with a proposal to work with the Village in facilitating and developing a strategic plan. Arndt Municipal Support, Inc. prides itself on a tailored, personal approach to strategic planning for local government. I am able to adapt to your specific requirements for the project. It is a pleasure to provide the Village with a proposal for Strategic Planning facilitation.

UNDERSTANDING OF ENGAGEMENT – SUMMARY

The Village seeks to undertake a strategic planning process that will create a Strategic Plan clearly identifying the Mission for the Village of Glen Carbon and achievable goals that the Village can successfully pursue over the next three years.

The Strategic Planning process will include:

- A Project Kickoff virtual meeting with the Village Administrator
- A Pre-session brain-dump session for all participants
- A 6-hour Strategic Planning Session with all participants

CONSULTING FIRM BACKGROUND

Arndt Municipal Support Inc. is a public-sector management consulting firm specializing in meeting the needs of local government. All services are provided solely for public jurisdictions.

Arndt Municipal Support Inc. provides service to jurisdictions and agencies on a variety of contemporary issues, providing management, financial, human resources assistance, and planning assistance. The company opened in January 2021.

PROPOSED CONSULTING TEAM

President/CEO James Arndt will serve as the project manager.

REFERENCES

Strategic Planning Services

City of Paducah, KY
Assistant City Manager
Michelle Smolen
913-530-2654

Strategic Planning Services

City of Trenton, IL
City Administrator
John Marquart
618-224-7323

Strategic Planning Services

City of Arcola, IL
City Administrator
Bill Wagoner
217-268-4966

Comprehensive Planning Services

City of Mt. Vernon, IL
City Manager
Mary Ellen Bechtel
618-242-6815

Strategic Planning Services

Village of Savoy, Illinois
Village Administrator
Christopher Walton
(217)-359-5894

STRATEGIC PLANNING PROCESS

The following proposed scope of services assumes kick-off of the project in January 2023, with completion in February 2023.

PROPOSED SCOPE OF SERVICES

TASK 1

Outcome – Completion of Kickoff Meeting.

Description – Discussion with Village Administrator to review expectations, determine venue, identify participants, scope, methodology and timeline. Consultant will review the current Mission Statement and any current or previous strategic plans and goals for the Village.

Method and Timeline – Zoom Call in early January 2023.

TASK 2

Outcome – Pre-session Brain Dump Exercise.

Description – In this task, Consultant will develop and administer through electronic mail a brain dump exercise for participants to complete. The participants will be allowed 14 days to complete the exercise at their convenience.

Method and Timeline – Within 7 days of the completion of Task 1.

TASK 3

Outcome – A Strategic Planning Session with planning session participants.

Description – Consultant will facilitate a six-hour Strategic Planning Workshop that will be open to the public, based on topics identified by the Brain Dump Exercise and the Village’s other planning documents. Jim Arndt will guide the group to accomplish the following:

1. Mission Setting for the Village.
2. Goal-setting process.
3. Prioritization and Alignment process.

Method – Through group-decision making techniques, this step will seek to clearly define a mission for the Village and goals for the Village to be accomplished over the next three years.

At the end of this exercise, the group will:

- Draft a Mission Statement.
- Draft goal statements.
- Identify measurable objectives for each goal.

Timeline – On a mutually convenient date for your team in late January or early February.

TASK 4

Outcome – Refining the Goals and Objectives identified at the Strategic Planning Session; create Draft Report.

Description –

1. Consultant will prepare a written summary report of the session’s outcomes.
2. Working with the Village Administrator, the Consultant will work to refine the work done at the session, by using the following methods.

Method –

- Reviewing and refining the written goals and strategies the Consultant presents as outcomes from the session.

Timeline – Within one week from the conclusion of Task 3.

TASK 5

Outcome – Final written strategic plan that will include an Executive Summary submitted in electronic format to the Village. Consultant will present the final report to the Village at a regularly scheduled meeting of the Village Board.

Timeline – Within two weeks from the conclusion of Task 4.

NOT-TO-EXCEED FEES FOR THE REQUESTED SERVICES

- Task 1 – Preparation and Kickoff Meeting – 3 hours.
- Task 2 – Brain Dump Exercise – 3 hours.
- Tasks 3 and 4 – Strategic Planning Sessions, including preparation and on-site facilitation – 14 hours.
- Task 5 – Refining the Goals, Objectives, and Strategies; Draft Report – 10 hours.
- Task 6 – Preparation and presentation of Final Report – 6 hours.

- **Total Hours:** = 36 hours x \$125/hour = \$4,500
- **Expenses:** actual travel expenses incurred by consultant
- **Total Cost \$4,500 plus actual travel expenses.**

Billing

50% contractual fee, plus expenses incurred after Task 3 – On-site facilitation session.

50% Contractual fee, plus expenses incurred after Task 5 - presentation of Final Report.

Arndt Municipal Support, Inc. is driven by our three core organizational values: dependability, integrity, and enthusiasm. Arndt Municipal Support, Inc. exists to support local governments and I strive to provide value in every service I provide.

Following your review of this proposal, and if you find it acceptable, please sign the Contract Acceptance on the next page and return to my office via email to james@arndtmunicipalsupport.com. I appreciate your consideration of this Proposal.

Sincerely,

James W. Arndt
President/CEO
Arndt Municipal Support, Inc.

STRATEGIC PLAN DEVELOPMENT AND FACILITATION CONTRACT

Between the Village of Glen Carbon, Illinois and Arndt Municipal Support, Inc.

The Village of Glen Carbon agrees to have Arndt Municipal Support, Inc. conduct a Strategic Plan Development and Facilitation for the Village.

Total Project Cost for All Tasks Outlined in the Proposal: \$4,500 plus actual expenses.

The Village will be billed 50% of the Total Project Costs after the completion of Task 3 and the final 50% after the submission and presentation of the final report (Task 5).

ACCEPTED BY THE VILLAGE OF GLEN CARBON, ILLINOIS:

BY: _____

TITLE: _____

DATE: _____

ACCEPTED BY ARNDT MUNICIPAL SUPPORT, INC.:

BY: _____

TITLE: _____

DATE: _____



Additional Files Added 2/28/2023:

- 1.) BOA FLOCK Camera Q&A 1/10/2023
- 2.) BOA FLOCK Camera Q&A 1/24/2023
- 3.) CAMenn Memo RE: Defibrillators Bid Approval
- 4.) Resolution 2023-02 H MV Grant Agreement

Board Meeting Notes
Re: FLOCK Cameras
01/10/23

1. Alderman Schmelzle – General concerns with potential legal liabilities to the City of Shrewsbury.
Legal liability for City of Shrewsbury;
#9 indemnification
#10: City will comply with local and state laws
2. Alderman Schmelzle – If we pursue someone (not pursuit; but go after someone as a result of a FLOCK hit), is this an invasion of privacy? Is it legal without a warrant?
It is not an invasion of privacy. The PD runs license plates all day to ensure vehicles are properly registered. No personal information is given thru FLOCK. Officer have to run plate thru REJIS to determine specifics of the cases.
Warrant is not necessary to run license plates.
FLOCK does not run names; it simply reads the license plate and can recognize make/model of vehicle.
All plates read by FLOCK are maintained in a secure cloud that gov't agencies use as well for security. That information is only maintained for 30 days and is then purged. This resource provides a tremendous investigative tool for police agencies.
3. Alderman Odenwald – Has the City Attorney had a chance to review the contract?
Mr. Daming and Ms. Simms have had the opportunity to review Mr. McDermott's concerns. Ms. Simms said, "The information submitted by Mr. McDermott does not appear to be a legal brief. I'm not sure what's the source of the information Mr. McDermott supplied. Most appear to be from briefs or articles about FLOCK cameras. Not a single reference is made to Missouri law. I will note that the case that was cited most prominently was a Massachusetts Supreme Court case in which the Supreme Court of Massachusetts determined that the use of FLOCK cameras in that case did not constitute a "search" in the meaning of the Massachusetts Constitution and the 4th Amendment." She added that she "brought a copy of the Massachusetts case, which speaks for itself." Ms. Simms said she's "heard anecdotally very good things coming out of the use of these cameras and in light of what the Chief has described and the method in which it's being used, I'm not seeing search and seizure implications at that stage."
4. Mayor Travaglini – How much will this cost the City annually?
There is no cost for the first year, as the costs for installation and maintenance for the first year are covered by the Grant. It will be \$20,000 per year beginning the second year. Our initial agreement with FLOCK will be for 2 years, and then annually after that.
If we decide after that to stop using them, we will contact FLOCK and let them know. We will apply for grants annually to cover the costs of the cameras.
5. Alderman Peters – Recapping Drew McDermott's concerns with potential privacy issues and the storing/deleting of data.
Will discuss with FLOCK on the 24th.

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6. Alderman Peters – Echoing Drew McDermott’s concerns about no independent means of tracking the records.

Will discuss with FLOCK on the 24th.

7. Alderperson Reeves – Location of cameras? How close are they going to be to residential properties?

We want to put them at the entrance intersections for the City. Locations where vehicles enter Shrewsbury city limits

- Coming off wb I-44 @ Shrewsbury
- Laclede Station Road near Murdoch/Wilshusen area
- Lansdowne @ Murdoch Cut-off
- Big Bend @ Shrewsbury
- Laclede Station Road @ Big Bend
- Laclede Station Road near Georgetown Apartments
- Each end of Watson Road

These cameras will be stationary and will not be movable from one location to another.

8. Alderperson Reeves – Whenever you have an app, you have updated privacy policies. Would like to have an ordinance that requires prior notification to the City for any privacy policy changes as well as requirements for notification in the event of a security breach of the data.

Good idea. Any significant changes to cloud, or breaches, or sharing details will be presented to the Board and will be approved by the Board per incident.

9. Mayor Travaglini – How many other cities have Flock?

Arnold, Ballwin, Breckenridge Hills, Brentwood, Bridgeton, Byrnes Mill, Calverton Park, Clayton, Crestwood, Creve Coeur, Dellwood, Des Peres, Ellisville, Eureka, Farmington, Festus, Florissant, Glendale, Hazelwood, Herculaneum, Jefferson County, Kirkwood, Lake St. Louis, Manchester, Maplewood, Maryland Heights, Maryland Heights Visitor Center, Normandy, O’Fallon, Richmond Heights, St. Ann, St. Charles County, St. Louis County – Fenton, St. Louis County – Valley Park, St. Louis County – Wildwood, Sunset Hills, University City, Wellston, Wentzville, Wentzville Parks & Rec.

Webster Groves recently received a grant for cameras as well, however, the cameras have not yet been installed.

10. Alderman Peters – Wanted to reassure Drew McDermott that the Board will take this issue very seriously.

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(Alderwoman Reeves): What is the difference in the standard fee and the advance fee?

(Lisa Dunn): On MODOT right-of-way they require a specific pole, which is what that fee is

(Alderwoman Reeves): What is “Wing Replay”?

(Lisa Dunn): Another product of ours which is not included in Shrewsbury’s contract, but is another product we have.

(Alderwoman Reeves): Once we have the cameras and I believe it cost money to remove the cameras if we feel it’s necessary. Will it cost \$500 for each flock camera to be removed?

(Lisa Dunn): If you decided to remove before the 2 Year contract is up

(Alderwoman Reeves): Is our contract once a year?

(Lisa Dunn): Initial contract is 2 years and after that annually.

(Alderwoman Reeves): How many cameras to municipalities have on average in the St Louis area?

(JT): 10 to about 20

(Alderwoman Reeves): When it comes to user ID do you keep a log of who accesses the system?

(JT): Yes, every user that logs in the Flock Safety System gets a unique ID, and we keep a permanent audit trail, every keys stroke that they search when they enter into a search field, we know who the user is what time they search , what they search, all their search filters and their search reason for accessing the system.

(Alderwoman Reeves): Do the municipality have access to this system?

(JT): Yes, the city will have access to our full audit log and can pull anytime.

(Alderwoman Reeves): Would it be something the system be able to Sunshine?

(JT): I don’t know much about the Sunshine Law in MO, what you able to pull or not, that has to be worked out with the city attorney to see what is legally allowed to be pulled.

(Alderwoman Reeves): Who has the Flock Camera in Shrewsbury?

(Lisa Dunn): I know for sure Dierberg’s and I have to look up to find the other ones.
(MacKenzie Point)

(Alderwoman Reeves): Is it something I will able to opt out as a private citizen?

(JT): No

(Alderwoman Reeves): As a third party as a browser can I go to you and opt out as a user?

(JT): No

(Alderwoman Reeves): McKenzie Point does not have hot list, so how do they have license plates to track people?

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(JT): This is a great line of questions. Let me clarify a couple things. Nobody is being tracked. The devices take a picture of the back of a car as it drives by a fixed location. It's not spotting somebody like a GPS where it know all the patterns of all movements. Dierberg's has access to a search interface. So their security team can go in and search for a specific plate and download that piece of evidence to share with the police. The other thing they can do is share their cameras with the police thru and MOU (Memorandum of Understanding) and then the Shrewsbury Police at that point will have access a hot list alert. Dierberg's will never know if a stolen car drives by one of those cameras, but the police could know because they have a different access to software that private residents or commercial business does not have access to, only the Police Department does. So the police can leverage those Dierbergs cameras to see when a stolen car, amber/silver alert drives by those fix location, Dierberg's would never know that occurred.

(Alderwoman Reeves): What do you do to prevent abuse, in terms of a university setting, like doctors get flagged if you not allow to lookup or research your family members information? Do you do anything to anything to prevent people from tracking spouse or family?

(JT): Yes, we do Everything is audited in our system it is all available for the city to audit at anytime and to assure no abuse is taking place. Every single search in our system requires a particular reason for that search. Often time cities setup an associate a specific case number and that is a very easy way to audit those searches in the system. We encourage our cities to institute policies to define usage, and if it is being use per policies for law enforcement purpose and if it is being using for that purpose, so using the system illegally and be subject to disciplinary action. It is not our responsibility to police for those actions, but to make it hard to abuse our system and very important to make it easy to catch abuse and give that over to law enforcement to hold those people accountable.

(Alderwoman Reeves): Do you have sample policies to give out to the city of what you said?

(JT): Yes, absolutely

(Chief Vargas): We have policies on a every computer system we use -REJIS. If we run anyone just because we would be in trouble. We do random audits a lot if we find out someone is running a plate other than for law enforcement, there is disciplinary actions we go through, and that's with every computer system. There are consequences to that.

(Alderwoman Reeves): Are policies like that setup for electronic research or overall police for the department?

(Chief Vargas): We have electronic policies that I mentioned Rejis, as well as stand a-lone policies because there are other things involved with that. With this being new it will have a stand a-lone policy.

(Alderwoman Reeves): Who has access to the data, meaning multiple agencies like federal, state, local?

(JT): Your city determines and decide who has access, we do no have access to the flock safety system. We give the keys to your city, to decide who you want to share access. Your city decides 100% who they share with, data is owned by your city.

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(Alderwoman Reeves): As a private citizens would I be able to by a flock camera, I feel like my house is being broken into a lot? Would I be able to purchase one and have access to data?

(JT): Yes, you can purchase one that is how our company started by selling to neighborhoods and HOA. You Only have access to data by your own camera; you don't get access to any other data. You can share your data with Shrewsbury police department or whatever your local police agency is; but you do not get access back to any other footage.

(Chief Vargas): Let me clarify something. When you say "data", it's a picture of the plate. You will only get a picture of the license plate. You will not get anything about the plate, you will not know who it belongs to, you won't know if there's a hit on the plate. You will just get the picture of the plate. People are mistaking this for something like the red light camera where it's taking a picture of someone's face and then getting a ticket in the mail. That's not what this is. It is a picture of the rear of the car, picture of the plate. You're not getting any "hit" information at all as a neighborhood; you're just getting a picture of the rear of the car.

(Alderwoman Reeves): Can we see samples of what it looks like? Is there any geographical information whatsoever?

(Lisa Dunn): It will tell what camera it came from, we have access to other cities cameras, because we share that, they share with us. So we are able to take cars that have been stolen from parking lots and enter that plate in the FLOCK system. Then any time it passes a FLOCK camera, we will get a notification that "this" plate passed thru "this" camera, and will show a photo of the back of the plate with the location of the camera and time it went by the camera. The police will get that information, but businesses or residents with these cameras will not get that. We then have to verify that information thru other police systems to run that plate. It does not bring up names or other information about the plate owner.

(JT): JT brings up examples of what the photo of the back of a car looks like and what the camera looks like. He explains the device and what the picture looks like: Plate, Make, Color, Last visit, Seen (how many times it goes by that specific camera in 30 days). If you want to collect any data beyond 30 days, you can't because we permanently delete it. It is deleted after 30 days; that is our data retention policy by default. We are not collecting a large database of vehicles whereby we are storing it indefinitely and trying to sell it to third parties. We don't do that. We are in the business of helping cities collect evidence to solve crime, so we're giving them these details and these details only. As the chief mentioned earlier, we do not have any personally identifiable information within the FLOCLK Safety System. So we don't take a picture of the driver or the occupants of the car, we don't know who the registered owner is, we have no other third party data sources that are giving information back to police. We're taking a picture of the car and identifying the things that any human eye would be able to see as that car drove by.

(Alderwoman Reeves): Do you take pictures of the front of cars?

(JT): No. Our devices are set up to take pictures of the back of the car. We use what's called "machine learning" to identify what's in the frame; so we have trained the devices to see the back of the car, not the front of a car because taillights are very unique. When you see the

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taillights and you see the icon in the center, that helps our machine learning be able to identify the car. We have not trained them on the front of cars, so we don't get that. Additionally, many states do not require a license plate on the front of the vehicle, but all states require on the back of a vehicle. That's how we can stay consistent from state to state and city to city.

(Mayor Travaglini & Alderman Schmelzle): Speaking of sharing with other municipalities, and I asked this question last week but I think it bears repeating, how many municipalities do you have as customers, and how long has FLOCK been in the St. Louis area?

(Lisa Dunn): I started about 2 ½ years ago, and that's when the cameras came into the metro area. We have 30-40 municipalities in the St. Louis metro area.

(Mayor Travaglini): So the sharing of information can be very valuable because you've got a lot of agencies.

(Lisa Dunn): Oh, absolutely. The number of crimes that have been solved, even including kidnapping cases. Flock Safety has definitely been able to assist in those kinds of cases to be able to find missing children or a missing person. For instance, The District in Chesterfield has cameras. They had a missing person reported and they were able to track them to those cameras; and luckily they were able to do so because the person was in medical distress and police were able to get an ambulance to them quickly. There's a lot of positives that come from these systems, as well as being able to solve and prevent crime from happening. Another city further south had received an Alert on a camera from a stolen vehicle. The police agency was able to respond to the area and caught suspects in the act of breaking into another car, attempting to steal it. So that car theft was prevented because officers were alerted to the stolen vehicle involved.

(Alderman Schmelzle): The reason I wanted to know how long you've been in St. Louis is that I just wanted, on a legality matter, to know what liabilities we (the City) have. In know in Section 10, under miscellaneous compliance laws; it just seems like the agency, which we would be the "agency" are totally responsible for any breaking of laws and Flock would be indemnified from many of those things, so I want to know is there any kind of legislation or any kind of laws now that you know of that cities are going through?

(Mike Daming): Not in Missouri. But if I can just say, I looked at this brief that was submitted (by Mr. McDermott), which I respect and think was well written. I think it's incumbent on your Council to advise you if there's something that's plainly unconstitutional for you to consider legal. There's policy implications for you to consider and there's legal implications for you to consider. I don't advise you on policy. From a legal perspective I don't think it's fully without merit, but I do think the better argument is that we would pass Constitutional muster. I don't think there's a reasonable expectation of privacy or a state actor involved that would carry the weight and make this plainly unconstitutional, so I do not think it passes that threshold. So from a legal perspective, I do not think that that would be the reason that you would decline to adopt this policy at this point.

(Alderman Schmelzle): One comment was made about doing a search without a warrant, and that would be, if we don't have grounds for that... but that doesn't sound like this.

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(Mike Daming): Yeah, those are; from a legal perspective, I see these arguments and they strike me as arguments that would be raised by a defense counsel on behalf of his client who would be apprehended as a result of use of this technology.

(Alderman Oldenwald): We heard a few success stories regarding this equipment. Have you had any failures? You know, wrongly reported license plates or things of that nature? You already answered the legality question I was going to ask. Another question though. How different are these cameras than say was a toll road or like an expressway would be, because travelling now a lot of toll roads you just fly thru and they send you a bill in the mail and you pay it. So are they comparable to that or is there anything different in the technology?

(JT): Yes. There are quite a few differences in the technology but you're right to think of them as similar technologies... these are cameras taking pictures of cars. The biggest difference is that we use machine learning, so we have trained the system to identify the type of the vehicle based on the picture that it sees in that moment. The difference is that the toll cameras are taking a picture of the license plate then they're running it against DMV records and then that's how they're sending it to you in the mail through the Department of Revenue. That's typically how it works. We're not connected to those systems (DOR/DMV) or their servers. We also don't do the look-up of license plate numbers to match the car. That's typically how those systems work. So they see "ABC123", and they are matching that number and what they think is the state of that license plate back to DMV records, and that's how they're coming up with the car and registered owner. We don't do that. We take a picture of the car, and we just show that information that we see in that picture that a human eye can also read and we give that information to the police; and that's it. So that's the biggest difference there.

(Alderman Peters): Mine is actually under what I would define as misreads. I think you answered some of it but if you can go a little further into the misreads. Do you have misreads?

(JT): Yeah, like any system I would tell you that it never going to be 100% accurate 100% of the time. That being the case, the difference with what we do at Flock is that we show all of those frames of pictures themselves to the police. In fact, part of the policy that we recommend would say these actually need to be double verified before you take action. The picture alone is actually not grounds for creating probable cause on its own. You actually need to establish that beyond just the picture of the car itself that a Flock camera would provide. What we provide you is a picture of the back of the car. It's one piece of evidence, one lead, that police then need to use to verify the information before they can take action. That's typically how they're trained to do it anyway is to verify information before they take action. So our recommendation is always to see the picture, call dispatch, verify that this is actually a car that they are looking for or that it's the suspect vehicle before they take any sort of action.

(Alderman Peters): Just out of curiosity, I'm a pretty strong believer in checks and balances. Who oversees you guys? When you say that you deleted in 30 days, who oversees you?

(JT): Yeah, so we've been independently audited by the New York University Project, as well as we open ourselves up for anybody to scrutinize it. So you can actually go into our system right now and be able to see it through the MOU process. Chief could actually show you this

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at a later time if you wanted to show a demonstration to anybody who wants to see it. In fact Lisa (Dunn) can show you this too. You could perform a search in our system and there is no data beyond 30 days; it's permanently been deleted. So you can go and try to find something from November or October of last year, and there's no data there. It simply doesn't exist. We've been independently audited as well as we can just prove it to you and show you ourselves.

(Alderman Peters): And that ties me to my next one about deleting. I think everyone here has probably deleted something from their phone or their computer, and then guess what, we have to go into the "deleted" and delete the deleteds. So I'm just trying to inquire to make sure I have a deep understanding. To me it's again the checks and balances. I think that some of the comments that you've made pretty much come back to the agency, which is Shrewsbury essentially, right, responsibility would be here. So before any kind of further process for me, I think we need our own internal guard rails I guess you could say. Because I was even looking at page 24 on this one and I noticed again that it was going to be deleted after 30 days and then it also said you guys have here within your contractual agreement that any relevant government agencies that you can transmit, that you can have them view, you can do a variety; I guess that would be the agency meaning Shrewsbury could do that. I'm not sure how comfortable I feel with that, sharing with others in that capacity. It's one thing to utilize it for violators that might be coming thru Shrewsbury because they've been tagged because of a stolen car or because of other purposes. I get the purpose is to help each other thru this, I'm just trying to put some kind of rails on.

(Vargas) Again, we're not sharing who the plate is registered to. It's just other law enforcement agencies being able to see a plate that went thru Shrewsbury at this time, then Maplewood at this point and time, then Richmond 'Heights and it's hitting all these cameras as it goes. We're giving them access to be able to look for the cars they're looking for.

(Alderman Peters): Got it. And so I think I would like to read that a little further into some of the documentation. I don't disagree with what you're saying. It kind of like the facial recognition point, so whether we all know it or not, when you walk into a big box place, you're getting facial recognition now. The point being is, they can't tag a name to that per se, you got to be tagged as a number so that there's no profile points that are associated with them. But from my understanding from what I've researched myself on this, so I know it's a different scenario, but I'm trying to bridge that: license plate, you're just trying to tag a time and place on where they're heading towards as far as that goes.

(Alderman Peters): I did notice the \$500 termination fee. I'm glad you were able to address that, because that was something that stood out to me. I hate termination fees personally. I still think I'd want to know relevant government agencies and if it's for our police department, I'm all about it. If it's for all their sharing points..

(Chief Vargas) What do you mean relevant? Do you mean who we allow to look at the photos taken by our cameras?

(Alderman Peters): Who determines they're relevant?

(Chief Vargas): For us it would be other law enforcement agencies. It's not going to be anyone other than that.

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(Alderman Peters): Let me just double-check one last thing here. I think it was 10.7 that I was identifying as well. Under “Publicity”, I would probably make sure that there was any move that we... it just says that Flock has the right to reference any use of agencies names and trademarks, as well as the nature of the services provided hereunder. I don’t know if I’d like our information of any sort of any way being publicized or utilized. I don’t know a flyer, or I don’t know what they’d use it for. I’m just saying I don’t know how I feel about it.

(Chief Vargas): Probably to present like I did to you the name of agencies that have Flock cameras, they would be able to tell other agencies that we’re one of those agencies that has Flock. I got that from them because we are able to share that.

(Alderman Peters): We can define. That’s a name versus being on a front page of a detail piece. I want to differentiate those. That’s where those guard rails comes in for me. Just telling you.

(Mike Daming): We could address Alderman’s concerns and some of the other concerns can be addressed as part of the “Subject to Use” policy that we can pass in conjunction with approval of this contract.

Hear Citizens: (2)

Drew McDermott: Most of you have already received the Electronic Frontier Foundation and the policy brief that I put together. Also contacting the ACLU, the policy PDF that they had regarding Flock. My questions really start, I’ll cut it to time.

#1 we have a cost here of \$2,500 per camera covered by a grant this time around, \$300 curb camera installation as I had understood it from reading the literature. But I think this is more of a total cost of ownership here rather than just the initial cost. And I think that the Board really needs to have some consideration looking at the budget that we currently have been struggling with. For instance, if I look at Clayton, who has 8 cameras currently and then they have 3 citizens cameras, and they actually put together a community camera program and they had to hire one full-time equivalent to cover the cameras that they had and everything that went on with it including, which I was really concerned about, when I read the Flock privacy thing, I understood that there was a Flock safety list where citizens could opt out of having their plates reported, and that was one of the functions. Training was training of the staff, not just creating a policy, but actually having training on how to use it, when to use it, and all those things. Ongoing technical support. I mean essentially it’s an Android device that’s using some kind of LTE connection up to an AWS cloud that’s all a lot of technology there so there’s more than just I’m going to put them up and set it and forget it. So there’s got to be ongoing technical support. Also looking through a lot of Flock literature I noticed that there were a lot of other add-on services in there including still image scanning, some of the other features they want to do with the gunshot and other “sound recordings” and other things that are potential add-on services, so I just am a little leery of the idea that a single brand is going to cover us based on the total cost of ownership of the cameras overall. That’s one set of points.

#2 the 30 days. Coming from a hardcore technology background, I’m a little suspect on the 30 days as a whole, right. What defines data? Because the company as a whole is consuming, I’m assuming, all these pictures as did in a database and you know the blobs

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and stuff in the database, but the AI and ML is where the money's at. That's the monetization that really comes from it and that's what the company's really getting their bread and butter from, so when they say they delete the data, I'd be very curious to understand do they just delete all of that raw data or are they also deleting the machine learning, because then when I look at what they talk about with these vehicle fingerprints that includes bumper stickers, make, model, color of the car, includes dents on the car, or rims and then it can do things like well this car was always in the same vicinity as this car so obviously they're together, or when they pass through because there are not just GPS tracking, which they said doesn't happen, which is correct, but if you look at the cameras and do time stamps on the camera, you're essentially creating it, especially talking about 40 other municipalities and that that are using it if I collect that data and I create a blueprint, it's a GPS track of what you're doing. So I just really would like to know a whole lot more about what that means when they say that they are "flushing the data". And it is a policy by Flock and it is implemented through software, as I understood but I could be wrong, but reading their stuff, but there's no adherence to tomorrow saying, "Yeah, we're not gonna do that" or we're going to change our policy" or "Now that we've gotten so many municipalities on it and our business model is changing, we're gonna do something different with it." Or with their AI and Machine Learning that they're putting together they're going to sell that and monetize that. So there's a lot more to it than just saying after 30 days it's deleted.

And then when I look at some of the citizen protection right, I'm wondering would the board and would the police department be open to some of the um the ACLU has a really good cops that they have where it allows citizens to you know monitor and access and do all that to make sure that things are compliant because Flock might have some default policies that I've seen, but if we really look at, you know, PI, you might say it's not PI app, but I think we could really extract personally identifiable information from the data that's collected, right. So this access quality, there's a whole bunch of other things not just a single good use policy but the implication that something happens, what's the repercussion if something happens? So I think there's a lot more to it than that and the ACLU has an entire policy where 22 to 72 counties like 17 million people that are involved in this and I've got a nice program here that I can also attach that talks about that policy. So if we do go down this path, which I'm obviously not a big fan of, I didn't want to live in a gated community and I don't like having an electronic fence doing the same thing, but I'd like to think that we might have a different set of policies where citizens are more involved and that there's an oversight versus just this type of collection.

And then I also want to say that although there's some legal questions, you know, as early as February of 2022, HR 2705 in the Missouri House was actually going after red light cameras, automated license plate renewals. I mean red cameras and a number of other electronic surveillance by police resources. It didn't make it out of committee, but it was in committee, I can't remember the name of the representative now that putting that stuff together in the House, but it's still active and I look right now, just a very cursory look, we had a lieutenant in the department in Colorado recently arrested for using Flock cameras to track his ex-wife. I have at least five other stops that people were stopped and because it was considered a felony stop, people were stopped at gunpoint for incorrect information and in turn sued the departments. And the same data that Flock uses is a criminal. It's the same, I'm also a gun dealer so I'm tied to the National Criminal Check System, and it's the same data in the background that they're using and that according to the FBI last year had a 27.5%

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false positive rate on it. So even if they can talk about the camera getting the license plate correct, it's that check in the background still leveraging that data that even the FBI's data says is 27.5 percent inaccurate. And we're opening that up and I'm just not very comfortable with that. And I'll drop it and we won't go any further than that, but those are my points right now. Thank you.

Dane Williams: It would be great to have a detailed list of communities, including how many cameras each is operating and statistics on how the system has helped.



Office of the Fire Chief

To: Mayor and City Council
From: Fire Chief Chris Amenn
Date: February 27, 2023
Re: Capital Replacement of Cardiac Monitor Defibrillators

In FY 2023 Budget we included \$85,000 for replacement of two Cardiac Monitor Defibrillators and one Automatic External Defibrillators.

There are three monitor defibrillators manufacturers that we can use Phillips, Stryker (formerly Physio Control), and Zoll. All are sole source manufacturer suppliers.

The department put together a committee to evaluate Cardiac Monitor Defibrillators. One manufacturer, Phillips, was thrown out because their units are not a single piece cardiac monitor defibrillator which is a need determined by our EMS committee. We received bids directly from the two companies that met our needs.

Stryker for a total cost of	\$102,252.08
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Zoll Medical Corporation for a total cost of	\$ 81,344.30
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During the Evaluation period Zoll Medical was determined to be the manufacturer that would best suit the department's needs. The Zoll units are also available on a state purchasing contract through Savvik purchasing which meets the suggestion of our ordinance to purchase off of available group purchasing contracts. It is requested that the board approve the purchase of Cardiac Monitor Defibrillators and Automatic External Defibrillators for a not to exceed amount of \$85,000



Shrewsbury LifePak 15 (2) and LifePak 1000 (1)

Quote Number: 10639553

Remit to:

Stryker Medical

Version: 1

P.O. Box 93308

Prepared For: SHREWSBURY FIRE DEPT

Chicago, IL 60673-3308

Attn:

Rep:

Katie Spitzer

Email:

katie.spitzer@stryker.com

Phone Number:

Quote Date: 01/25/2023

Expiration Date: 01/31/2023

Delivery Address

End User - Shipping - Billing

Bill To Account

Name: SHREWSBURY FIRE DEPT

Name: SHREWSBURY FIRE DEPT

Name: SHREWSBURY FIRE DEPT

Account #: 1196467

Account #: 1196467

Account #: 1196467

Address: 4400 SHREWSBURY AVE

Address: 4400 SHREWSBURY AVE

Address: 4400 SHREWSBURY AVE

SHREWSBURY

SHREWSBURY

SHREWSBURY

Missouri 63119-2815

Missouri 63119-2815

Missouri 63119-2815

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001958	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	2	\$34,257.88	\$68,515.76
2.0	41577-000290	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment; Temperature Adapter Cable, 5ft	2	\$0.00	\$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$461.60	\$1,846.40
4.0	11171-000049	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$597.60	\$1,195.20
5.0	11171-000050	Masimo Rainbow DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3 FT. For use with RC Patient Cable.	2	\$657.60	\$1,315.20
6.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	2	\$68.00	\$136.00
7.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$314.40	\$628.80
8.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$56.80	\$113.60
9.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$80.80	\$161.60
10.0	11160-000011	NIBP Cuff-Reusable, Infant	2	\$21.60	\$43.20
11.0	11160-000013	NIBP Cuff-Reusable, Child	2	\$24.80	\$49.60
12.0	11160-000015	NIBP Cuff-Reusable, Adult	2	\$29.60	\$59.20
13.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$34.40	\$68.80



Shrewsbury LifePak 15 (2) and LifePak 1000 (1)

Quote Number: 10639553

Remit to: **Stryker Medical**

P.O. Box 93308

Version: 1

Chicago, IL 60673-3308

Prepared For: SHREWSBURY FIRE DEPT

Rep: Katie Spitzer

Attn:

Email: katie.spitzer@stryker.com

Phone Number:

Quote Date: 01/25/2023

Expiration Date: 01/31/2023

#	Product	Description	Qty	Sell Price	Total
14.0	21996-000109	Titan III WiFi Gateway	2	\$1,207.00	\$2,414.00
16.0	99425-000025	LIFEPAK 1000 ECG Display w/Carry Case. Incl at N/C: Battery 11141-000156, Carry Case Strap 11425-000012, 2 pr/unit QC REDI-PAK Electrodes 11996-000017, 3 Wire Monitor Cable 11111-000016, Acc Pouch 11111-000016	1	\$3,078.78	\$3,078.78
17.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	1	\$0.00	\$0.00
Equipment Total:					\$79,626.14

ProCare Products:

#	Product	Description	Years	Qty	Sell Price	Total
15.1	78000639	ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	6	2	\$10,704.90	\$21,409.80
ProCare Total:						\$21,409.80

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,216.14
Grand Total:	\$102,252.08

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



ZOLL Medical Corporation

269 Mill Road
 Chelmsford, MA 01824-4105
 Federal ID# 04-2711626

Phone: (800) 348-9011
 Fax: (978) 421-0015
 Email: esales@zoll.com

Quote No: Q-19795 Version: 2

Shrewsbury Fire/ EMS
 4400 Shrewsbury Ave.
 Shrewsbury, MO 63119

Quote No: Q-19795
 Version: 2

ZOLL Customer No: 2979

Issued Date: January 9, 2023
 Expiration Date: March 31, 2023

Chris Amenn
 (314) 645-5077
 camenn@cityofshrewsbury.com

Terms: NET 30 DAYS

FOB: Shipping Point
 Freight: Prepay & Add

Prepared by: Jason Fenton
 EMS Territory Manager
 jfenton@zoll.com
 314-757-1974

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	1146055	601-2231011-01	<p>X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, CPR Expansion Pack</p> <p>Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	2	\$45,343.00	\$32,816.40	\$65,632.80
2	1146055	8000-0895	<p>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</p>	2	\$173.00	\$129.15	\$258.30



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Shrewsbury Fire/ EMS
 Quote No: Q-19795 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1146055	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	2	\$278.00	\$206.93	\$413.86
4	1146055	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	2	\$957.00	\$713.69	\$1,427.38
5	1146055	8000-0580-01	Six hour rechargeable Smart battery	4	\$890.00	\$426.19	\$1,704.76
6	1146055	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$3,073.00	\$2,290.68	\$2,290.68
7		8778-89044-WF	<p>X Series - Worry-Free Service Plan - 4 Years On-Site At Time of Sale</p> <p>Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. • BATTERY REPLACEMENT PROGRAM - Batteries must be maintained per ZOLL's recommended maintenance program. - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.</p>	2	\$7,425.00	\$6,682.50	\$13,365.00
8	1146055	8300-000676	OneStep Cable, X Series	2	\$506.00	\$376.90	\$753.80
9	1146055	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	2	\$438.00	\$332.56	\$665.12
10	1146055	8000-0860-01	AED Pro non-rechargeable lithium battery pack	1	\$181.00	\$126.00	\$126.00
11	1146055	8000-0838	AED Pro ECG Cable AAMI	1	\$181.00	\$126.00	\$126.00
12	1146055	90110200499991010	<p>AED Pro® Semi-Auto/Manual</p> <p>Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five year factory warranty, limited lifetime outer housing warranty.</p>	1	\$4,175.00	\$2,580.60	\$2,580.60



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Shrewsbury Fire/ EMS
Quote No: Q-19795 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
13		7800-0415-61	LP 15 12-Lead Version 1 & 2 Trade In Allowance See Trade Unit Considerations.	2		(\$4,000.00)	(\$8,000.00)

Subtotal: \$81,344.30

Total: \$81,344.30

Contract Reference	Description
1146055	Reflects PSAI/Savvik 2021 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in PSAI /Savvik Buying Group Contract No. 2021-06 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through March 31, 2023 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting www.zollwebstore.com.

RESOLUTION NO. 2023-02

A RESOLUTION AUTHORIZING THE BOARD OF ALDERMEN AND MAYOR TO EXECUTE A GRANT APPLICATION ON BEHALF OF THE CITY OF SHREWSBURY WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY DIVISION FOR HAZARDOUS MOVING VIOLATION ENFORCEMENT

WHEREAS, it has been determined that there is a safety need in the City of Shrewsbury for additional enforcement of hazardous moving violations in the City of Shrewsbury; and

WHEREAS, the Missouri Department of Transportation (MoDOT) has a Highway Safety Program dedicated to reducing traffic accidents caused by hazardous driving; and

WHEREAS, this program allows for entities to apply for 100% non-matching grant funds for Shrewsbury Police overtime hours worked to support traffic enforcement efforts on high volume roadways within the City of Shrewsbury’s jurisdiction; and

WHEREAS, a condition of the grant application requires the Board of Aldermen and Mayor to agree to participate in Missouri’s Highway Safety Program and also to make a dedicated attempt to continue traffic enforcement efforts when MoDOT funding is no longer available; and

WHEREAS, the Board of Aldermen of the City of Shrewsbury believes the best interests of the public would be served by making an application;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHREWSBURY, AS FOLLOWS:

Section 1. The Board hereby directs that a project proposal be prepared and submitted to the Missouri Department of Transportation Highway Safety Division for Law Enforcement Grant for the Cost of Hazardous Moving Violation enforcement.

Section 2. The Board and Mayor are hereby authorized to sign and execute Exhibit “A”, attached hereto and made part hereof as if fully set for forwarding the application for a grant under the Highway Safety Division.

PASSED & APPROVED THIS _____ DAY OF _____ 2023.

Mike Travaglini,
Mayor

ATTEST:

Elliot Brown
Acting City Admin./City Clerk



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

CITY COUNCIL AUTHORIZATION

On Tuesday, February 28, 2023 the Council of the City of Shrewsbury
Board of Alderpersons held a meeting and discussed the City's participation
in Missouri's Highway Safety Program.

It is agreed by the Council that the City of Shrewsbury
will participate in Missouri's Highway Safety Program.

It is further agreed by the Council that the Chief of Police will investigate the
financial assistance available under the Missouri Highway Safety Program for
Traffic Enforcement and report back to the Council his/her recommendations.
When funding through the Highway Safety Division is no longer available, the
local government entity agrees to make a dedicated attempt to continue support
for this traffic safety effort.

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Council Member

Mayor