

NOTICE OF A WORK SESSION OF THE BOARD OF ALDERMEN

Tuesday, January 23rd, 2024 at 6:00 p.m.

Notice is hereby given that a Work Session of the Board of Aldermen of the City of Shrewsbury, Missouri, will be held on January 23rd, 2024 at 6:00p.m. **both** in person at Shrewsbury City Hall, Aldermanic Chambers, 5200 Shrewsbury Ave, Shrewsbury, Mo 63119, and by teleconference on Zoom.

Join Zoom Meeting:

<https://us06web.zoom.us/j/89698861812?pwd=a7D0STTObPkfFeb8YIZfZC9SiklbRZ.1>

Meeting ID: 896 9886 1812

Passcode: 724785

A. Roll Call

B. Consent Agenda: Approval of Minutes

a. November 14, 2023 Regular Session Pages 3-4

b. November 28th, 2023 Work Session Pages 5-6

C. Hear Citizens #1: Pre-Submitted Comments

D. Ordinances for Consideration: (1st, 2nd, & Final Passage)

a. **Bill No. 4005:** STP 4901 City Contractor Agreement Approval Pages 7-12

b. **Bill No. 4006:** AN ORDINANCE REVISING CHAPTERS 120 AND 125 OF THE CITY OF SHREWSBURY MUNICIPAL CODE PERTAINING TO MUNICIPAL COURT OPERATIONS *(Pages 13-22; Red Line Changes Pages 23-33)* Pages 13-33

c. **Bill No. 4007:** FLOCK Contract Approval Pages 34-53

d. **Bill No. 4008:** Police Officer Conditional Hire Approval Pages 54-56

E. Old Business

- Discussion & Finalization of Town Hall Dates

F. New Business

- Annual Board Authorization of Shrewsbury PD Participation in MO Highway Safety Program Pages 57-58

G. Hear Citizens #2

H. Closed Session

A closed session (Closed Meeting, Closed Vote & Closed Record) will take place at the end of this scheduled Board of Aldermen Open Meeting. Such Closed Meeting with Closed Vote and Closed Record will take place in the Aldermanic Conference Room and said Meeting, Vote and Records will be closed pursuant to RSMo. 610.021 (3, 13).

I. Adjournment

All interested parties are invited to attend.

The City of Shrewsbury is working to comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation (sign language interpreter, listening device, an accessible location, etc.) to attend a meeting should contact City Hall, 647-5795 V or use Relay Missouri 1-800-735-2966 TDD, at least 48 hours in advance and communicate their needs.



CITY OF SHREWSBURY, MISSOURI

PUBLIC MEETING PROTOCOL AND RULES OF DECORUM POLICY

Approved 10/10/2023 by Resolution No. 2023-04 (As Amended)

I. PROTOCOL FOR PUBLIC MEETINGS (BOARD, ADVISORY BOARD/COMMISSION, OR OTHER)

Compliance with the Policy is expected for all individuals (including elected officials, staff, members of advisory boards and commissions, and citizens) attending and speaking at public meetings. The Policy may be referenced by the Mayor or Board or Commission Chairperson (hereinafter “Presiding Officer”) at the beginning of or at any time during each public meeting.

- a) The Hear Citizens agenda item is an opportunity for constructive public comment, and all are encouraged to participate.
- b) Any interested party wishing to address the Board in person shall first provide their name and address on a form provided by the City Clerk and located at the entrance of the meeting location.
- c) Pre-submitted written comments to be read by the City Clerk during the first Hear Citizens comment period shall be limited to 300 words (at the discretion of the Presiding Officer).
- d) Interested parties will be recognized by the Presiding Officer in the second Hear Citizens comment period and shall speak from the podium, state their name and address, and speak in a civil, non-argumentative, and respectful manner.
- e) Any interested party wishing to address the Presiding Officer remotely on Zoom during the second Hear Citizens comment period shall select ‘Raise Hand’ on their device.
- f) Each speaker recognized by the Presiding Officer will be provided three (3) minutes to comment during the second Hear Citizens comment period.
- g) In the interest of preserving time, speakers should limit repetitious comments, and where appropriate, acknowledge agreement with a previous speaker’s comment or position.
- h) No official action of the Board or Advisory Board/Commission will be taken on items presented during a Hear Citizens comment period. All items will be referred to City staff for further research and discussion.
- i) The Policy may be posted in the meeting room and on the City website.

II. RULES OF DECORUM

- a) Speakers shall address all comments to the Presiding Officer and not to individual members of the Board, staff, advisory board/commission, or audience.
- b) The Presiding Officer, and members of the Board, staff, or advisory board/commission will not enter into a dialogue, answer questions, or debate with citizens. Questions from members will be for clarification purposes only.
- c) Speakers will refrain from accusatory, argumentative, insulting, ad hominem, or combative commentary.
- d) Clapping, applauding, heckling, or verbal outbursts in support of or opposition to an individual that is speaking is disruptive and may result in removal from the meeting.

III. ENFORCEMENT OF THE RULES OF DECORUM

- a) The Presiding Officer is responsible for maintaining order. Failure to abide by this Policy may result in a verbal warning by the Presiding Officer.
- b) Following such a warning, the individual may continue if they do so in accordance with this policy.
- c) If, after such a warning the individual fails to comply with this policy, the speaker may be directed to end their comments or otherwise cease the behavior.
- d) If the individual does not do so, they may be subject to removal from the meeting room.

**CITY OF SHREWSBURY
REGULAR MEETING OF THE
BOARD OF ALDERMEN &
JOINT SESSION WITH THE
FINANCE COMMISSION**

November 14th, 2023

An open meeting of the Board of Aldermen of the City of Shrewsbury, Missouri was held at 6:00 p.m. on November 14th, 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	Keith Peters
	Alderman	John Odenwald
	Alderman	Presley Barker
	Alderman	Michael Schmelzle
	Alderperson	Bette Welch
	Alderman	Greg Lauter

Also Present:	Fire Chief	Chris Amenn
	City Clerk	Spencer Owens
	Director of Parks & Recreation	Chris Buck
	Director of Administration & Finance	Diana Madrid
	City Attorney	Mike Daming
	Police Chief	Lisa Vargas
	Public Works Superintendent	Tony Wagner
	Finance Commissioner	Ed Purvis
	Finance Commissioner	Grace Kincaid
	Finance Commissioner	Amie Koenen

Roll Call

Mayor Travaglini called the meeting to order, and City Clerk Owens commenced with the roll call. A quorum was present for the transaction of City business.

Hear Citizens #1: Pre-Submitted Written Comments on Agenda Items

Approval of Minutes

Mayor Travaglini asked for a motion to approve the minutes from the October 10th, 2023 Board of Aldermen Regular Session. Alderman Peters made the first motion, followed by Alderperson Welch's second. The motion passed unanimously.

Bill 4002:

AN ORDINANCE REVISING AND READOPTING SECTION 105.020 RELATING TO CONFLICTS OF INTEREST.

The motion for a 1st reading was made by Alderperson Welch and 2nd by Alderman Odenwald and the motion passed unanimously. After the reading, Alderperson Welch then moved for the 2nd Reading of Bill 4002, which was then again seconded by Alderman Odenwald and again the motion passed unanimously. After the 2nd Reading, Alderman Barker moved for the Final Passage of Bill 4002, which was seconded by Alderman Odenwald. The motion passed unanimously, and Bill 4002 was passed and enrolled as Ord No. 3083.

Department Head Reports

The Department Heads briefly provided citywide updates.

Discussion- FY 2024 Draft Budget v1.1 (Budget Meeting 2 of 7)

The Board of Aldermen and Finance Commission entered joint discussion of the Shrewsbury v1.1 Draft Budget for 2024.

Old Business – None

New Business – None

Hear Citizens #2: Live Comments from Interest Parties (3 minutes per person)

Adjournment

Alderman Barker moved to adjourn the meeting; Alderman Peters seconded. The motion was carried by unanimous voice vote. The meeting adjourned.

Mike Travaglini,
Mayor

ATTEST

Spencer Owens
City Clerk

**CITY OF SHREWSBURY
WORK SESSION OF THE
BOARD OF ALDERMEN &
JOINT SESSION WITH THE
FINANCE COMMISSION**

November 28th, 2023

An open meeting of the Board of Aldermen of the City of Shrewsbury, Missouri was held at 6:00 p.m. on November 28th, 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	Keith Peters
	Alderman	John Odenwald
	Alderman	Presley Barker
	Alderman	Michael Schmelzle
	Alderperson	Bette Welch
	Alderman	Greg Lauter

Also Present:	Fire Chief	Chris Amenn
	City Clerk	Spencer Owens
	Director of Parks & Recreation	Chris Buck
	Director of Administration & Finance	Diana Madrid
	City Attorney	Mike Daming
	Police Chief	Lisa Vargas
	Public Works Superintendent Finance	Tony Wagner
	Commissioner Finance Commissioner	Ed Purvis
	Finance Commissioner	Grace Kincaid
		Amie Koenen

***The Chief's Commendation: Awarded to Sergeant Foltz, Corporal Koenig, & Officer Tran**

Roll Call

Mayor Travaglini called the meeting to order, and City Clerk Owens commenced with the roll call. A quorum was present for the transaction of City business.

Hear Citizens #1: Pre-Submitted Written Comments on Agenda Items

Approval of Minutes

Mayor Travaglini asked for a motion to approve the minutes from the November 21st, 2023 Board of Aldermen and Finance Commission Budget Workshop. Alderman Peters made the first motion, followed by Alderman Lauter's second. The motion passed unanimously.

Bill 4003:

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH JEMA, LLC RELATING TO THE IMPLEMENTATION OF PHASE 1 OF THE PUBLIC SAFETY BUILDING RENOVATION PROJECT.

The motion for a 1st reading was made by Alderman Peters and 2nd by Alderperson Welch and the motion passed unanimously. After the reading, Alderman Peters then moved for the 2nd Reading of Bill 4003, which was then again seconded by Alderperson Welch and again the motion passed unanimously. After the 2nd Reading, Alderman Peters moved for the Final Passage of Bill 4003, which was seconded by Alderperson Welch. The motion passed unanimously by roll call vote, and Bill 4003 was passed and enrolled as Ord No. 3084.

Acceptance of 2022 Audited Financial Statements

Alderperson Welch made a motion to accept the 2022 Audited Financial Statements and this motion was seconded by Aldermen Odenwald. The motion passed unanimously.

Discussion- FY 2024 Draft Budget v1.3 (Budget Meeting 4 of 7)

The Board of Aldermen and Finance Commission entered joint discussion of the Shrewsbury v1.3 Draft Budget for 2024.

Motion Regarding Meridian Waste Pick Up Hours

Alderman Lauter motioned to provide Meridian Waste with a variance to Saturday pickup hours of operation following a holiday. This motion would allow Meridian to begin trash pickup at 8 am on Saturdays and enforce an end of operation time of 5:00 pm. This motion was seconded by Alderman Barker and was approved unanimously.

Old Business – None

New Business

Alderman Barker presented a Resolution regarding new potential responsibilities of the Finance Commission. Alderman Barker then agreed to table the resolution until the next regularly scheduled Board of Aldermen meeting on 12/12/2023 to allow the Board time to consider his resolution.

Hear Citizens #2: Live Comments from Interest Parties (3 minutes per person)

Adjournment

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

Mike Travaglini,
Mayor

ATTEST

Spencer Owens
City Clerk

SPONSORED BY:

BILL NO. 4005

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH E. MEIER CONTRACTING RELATING TO IMPROVEMENTS TO WILSHUSEN AVENUE, WEIL AVENUE AND ST. VINCENT AVENUE

WHEREAS, the City wishes to engage E. Meier Contracting (“E. Meier”) to provide professional services associated with constructing improvements to Wilshusen Avenue, Weil Avenue and St. Vincent Avenue; and

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

SECTION 1. The Mayor is hereby authorized to execute an agreement (the “Agreement”) with E. Meier for purposes of engaging E. Meier on the terms set forth herein and otherwise within the Agreement, and to take all necessary action on behalf of the City consistent with and in implementation of the Agreement.

SECTION 2. The Agreement is hereby attached in substantial form as Exhibit A, subject to ministerial revisions identified by the City Attorney.

SECTION 3. 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 JANUARY, 2024.

Mike Travaglini,
Mayor

ATTEST:

Spencer Owens
City Clerk

ORDINANCE NO. ____

CITY – CONTRACTOR AGREEMENT

This Agreement, made by and between E. Meier Contracting, hereinafter called the CONTRACTOR, and the City of Shrewsbury, hereinafter called the CITY.

Now therefore, CONTRACTOR and CITY, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1 – CONTRACT PRICE

CITY shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit-Price Work multiplied by the quantity of that item as indicated in the CONTRACTOR’S bid, for total base bid amount of:

Four Hundred and Eleven Thousand Eight Hundred Ninety-Three Dollars and Fifty Cents

\$ 411,893.50

ARTICLE 2 – SCOPE OF THE WORK

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct **WILSHUSEN AVENUE, WEIL AVENUE & ST. VINCENT AVENUE IMPROVEMENTS** Work includes the construction of:

The proposed work includes the furnishing of materials, tools, equipment and labor necessary for the construction of approximately 0.69 miles of street milling, average 2" fibrous asphalt overlay, sidewalk reconstruction and ADA ramps in accordance with the plans and specifications and other items identified in the contract documents. The contractor is responsible for all items of work necessary to complete the project.

ARTICLE 3 – TIME OF COMPLETION

The CONTRACTOR shall commence the Work within seven (7) days after receiving the written Notice to Proceed from the City. The project shall be fully complete under this contract within **180** calendar days as outlined in the project specification Notice To Contractors (Section 10 – Notice To Proceed). Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies.

The rate of progress and the time of completion are essential conditions of the Contract. Liquidated damages will be charged as specified herein.

The contractor agrees that he will complete said work within CONTRACT TIME FOR COMPLETION OF WORK or allow the Owner as liquidated damages the sum of ***Nine Hundred Fifty Dollars and 00/100 cents (\$950.00)*** for each day thereafter, Sundays and Holidays excepted, that the Contract remains uncompleted. Computation of the contract time shall commence on the seventh (7th) day following the date of mailing, by regular mail, of the Notice To Proceed, and every calendar day following except as herein provided, shall be counted as a working day. The prime contractor on a project must perform with its own organization, contract work amounting to not less than 30% of the total original contract price.

ARTICLE 4 – QUANTITIES AND UNIT PRICES

The CITY shall pay the CONTRACTOR for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually installed.

ARTICLE 5 – PROGRESS PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment monthly according to Section 109.7.1 of JSP. Applications for Payment will be processed by the CITY or its designated engineering firm for the Work (the “Engineer”). And progress payments made on account of the Contract Price on the basis of CONTRACTOR’S Applications for Payment as approved. All progress payments will be on (in the case of unit-price work) on the number of units completed.

ARTICLE 6 – FINAL PAYMENT AND ACCEPTANCE

When all work provided for under this contract has been completed in conformance with the contract documents and accepted per Division 100; Section 109.8 of Standard Specifications a final cost estimate shall be prepared by the CONTRACTOR and filed with the CITY after acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

ARTICLE 7 – THE CONTRACT DOCUMENTS

Electronic drawings and specifications will be provided to the successful CONTRACTOR by the CITY at no cost to the CONTRACTOR. Hard copies of the sets may be purchased by the CONTRACTOR at the printing cost plus ten percent (10%) for handling.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

- 1.) All Specification Sections, including, but not limited to
 - a. Invitation To Bid
 - b. Notice To Contractors
 - c. Additional Information To Bidders
 - d. Performance and Payment Bonds
 - e. General Requirements
 - f. Federal Requirements
 - g. Drawings
 - h. Addendum
 - i. Job Special Provisions (JSP)
- 2.) Safety Training Requirements (OSHA)
- 3.) On The Job Training Requirements
- 4.) State of Missouri Labor Provisions (E-Verify)
- 5.) Federal / State Wage Rates
- 6.) DBE Requirements
- 7.) Bid Proposal and Attachment A
- 8.) This Agreement

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented by a Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a written interpretation or clarification.

ARTICLE 8 – RATES OF PAY

This Project is subject to the requirements of the State of Missouri Division of Labor Standards “Annual Wage Order Number 29 or Annual Wage Order (s) then, in effect over the lifetime of the project”. The Contractor shall comply with the requirements of the Annual Wage Order.

In accordance with the Annual Wage Order Number 29 the Owner has adopted rates for various classifications of workmen on the Project. A copy of the Wage Order is attached to the Contract Documents.

This provision is applicable to all sub-contractors who work on the project.

The Contractor shall be required to submit copies of certified payrolls with each pay application.

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the CITY ten (10) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him.

ARTICLE 9 – PERFORMANCE OF THE WORK

The CONTRACTOR, acting as an independent CONTRACTOR, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable City ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 30% of the total original contract.

The CONTRACTOR shall have a competent Superintendent on the project site at all times. The Superintendent shall be capable of reading and understanding the plans and specifications, shall have fully authority to execute orders to expedite the work, and shall be responsible for scheduling and have control of ALL work as the agent of the CONTRACTOR. Failure to comply will result in a suspension of the Work.

ARTICLE 10 – SUPERVISION

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR’S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instruction concerning those matters.

ARTICLE 11 – SAFETY

The CITY and the ENGINEER may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

ARTICLE 12 – INDEMNITY

Refer to “Limits of Insurance” in JSP.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the ENGINEER’S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the ENGINEER’S

consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE 13 – LIQUIDATED DAMAGES

Time shall be and is of the essence of this contract. Therefore, the CONTRACTOR will be charged with liquidated damages specified under Item No. 4 of “Notice To Contractors” and according to Division 100; Section 108.8 of Standard Specifications.

ARTICLE 14 – TERMINATION BY CITY OR CONTRACTOR

Refer to Division 100; Section 108 of Standard Specifications.

ARTICLE – 15 AUDIT CLAUSE

Examination of Records

The CONTRACTOR’S records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City Auditor, or a duly authorized representative from the CITY, and the CITY’S expense. The CONTRACTOR shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by the CITY, or for such longer period as may be required by law, after the final payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (chapter 610, RSMo), information regarding the CONTRACTOR’S operations obtained during audits will be kept confidential.

ARTICLE 16 – EQUAL EMPLOYEMENT OPPORTUNTIY

1. The CONTRACTOR, or any SUBCONTRACTOR, shall not discriminate against any employee or applicants for employment because of race, color, creed, sec, religion, or national origin in the performance of this Work and shall comply with all applicable federal, state, and local ordinances regulations as regards Equal Opportunity Employment.
2. The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964, as the same has been amended from time to time. In all solicitations either by competitive bidding or negotiations made by the CONTRACTOR for Work to be performed under a sub-contract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONTRACTOR’S obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, religion, sex national origin, or disability.
3. The CONTRACTOR will take action to ensure that applicants are employed, and that applicants are treated during employment without regard to race, color, religion, sex, national origin or disability. Such action shall include, but not limited to, employment, upgrading, transfer, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post notices pertaining the foregoing in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, or disability.
5. In the event that any, or all, of these provisions of the foregoing paragraphs conflict with the federal, state, or local laws, ordinances, or regulations, then the requirements of said laws, ordinances, and regulations shall prevail. Compliance with the foregoing provisions shall not relieve the CONTRACTOR from adhering to any and all other additional requirements regarding equal employment or non-discrimination set forth in such federal, state or local laws, ordinances, or regulations.

ARTICLE 17 – CHANGES OF VENUE

1. The parties of the Agreement agree that venue shall lie exclusively in the Circuit Court of St. Louis County, State of Missouri, in the event of any litigation between them with regards to the matters encompassed by the Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED IN FOUR (4) ORIGINAL COUNTERPARTS AS OF THE DAY AND YEAR LAST WRITTEN BELOW.

CITY OF SHREWSBURY

E.MEIER CONTRACTING

Name

Name

Date

Date

WITNESS:

WITNESS:

City Admin / Clerk
City of Shrewsbury, Missouri

Title:

Date

Date

APPROVED AS TO FORM:

CONTRACT AUTHORIZED BY CITY OF SHREWSBURY ORDINANCE:

SPONSORED BY:

BILL NO. ____

ORDINANCE NO. ____

AN ORDINANCE REVISING CHAPTERS 120 AND 125 OF THE CITY OF SHREWSBURY MUNICIPAL CODE PERTAINING TO MUNICIPAL COURT OPERATIONS

WHEREAS, the City of Shrewsbury is moving the physical location of its municipal court from the City’s Public Safety Building to the City Center; and

WHEREAS, the City wishes to take this opportunity to revise Chapters 120 and 125 of its Municipal Code insofar as said provisions are implicated by this move and to otherwise make revisions as more fully set forth herein.

THEREFORE, BE IT RESOLVED BY THE CITY OF SHREWSBURY, MISSOURI AS FOLLOWS:

SECTION 1. Chapter 120 of the City of Shrewsbury Municipal Code is hereby deleted and replaced to read in words and symbols as follows:

Section 120.010. Municipal Court — Establishment and Jurisdiction.

There is hereby established in this City a Municipal Court, to be known as the “Shrewsbury Municipal Court, a Division of the 21st Judicial Circuit Court of the State of Missouri”. The jurisdiction of the Municipal Court shall hear and determine all causes relating to the alleged violation of the ordinances of this City.

Section 120.015. Superintending Authority.

The Municipal Court shall be subject to the rules of the Circuit Court and to the rules of the Missouri Supreme Court. The Municipal Court shall be subject to the general administrative authority of the Presiding Judge of the Circuit Court, and the Judge and Court personnel of such Court shall obey their directive.

Section 120.020. Municipal Judge— Qualifications

The Judge of the Municipal Court shall be known as a Municipal Judge of the 21st Judicial Circuit Court. The Judge, shall: be between the ages of twenty-one (21) and seventy-five (75) years; an attorney licensed to practice law in the State of Missouri; a resident of Missouri; need not be a resident of the City; and may not hold any other office within the City. The Judge shall be appointed by the Mayor with the consent and approval of the majority of the Aldermen, and subject to removal from office by a majority vote of the Board of Aldermen.

In the event the position of Municipal Judge becomes vacant the Mayor, with the consent and

approval of the majority of the Aldermen, shall appoint a Judge.

Section 120.030. Provisional Municipal Judge.

If the Municipal Judge be absent, sick, has a disqualifying event, or be unable to act for any reason, the Mayor or the Mayor’s designee shall be notified.

The Mayor or the Mayor’s designee shall appoint a Provisional Municipal Judge to serve in these circumstances as necessary.

Section 120.035. Prosecuting Attorney of the Municipal Court.

- A. The Prosecuting Attorney shall: be between the ages of twenty-one (21) and seventy-five (75) years; an attorney licensed to practice law in the State of Missouri; a resident of Missouri; need not be a resident of the City; may not hold any other office within the City. The Prosecuting Attorney shall be appointed by the Mayor with the consent and approval of the majority of the Aldermen, and subject to removal from office by a majority vote of the Board of Aldermen.
- B. It shall be the duty of the Prosecuting Attorney of the City to prosecute the violations of the City's ordinances before the Municipal Judge or before any Circuit Judge hearing violations of the City's ordinances. The compensation of the Prosecuting Attorney shall not be contingent upon the result in any case.
- C. The Prosecuting Attorney shall attend all sessions of the Municipal Court.
- D. If the Prosecuting Attorney is absent, sick, has a disqualifying conflict, or be unable to act for any reason, the Mayor or the Mayor’s designee shall be notified.
- E. The Mayor or the Mayor’s designee shall appoint a Prosecuting Attorney Pro Tempore to perform said duties in the absence of the Prosecuting Attorney.

Section 120.040. Salary

The Municipal Judge and Prosecuting Attorney shall be contractual employees and receive monthly compensation for services rendered, as designated by ordinance.

Section 120.050. Bailiff and Marshal of The Court.

The Chief of Police of the City and his/her subordinates shall serve as Marshals and Bailiffs of the Court and shall be subject to and shall enforce its orders, judgments and decrees.

Section 120.060. Sessions of Court.

The Municipal Judge shall designate the time and location for sessions of the Municipal

Court, in accordance with Missouri Supreme Court Rule 37.04, Appendix A., and be ready to be reconvened should the occasion arise.

Section 120.070. Witnesses — How Summoned — Fees.

- A. It shall be the duty of the Municipal Judge to summon all persons whose testimony may be deemed essential as witnesses at the trial, and to enforce their attendance by attachment, if necessary. The fees of witnesses shall be the same as those fixed for witnesses in trials before Associate Circuit Judges and shall be taxed as other costs in the case.
- B. When a trial shall be continued by a Municipal Judge it shall not be necessary to summon any witnesses who may be present at the continuance; but the Municipal Judge shall orally notify such witnesses as either party may require to attend before him/her on the day set for trial to testify in the case, and enter the names of such witnesses on his/her docket, which oral notice shall be valid as a summons.

Section 120.080. Court Costs — Amount — Disposition of.

- A. In all cases before the Traffic Violations Bureau and the Municipal Court where the defendant pleads guilty or is convicted, there shall be collected from such defendant, in addition to the fine or other punishment imposed, the sum of twelve dollars (\$12.00) as Court costs. In addition to such Court costs, a fee of two dollars (\$2.00) shall be assessed and collected and set aside in a separate fund by the City Treasurer to be used solely for the training of Police Officers. A fee of one dollar (\$1.00) shall be assessed and collected and set aside to be used statewide for training Law Enforcement Officers to be deposited into the Peace Officer Standards and Training Commission Fund. A fee of seven dollars fifty cents (\$7.50) shall be assessed and ninety-five percent (95%) of this fee shall be deposited in the Crime Victims' Compensation Fund and five percent (5%) of this fee shall be deposited in the General Fund. A fee not to exceed two dollars (\$2.00) shall be assessed for the Weinman Shelter and shall be deposited in the Domestic Violence Shelter Fund. A fee of two dollars (\$2.00) shall be assessed, collected and set aside in a separate fund by the City Treasurer called the Inmate Security Fund, to be used for costs associated with biometric verification systems, including, but not limited to, maintenance of the Live Scan Fingerprinting system at the Richmond Heights Police Department that is utilized by contract in connection with prisoners of the City of Shrewsbury and for any expenses related to custody and housing and other expenses for prisoners. A fee of seven dollars (\$7.00) shall be assessed, collected, and set aside for the Statewide Court Automation Fund, with all such amounts collected transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Court Automation Fund.

- B. The following additional Court costs shall also be collected from a defendant who pleads guilty or is convicted (as applicable):

Law Enforcement Arrest Fee (DWI arrests)	\$100.00
Bad Check Fee	\$10.00 (check less than \$100.00)
	\$25.00 (check over \$100.00)
Non-Negotiable Payment Fee	\$4.00
Copy Fee for Judicial Records (for filing notice of appeal, accepting bond or recognizance thereon, preparing transcript on appeal)	\$10.00

- C. Such additional costs are the sole property of the City and shall be paid into the City Treasury to the credit of the General Revenue Fund. In no event shall the City be liable to pay any costs assessed in or by the Municipal Court.

Section 120.090. Court Clerk.

1. The Clerk of the Municipal Court shall be appointed by the Mayor and shall serve until his or her successor shall be appointed and qualified.
2. The Clerk shall be subject to and shall perform such duties as are designated herein and such other duties as are required by the Municipal Judge.
3. The Clerk of the Municipal Court, and any Deputy Clerk serving under him/her, shall be and is hereby authorized to:
 1. Take oaths and affirmations.
 2. Accept and sign complaints signed and sworn to or affirmed before him/her.
 3. Sign and issue warrants.
 4. Sign and issue commitments to jail.
 5. Sign and issue subpoenas requiring the attendance of a witness and sign and issue subpoenas duces tecum.
 6. Fix the amounts of bail and admit to bail.
 7. Accept the appearance, waiver of trial, and plea of guilty and payment of fines and costs in Traffic Violations Bureau cases or as directed by the Municipal Judge; generally act as Violation Clerk of the Traffic Violations Bureau.
 8. Perform such other duties as provided for by ordinance, by Rules of Practice and Procedure adopted by the Municipal Judge, and as directed by the said Judge, and as provided for by the Missouri Rules of Practice and Procedure

in Municipal and Traffic Court.

Section 120.100. Issuance and Execution of Warrants.

All warrants issued by the Municipal Judge shall be directed to the Chief of Police, or to any other Police Officer of the City, or to the Sheriff of the County. The warrant shall be executed by said Law Enforcement Officer any place within the limits of the County and not elsewhere unless the warrants are endorsed in the manner provided for warrants in criminal cases, and when so endorsed, shall be served in other counties, as provided for in warrants in criminal cases.

Section 120.110. Arrests Without Warrants.

Any officer of the Police Department of the City may, without a warrant, make arrest of any person who commits an offense in his/her presence, but such officer shall, before the trial, file a written complaint with the Municipal Judge.

Section 120.120. Jury Trials.

Any person charged with a violation of an ordinance of this City shall be entitled to a trial by jury, as in prosecutions for misdemeanors before an Associate Circuit Judge. Whenever a defendant accused of a violation of a municipal ordinance demands trial by jury, the Municipal Judge shall certify the case to the Presiding Judge of the Circuit Court for reassignment.

Section 120.130. Municipal Judge — Powers and Authority.

- A. The duly appointed Municipal Judge is hereby authorized to issue warrants to arrest and to summon and compel the attendance of witnesses; to administer oaths; to establish and accept bail bonds and render final judgment on any forfeited bond or recognizance returnable to the Municipal Court; and to enforce due obedience to all orders, rules, and judgments made by it within the scope of its authority as described herein and as otherwise provided by State law; and to fine and/or imprison for contempt, including, but not limited to, the violations referenced as follows:
 - 1. Any breach of the peace committed during its session, including, but not limited to, disorderly, contemptuous, or insolent behavior committed in its immediate view and presence, which interrupts its session or proceedings, or otherwise impairs the respect due to its authority;
 - 2. Willful disobedience or resistance of any process or order lawfully issued or made by it;
 - 3. Refusal of any person to be sworn as a witness, or when sworn, a refusal to answer any legal and proper interrogatory.
- B. Contempt committed in the immediate view and presence of the Municipal Court may be punished summarily. In other cases, the person charged shall be notified of

the accusation, and have a reasonable time to make his or her defense. Whenever any person shall be committed for any contempt, including, but not limited to, the examples of violations described herein, the particular circumstances of his/her offense shall be set forth in the order of warrant of contempt.

- C. The Municipal Court may punish for contempt of court by the highest fine or longest incarceration, or both, as permitted by State law.

- D. The Municipal Court is further authorized to:
 - 1. Establish a Traffic Violations Bureau as provided for by the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts;
 - 2. Commute the term of any sentence, stay execution on any fine or sentence, suspend any fine or sentence, and to make such other orders as the Judge deems necessary relative to any matter that may be pending in the Municipal Court, all in accordance with the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts;
 - 3. Make and adopt such rules of practice and procedure as are necessary to implement and carry out the provisions of this Chapter, to make and adopt such rules of practice and procedure as are necessary to hear and decide matters pending before the Municipal Court, and to implement and carry out the provisions of the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts.

- E. If the duly appointed Municipal Judge is unavailable to perform the duties described herein, the Mayor may appoint a Municipal Judge Pro Tem to perform said duties until the duly appointed Municipal Judge is able to reassume his/her duties.

- F. The Municipal Judge shall have such other powers, duties, and privileges as are or may be prescribed by the laws of this State and this Code.

Section 120.140. Summoning of Witnesses.

It shall be the duty of the Municipal Judge to summon all persons whose testimony may be deemed essential as witnesses at the trial, and to enforce their attendance by attachment, if necessary. The fees of witnesses shall be the same as those fixed for witnesses in trials before Associate Circuit Judges and shall be taxed as other costs in the case. When a trial shall be continued by a Municipal Judge it shall not be necessary to summon any witness who may be present at the continuance; but the Municipal Judge shall orally notify such witnesses as either party may require to attend before him/her on the day set for trial to testify in the case, and enter the names of such witnesses on the docket, which oral notice shall be valid as a summons.

Section 120.150. Jailing of Defendants.

The Municipal Judge may commit a defendant to the County Jail, and it shall be the duty of the Sheriff upon receipt of a Warrant of Commitment from the Judge to receive and safely keep such prisoner until discharged by due process of law. The City shall pay the board of such

prisoner at the rate as may now or hereafter be allowed to such Sheriff for the keeping of such prisoner in his/her custody. The same shall be taxed as costs.

Section 120.160. Parole or Probation, When Granted — Certificate — Conditions of Probation — Modification of Conditions.

- A. Any Judge hearing violations of municipal ordinances may, when in his/her judgment it may seem advisable, grant a parole or probation to any person who shall plead guilty or who shall be convicted after a trial before such judge. When a person is placed on probation he/she shall be given a certificate explicitly stating the conditions on which he/she is being released.
- B. In addition to such other authority as exists to order conditions of probation, the Court may order conditions which the Court believes will serve to compensate the victim of the crime, any dependent of the victim, or society in general. Such conditions may include, but need not be limited to:
 - 1. Restitution to the victim or any dependent of the victim, in an amount to be determined by the judge; and
 - 2. The performance of a designated amount of free work for a public or charitable purpose, or purposes, as determined by the judge.
- C. A person may refuse probation conditioned on the performance of free work. If he/she does so, the Court shall decide the extent or duration of sentence or other disposition to be imposed and render judgment accordingly. Any County, City, person, organization, or agency, or employee of a County, City, organization or agency charged with the supervision of such free work or who benefits from its performance shall be immune from any suit by the person placed on parole or probation or any person deriving a cause of action from him/her if such cause of action arises from such supervision of performance, except for intentional torts or gross negligence. The services performed by the probationer or parolee shall not be deemed employment within the meaning of the provisions of Chapter 288, RSMo.
- D. The Court may modify or enlarge the conditions of probation at any time prior to the expiration or termination of the probation term.

Section 120.170. Right of Appeal — Trial de Novo.

On proper application for a trial de novo filed within ten (10) days after judgment in the form provided by Missouri Supreme Court Rules, the defendant shall have a right of trial de novo in Circuit Court in all cases tried before the Municipal Court, except where there has been a plea of guilty or where the case has been tried with a jury.

Section 120.180. Appeal From Jury Verdicts.

In all cases in which a jury trial has been demanded, a record of the proceedings shall be made, and appeals may be had upon that record to the appropriate Appellate Court.

Section 120.190. Breach of Recognizance.

In the case of a breach of any recognizance entered into before a Judge hearing a municipal ordinance violation case, the same shall be deemed forfeited and the Judge shall cause the same to be prosecuted in the Circuit Court against the principal and surety, or either of them, in the name of the City as plaintiff. All monies received by such forfeiture shall be paid to the General Revenue Fund of the City.

Section 120.200. Disqualification of Municipal Judge From Hearing Particular Case.

The Municipal Judge shall be disqualified to hear any case in which he/she is in anyway interested, or, if before the trial is begun, the defendant or the prosecutor files an affidavit that the party cannot have a fair and impartial trial by reason of the interest or prejudice of the Judge. Neither the defendant nor the City shall be entitled to file more than one (1) affidavit for disqualification in the same case.

Section 120.205. Disqualification of Prosecuting Attorney From Hearing Particular Case.

The prosecuting attorney shall comply with Missouri Supreme Court Rule 37.04, Appendix A., Minimum Operating Standard # 7. The prosecuting attorney shall not hold an interest or engage in activities, financial or otherwise, that conflict, have a significant potential to conflict, or are likely to create a reasonable appearance of conflict with the duties and responsibilities of the prosecutor's office. The prosecutor will excuse themselves from the investigation and prosecution of any current or former client.

Section 120.210. Reporting of the Municipal Court.

- A. The municipal court clerk shall follow such procedure for reporting as established by the Supreme Court of the State of Missouri. The Municipal Judge shall cause to be prepared within the first ten (10) days of every month a report indicating a list of all cases heard and tried before the Court during the preceding month, giving in each case the name of the defendant, the fine imposed if any, the amount of costs, the names of the defendants committed and the cases in which there was an application for trial de novo, respectively. The same shall be prepared under oath by the Municipal Court or the Municipal Judge. This report will be filed with the City Clerk, who shall thereafter forward the same to the Board of Aldermen for examination at its first (1st) session thereafter. The Municipal Court shall, within ten (10) days after the first (1st) of the month, pay to the Municipal Treasurer the full amount of all fines collected during the preceding months, if they have not been previously paid.
- B. The Prosecuting Attorney shall cause to be prepared within the first ten (10) days of every month a report for the preceding month detailing:
 - 1. Number of traffic cases submitted by the Police Department.
 - 2. Number of criminal cases submitted by the Police Department.
 - 3. Number of cases issued.

4. Number of cases taken under advisement, refused, dismissed/Nolle Pros, with reasons.
5. Number of attorney recommendation requests received, to include number of attorney recommendations completed/sent out and number of recommendations paid/disposed.
6. Number of cases to trial.

This report will be filed with the City Clerk and the Municipal Treasurer.

Section 120.220. Bail Bonds — Procedure.

- A. A defendant shall, upon arrest, be entitled and admitted to bail by sufficient surety or sureties or cash bond in a reasonable amount:
 1. By the Municipal Judge, or by the Clerk or Deputy Clerk thereof, if the Judge is absent or the Court is not in session, or when so authorized or directed by the Judge.
 2. By the Mayor of the City, if the Judge, Clerk and Deputy Clerk are absent, or the Court is not in session.
 3. By the Chief of Police or any Police Officer having custody of the defendant, when the amount of bail is endorsed on the warrant of arrest in the amount so specified, or when so authorized or directed by the Judge.
- B. All bail bonds shall be immediately deposited with the Clerk of the Municipal Court who shall have exclusive custody and control of said Bonds, subject to the order of the Municipal Judge.
- C. The Court Clerk shall deposit all cash bonds in the registry of the court until final disposition by the Municipal Judge.

Section 120.230. Failure To Appear — Penalty.

It shall be unlawful for any person to fail to appear before the Municipal Court of the City of Shrewsbury, Missouri, when charged with a violation of any ordinance or law of the City. In addition to the forfeiture of any security given such person who shall fail to appear shall upon conviction be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment.

SECTION 2. Section 125.120 of the City of Shrewsbury Municipal Code is hereby deleted.

SECTION 3. 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 23RD DAY OF JANUARY, 2024.

Mike Travaglini,
Mayor

ATTEST:

Spencer Owens
City Clerk

ORDINANCE NO. _____

Section 120.010. Municipal Court — Establishment and Jurisdiction. ~~{CC 1976 §120.010; Ord. No. 1005 §1, 2-10-1970}~~

There is hereby established in this City a Municipal Court, to be known as the “Shrewsbury Municipal Court, a Division of the 21st Judicial Circuit Court of the State of Missouri—of the City, which shall have jurisdiction to hear and determine all causes relating to the violation of the ordinances of this City.

The jurisdiction of the Municipal Court shall hear and determine all causes relating to the alleged violation of the ordinances of this City.

Section 120.015. Superintending Authority.

The Municipal Court shall be subject to the rules of the Circuit Court and to the rules of the Missouri Supreme Court. The Municipal Court shall be subject to the general administrative authority of the Presiding Judge of the Circuit Court, and the Judge and Court personnel of such Court shall obey their directive.

Section 120.020. ~~Judge of The Municipal Judge Court — Qualifications and Term. {CC 1976 §120.020; Ord. No. 1005 §2, 2-10-1970}~~

The Judge of the Municipal Court shall be known as a Municipal Judge of the 21st Judicial Circuit Court. The Municipal Court shall be presided over by a Judge, who shall be at least between the ages of twenty-one (21) years of age and seventy-five (75) years; and who shall be an attorney licensed to practice law in the State of Missouri; ~~the Judge a resident of Missouri;~~ need not be a resident of the City; and may not hold any other office within the City. The Judge He/she shall be appointed by the Mayor with the consent and approval of the majority of the Aldermen, and and shall serve for a two (2) year term from the date of appointment, subject to removal from office by a majority vote of the Board of Aldermen for good cause shown. In the event the position of Municipal Judge becomes vacant during the term of office, the Mayor, with the consent and approval of the majority of the Aldermen, shall appoint a Judge, for the unexpired term.

Section 120.030. ~~Temporary Provisional~~ Municipal Judge.

If the Municipal Judge be absent, sick, has a disqualifying event, or be unable to act for any reason, the Mayor or the Mayor’s designee shall be notified.

The Mayor or the Mayor’s designee shall appoint a Provisional Municipal Judge to serve in these circumstances as necessary.

Board of Aldermen may designate some eligible person to act as a temporary Municipal Judge during such absence.

Section 120.035. Prosecuting Attorney of the Municipal Court.

- A. The Prosecuting Attorney shall: be between the ages of twenty-one (21) and seventy-five (75) years; an attorney licensed to practice law in the State of Missouri; a resident of Missouri; need not be a resident of the City; may not hold any other office within the City. The Prosecuting Attorney shall be appointed by the Mayor with the consent and approval of the majority of the Aldermen, and subject to removal from office by a majority vote of the Board of Aldermen.
- B. It shall be the duty of the Prosecuting Attorney of the City to prosecute the violations of the City's ordinances before the Municipal Judge or before any Circuit Judge hearing violations of the City's ordinances. The compensation of the Prosecuting Attorney shall not be contingent upon the result in any case.
- C. The Prosecuting Attorney shall attend all sessions of the Municipal Court.
- D. If the Prosecuting Attorney is absent, sick, has a disqualifying conflict, or be unable to act for any reason, the Mayor or the Mayor's designee shall be notified.
- E. The Mayor or the Mayor's designee shall appoint a Prosecuting Attorney Pro Tempore to perform said duties in the absence of the Prosecuting Attorney.

Section 120.040. Salary — ~~Cost and Fines — Disposition of.~~ [CC 1976 §120.030; Ord. No. 1005 §3, 2-10-1970]

The Municipal Judge and Prosecuting Attorney shall be contractual employees and receive as full monthly compensation for his/her services rendered ~~as Judge, a sum~~ as designated by ordinance. ~~All costs, fines and forfeitures imposed by the Municipal Court under its authority and all other receipts so collected shall be regularly accounted for and paid to the City Treasury.~~

Section 120.050. Bailiff and Marshal of The Court. [CC 1976 §120.040; Ord. No. 1005 §4, 2-10-1970]

The Chief of Police of the City and his/her subordinates shall serve as Marshals and Bailiffs of the Court and shall be subject to and shall enforce its orders, judgments and decrees.

Section 120.060. Sessions of Court. [CC 1976 §120.050; Ord. No. 1005 §5, 2-10-1970]

The Municipal Judge shall designate the time and location for sessions of the Municipal Court, ~~provided that the Court shall remain open on all days of the week except Sunday, between the hours of 9:00~~

~~A.M. and 5:00 P.M.~~ in accordance with Missouri Supreme Court Rule 37.04, Appendix A., and be ready to be reconvened should the occasion arise.

Section 120.070. Witnesses — How Summoned — Fees.

- A. It shall be the duty of the Municipal Judge to summon all persons whose testimony may be deemed essential as witnesses at the trial, and to enforce their attendance by attachment, if necessary. The fees of witnesses shall be the same as those fixed for witnesses in trials before Associate Circuit Judges and shall be taxed as other costs in the case.

- B. When a trial shall be continued by a Municipal Judge it shall not be necessary to summon any witnesses who may be present at the continuance; but the Municipal Judge shall orally notify such witnesses as either party may require to attend before him/her on the day set for trial to testify in the case, and enter the names of such witnesses on his/her docket, which oral notice shall be valid as a summons.

Section 120.080. Court Costs — Amount — Disposition of. ~~{CC 1976 §120.070; Ord. No. 1005 §7, 2-10-1970; Ord. No. 1080 §1, 1-11-1972; Ord. No. 1252 §1, 11-23-1976; Ord. No. 1438 §1, 6-30-1981; Ord. No. 1777 §1, 8-22-1989; Ord. No. 1821 §1, 1-22-1991; Ord. No. 2025 §1, 12-12-1995; Ord. No. 2031 §§1-2, 2-13-1996; Ord. No. 2072 §1, 12-10-1996; Ord. No. 2223 §§1-2, 10-12-1999; Ord. No. 2231 §1, 12-14-1999; Ord. No. 2294 §1, 8-31-2001; Ord. No. 2539 §1, 7-8-2008; Ord. No. 2811 §1, 4-30-2015; Ord. No. 2926, 9-26-2018}~~

- A. In all cases before the Traffic Violations Bureau and the Municipal Court where the defendant pleads guilty or is convicted, there shall be collected from such defendant, in addition to the fine or other punishment imposed, the sum of twelve dollars (\$12.00) as Court costs. In addition to such Court costs, a fee of two dollars (\$2.00) shall be assessed and collected and set aside in a separate fund by the City Treasurer to be used solely for the training of Police Officers. A fee of one dollar (\$1.00) shall be assessed and collected and set aside to be used statewide for training Law Enforcement Officers to be deposited into the Peace Officer Standards and Training Commission Fund. A fee of seven dollars fifty cents (\$7.50) shall be assessed and ninety-five percent (95%) of this fee shall be deposited in the Crime Victims' Compensation Fund and five percent (5%) of this fee shall be deposited in the General Fund. A fee not to exceed two dollars (\$2.00) shall be assessed for the Weinman Shelter and shall be deposited in the Domestic Violence Shelter Fund. A fee of two dollars (\$2.00) shall be assessed, collected and set aside in a separate fund by the City Treasurer called the Inmate Security Fund, to be used for costs associated with biometric verification systems, including, but not limited to, maintenance of the Live Scan Fingerprinting system at the Richmond Heights Police Department that is utilized by contract in connection with prisoners of the City of Shrewsbury and for any expenses related to custody and housing and other expenses for prisoners. A fee of seven dollars (\$7.00) shall be assessed, collected, and set aside for the Statewide Court Automation Fund, with all such amounts collected transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Court Automation Fund.

- B. The following additional Court costs shall also be collected from a defendant who pleads guilty or is convicted (as applicable):

Law Enforcement Arrest Fee (DWI arrests)	\$100.00
Bad Check Fee	\$10.00 (check less than \$100.00)
	\$25.00 (check over \$100.00)
Non-Negotiable Payment Fee	\$4.00
Copy Fee for Judicial Records (for filing notice of appeal, accepting bond or recognizance thereon, preparing transcript on appeal)	\$10.00

- C. Such additional costs are the sole property of the City and shall be paid into the City Treasury to the credit of the General Revenue Fund. In no event shall the City be liable to pay any costs assessed in or by the Municipal Court.

Section 120.090. Court Clerk. ~~{CC 1976 §120.100; Ord. No. 1105 §1, 12-12-1972}~~

1. The Clerk of the Municipal Court shall be appointed by the Mayor ~~subject to the approval of a majority of the Board of Aldermen~~ and shall serve until his or her successor shall be appointed and qualified.

2. The Clerk shall be subject to and shall perform such duties as are designated herein and such other duties as are required ~~of him/her~~ by the Municipal Judge.

3. The Clerk of the Municipal Court, and any Deputy Clerk serving under him/her, shall be and is hereby authorized to:

- 1. Take oaths and affirmations.
- 2. Accept and sign complaints signed and sworn to or affirmed before him/her.
- 3. Sign and issue warrants.
- 4. Sign and issue commitments to jail.
- 5. Sign and issue subpoenas requiring the attendance of a witness and sign and issue subpoenas duces tecum.
- 6. Fix the amounts of bail and admit to bail.
- 7. Accept the appearance, waiver of trial, and plea of guilty and payment of fines and costs in Traffic Violations Bureau cases or as directed by the Municipal Judge; generally act as Violation Clerk of the Traffic Violations Bureau.
- 8. Perform such other duties as provided for by ordinance, by Rules of Practice and Procedure adopted by the Municipal Judge, and as directed by the said Judge, and as provided for by the Missouri Rules of Practice and Procedure in Municipal and Traffic Court.

Section 120.100. Issuance and Execution of Warrants.

All warrants issued by the Municipal Judge shall be directed to the Chief of Police, or to any other Police Officer of the City, or to the Sheriff of the County. The warrant shall be executed by said Law Enforcement Officer any place within the limits of the County and not elsewhere unless the warrants are endorsed in the manner provided for warrants in criminal cases, and when so endorsed, shall be served in other counties, as provided for in warrants in criminal cases.

Section 120.110. Arrests Without Warrants.

Any officer of the Police Department of the City may, without a warrant, make arrest of any person who commits an offense in his/her presence, but such officer shall, before the trial, file a written complaint with the Municipal Judge.

Section 120.120. Jury Trials.

Any person charged with a violation of an ordinance of this City shall be entitled to a trial by jury, as in prosecutions for misdemeanors before an Associate Circuit Judge. Whenever a defendant accused of a violation of a municipal ordinance demands trial by jury, the Municipal Judge shall certify the case to the Presiding Judge of the Circuit Court for reassignment.

Section 120.130. Municipal Judge — Powers and Authority. ~~{CC 1976 §120.120; Ord. No. 1005 §12, 2-10-1970; Ord. No. 2613 §1, 1-11-2011; Ord. No. 2618 §1, 4-26-2011}~~

A. The duly appointed Municipal Judge is hereby authorized to issue warrants to arrest and to summon and compel the attendance of witnesses; to administer oaths; to establish and accept bail bonds and render final judgment on any forfeited bond or recognizance returnable to the Municipal Court; and to enforce due obedience to all orders, rules, and judgments made by it within the scope of its authority as described herein and as otherwise provided by State law; and to fine and/or imprison for contempt, including, but not limited to, the violations referenced as follows:

1. Any breach of the peace committed during its session, including, but not limited to, disorderly, contemptuous, or insolent behavior committed in its immediate view and presence, which interrupts its session or proceedings, or otherwise impairs the respect due to its authority;
 2. Willful disobedience or resistance of any process or order lawfully issued or made by it;
 3. Refusal of any person to be sworn as a witness, or when sworn, a refusal to answer any legal and proper interrogatory.
- B.** Contempt committed in the immediate view and presence of the Municipal Court may be punished summarily. In other cases, the person charged shall be notified of the accusation, and have a reasonable time to make his or her defense. Whenever any person shall be committed for any contempt, including, but not limited to, the examples of violations described herein, the particular circumstances of his/her offense shall be set forth in the order of warrant of contempt.
- C.** The Municipal Court may punish for contempt of court by the highest fine or longest incarceration, or both, as permitted by State law.
- D.** The Municipal Court is further authorized to:
1. Establish a Traffic Violations Bureau as provided for by the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts;
 2. Commute the term of any sentence, stay execution on any fine or sentence, suspend any fine or sentence, and to make such other orders as the Judge deems necessary relative to any matter that may be pending in the Municipal Court, all in accordance with the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts;
 3. Make and adopt such rules of practice and procedure as are necessary to implement and carry out the provisions of this Chapter, to make and adopt such rules of practice and procedure as are necessary to hear and decide matters pending before the Municipal Court, and to implement and carry out the provisions of the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts.
- E.** If the duly appointed Municipal Judge is unavailable to perform the duties described herein, the Mayor may appoint a Municipal Judge Pro Tem to perform said duties until the duly appointed Municipal Judge is able to reassume his/her duties.

- F. The Municipal Judge shall have such other powers, duties, and privileges as are or may be prescribed by the laws of this State and this Code.

Section 120.140. Summoning of Witnesses.¹

It shall be the duty of the Municipal Judge to summon all persons whose testimony may be deemed essential as witnesses at the trial, and to enforce their attendance by attachment, if necessary. The fees of witnesses shall be the same as those fixed for witnesses in trials before Associate Circuit Judges and shall be taxed as other costs in the case. When a trial shall be continued by a Municipal Judge it shall not be necessary to summon any witness who may be present at the continuance; but the Municipal Judge shall orally notify such witnesses as either party may require to attend before him/her on the day set for trial to testify in the case, and enter the names of such witnesses on the docket, which oral notice shall be valid as a summons.

Section 120.150. Jailing of Defendants.

The Municipal Judge may commit a defendant to the County Jail, and it shall be the duty of the Sheriff upon receipt of a Warrant of Commitment from the Judge to receive and safely keep such prisoner until discharged by due process of law. The City shall pay the board of such prisoner at the rate as may now or hereafter be allowed to such Sheriff for the keeping of such prisoner in his/her custody. The same shall be taxed as costs.

Section 120.160. Parole or Probation, When Granted — Certificate — Conditions of Probation — Modification of Conditions.

- A. Any Judge hearing violations of municipal ordinances may, when in his/her judgment it may seem advisable, grant a parole or probation to any person who shall plead guilty or who shall be convicted after a trial before such judge. When a person is placed on probation he/she shall be given a certificate explicitly stating the conditions on which he/she is being released.
- B. In addition to such other authority as exists to order conditions of probation, the Court may order conditions which the Court believes will serve to compensate the victim of the crime, any dependent of the victim, or society in general. Such conditions may include, but need not be limited to:
1. Restitution to the victim or any dependent of the victim, in an amount to be determined by the judge; and
 2. The performance of a designated amount of free work for a public or charitable purpose, or purposes, as determined by the judge.

1. Cross Reference—As to traffic violations bureau, see ch. 370 of this Code.

- C. A person may refuse probation conditioned on the performance of free work. If he/she does so, the Court shall decide the extent or duration of sentence or other disposition to be imposed and render judgment accordingly. Any County, City, person, organization, or agency, or employee of a County, City, organization or agency charged with the supervision of such free work or who benefits from its performance shall be immune from any suit by the person placed on parole or probation or any person deriving a cause of action from him/her if such cause of action arises from such supervision of performance, except for intentional torts or gross negligence. The services performed by the probationer or parolee shall not be deemed employment within the meaning of the provisions of Chapter 288, RSMo.
- D. The Court may modify or enlarge the conditions of probation at any time prior to the expiration or termination of the probation term.

Section 120.170. Right of Appeal — Trial de Novo.

~~A. If the Municipal Judge is not a lawyer, the defendant shall have the right to a trial de novo, even from a plea of guilty, before a Circuit Judge or an Associate Circuit Judge. Such application for a trial de novo shall be filed within ten (10) days after the judgement and shall be in the form as provided by Supreme Court rules.~~

~~B. If the Municipal Judge is an attorney, on On proper application ~~as above~~, for a trial de novo filed within ten (10) days after judgment in the form provided by Missouri Supreme Court Rules, the defendant shall have a right of trial de novo in Circuit Court in all cases tried before the Municipal Court, except where there has been a plea of guilty or where the case has been tried with a jury.~~

Section 120.180. Appeal From Jury Verdicts.

In all cases in which a jury trial has been demanded, a record of the proceedings shall be made, and appeals may be had upon that record to the appropriate Appellate Court.

Section 120.190. Breach of Recognizance.

In the case of a breach of any recognizance entered into before a Judge hearing a municipal ordinance violation case, the same shall be deemed forfeited and the Judge shall cause the same to be prosecuted in the Circuit Court against the principal and surety, or either of them, in the name of the City as plaintiff. All monies received by such forfeiture shall be paid to the General Revenue Fund of the City.

Section 120.200. Disqualification of Municipal Judge From Hearing Particular Case.

The Municipal Judge shall be disqualified to hear any case in which he/she is in anyway interested, or, if before the trial is begun, the defendant or the prosecutor files an affidavit that the party cannot have a fair and impartial trial by reason of the interest or prejudice of the Judge. Neither the defendant nor the City shall be entitled to file more than one (1) affidavit for disqualification in the same case.

Section 120.205. Disqualification of Prosecuting Attorney From Hearing Particular Case.

The prosecuting attorney shall comply with Missouri Supreme Court Rule 37.04, Appendix A., Minimum Operating Standard # 7. The prosecuting attorney shall not hold an interest or engage in activities, financial or otherwise, that conflict, have a significant potential to conflict, or are likely to create a reasonable appearance of conflict with the duties and responsibilities of the prosecutor's office. The prosecutor will excuse themselves from the investigation and prosecution of any current or former client.

~~Section 120.210. Clerk of The Municipal Court — Powers and Duties. [CC 1976 §120.130; Ord. No. 1005 §13, 2-10-1970]~~

-
- ~~A. The Clerk of the Municipal Court, and any Deputy Clerk serving under him/her, shall be and is hereby authorized to:~~
- ~~1. Take oaths and affirmations.~~
 - ~~2. Accept and sign complaints signed and sworn to or affirmed before him/her.~~
 - ~~3. Sign and issue warrants.~~
 - ~~4. Sign and issue commitments to jail.~~
 - ~~5. Sign and issue subpoenas requiring the attendance of a witness and sign and issue subpoenas duces tecum.~~
 - ~~6. Fix the amounts of bail and admit to bail.~~
 - ~~7. Accept the appearance, waiver of trial, and plea of guilty and payment of fines and costs in Traffic Violations Bureau cases or as directed by the Municipal Judge; generally act as Violation Clerk of the Traffic Violations Bureau.~~
 - ~~8. Perform such other duties as provided for by ordinance, by Rules of Practice and Procedure adopted by the Municipal Judge, and as directed by the said Judge, and as provided for by the Missouri Rules of Practice and Procedure in Municipal and Traffic Court.~~

Section 120.210. Reporting of the Municipal Court.

A. The municipal court clerk shall follow such procedure for reporting as established by the Supreme Court of the State of Missouri. The Municipal Judge shall cause to be prepared within the first ten (10) days of every month a report indicating a list of all cases heard and tried before the Court during the preceding month, giving in each case the name of the defendant, the fine imposed if any, the amount of costs, the names of the defendants committed and the cases in which there was an application for trial de novo, respectively. The same shall be prepared under oath by the Municipal Court or the Municipal Judge.

This report will be filed with the City Clerk, who shall thereafter forward the same to the Board of Aldermen for examination at its first (1st) session thereafter. The Municipal Court shall, within ten (10) days after the first (1st) of the month, pay to the Municipal Treasurer the full amount of all fines collected during the preceding months, if they have not been previously paid.

B. The Prosecuting Attorney shall cause to be prepared within the first ten (10) days of every month a report for the preceding month detailing:

1. Number of traffic cases submitted by the Police Department.
2. Number of criminal cases submitted by the Police Department.
3. Number of cases issued.
4. Number of cases taken under advisement, refused, dismissed/Nolle Pros, with reasons.
5. Number of attorney recommendation requests received, to include number of attorney recommendations completed/sent out and number of recommendations paid/disposed.
6. Number of cases to trial.

This report will be filed with the City Clerk and the Municipal Treasurer.

Section 120.220. Bail Bonds — Procedure. [CC 1976 §120.140; Ord. No. 1005 §14, 2-10-1970]

- A. A defendant shall, upon arrest, be entitled and admitted to bail by sufficient surety or sureties or cash bond in a reasonable amount:
1. By the Municipal Judge, or by the Clerk or Deputy Clerk thereof, if the Judge is absent or the Court is not in session, or when so authorized or directed by the Judge.
 2. By the Mayor of the City, if the Judge, Clerk and Deputy Clerk are absent, or the Court is not in session.
 3. By the Chief of Police or any Police Officer having custody of the defendant, when the amount of bail is endorsed on the warrant of arrest in the amount so specified, or when so authorized or directed by the Judge.
- B. All bail bonds shall be immediately deposited with the Clerk of the Municipal Court who shall have exclusive custody and control of said Bonds, subject to the order of the Municipal Judge.
- C. The Court Clerk shall ~~maintain an escrow account for the~~ deposit all cash bonds in the registry of the court ~~and safeguarding of all cash bonds~~ until final disposition by the Municipal Judge.

Section 120.230. Failure To Appear — Penalty. [CC 1976 §120.145; Ord. No. 1382 §1, 3-25-1980]

It shall be unlawful for any person to fail to appear before the Municipal Court of the City of Shrewsbury, Missouri, when charged with a violation of any ordinance or law of the City. In addition to the forfeiture of any security given such person who shall fail to appear shall upon conviction be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed ninety (90) days, or by both such fine and imprisonment.

~~Section 125.120. Prosecuting Attorney.~~

~~[CC 1976 §125.051; Ord. No. 1553 §2, 9-25-1984; Ord. No. 2619 §1, 4-26-2011]~~

~~A.~~

~~Appointment. The Mayor with the approval of the majority of the Board of Aldermen may appoint an attorney at law who is duly licensed to practice in the State and Federal courts within the State of Missouri to serve as Prosecuting Attorney and until his/her successor shall be duly appointed and qualified.~~

~~B.~~

~~Duties. The Prosecuting Attorney shall perform the duties of Prosecuting Attorney at the Municipal Court at any time the Court is in session and shall handle all appeals therefrom involving the municipal ordinances.~~

~~C.~~

~~Compensation. The Prosecuting Attorney shall receive such compensation for his/her duties as is provided by ordinance.~~

~~D.~~

~~Prosecuting Attorney Pro Tem. If the duly appointed Prosecuting Attorney is unavailable to perform the duties described herein, the Mayor may appoint a Prosecuting Attorney Pro Tem to perform said duties until the duly appointed Prosecuting Attorney is able to reassume his/her duties.~~

SPONSORED BY:

BILL NO. 4007

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MASTER 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, on February 28, 2023, the Board of Alderman authorized an agreement with Flock Group, Inc. (“Flock”) by Ordinance No. 3057, for purposes of authorizing this installation; and

WHEREAS, the Police Department has confirmed the effectiveness of the agreement with Flock since its implementation; 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 a new agreement that will lock in the current pricing and otherwise extend its contractual relationship with Flock.

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 new Master Services Agreement with Flock for the maintenance of an automatic license plate detection camera system and for related software and hardware services in substantially the form of Exhibit A attached hereto. The Agreement will supersede the previous agreement with Flock approved by Ordinance No. 3057.

SECTION 2. The Shrewsbury Police Department is hereby directed to provide links to any resident requesting registration on Flock “safe list.”

SECTION 3. 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 23RD DAY OF JANUARY, 2024.

Mike Travaglini,
Mayor

ATTEST:

Spencer Owens
City Clerk

ORDINANCE NO. _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 14 day of December 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, 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 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

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

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

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

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the 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 as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

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

1.11 “**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.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**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.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement 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 Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement. If such upgrades negatively affect Customer’s use of the Flock Service or otherwise violate any of

the representations or provisions of this Agreement, Customer may terminate this Agreement within thirty (30) days, provided that Customer provides Flock with thirty (30) days' opportunity to cure.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer 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 Customer, to provide updates, and to resume providing access to Flock 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 Customer 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 Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer'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) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate 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.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock 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 data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited,

non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, 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 Customer (“*Customer Generated Data*”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, 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 Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock 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 less than commercially reasonable precautions, 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. 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. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (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 the Flock Services or Flock IP; (vi) use the Flock Services 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, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, 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 comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing

authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (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.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. 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 (“**Cure Period**”). Either Party may terminate this Agreement (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. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **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.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. 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 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **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, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS 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 LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER 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 ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer 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 Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“*Deployment Plan*”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer 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 maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall 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).

11.2 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.

11.3 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.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, 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 Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. 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. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United

Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer 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 Customer 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.

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

11.12 **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.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event a party becomes the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish the other party's reputation, the impacted party shall have the option to terminate this Agreement upon thirty (30) days' written notice to the other party.

11.15 **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 to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

SPONSORED BY:

BILL NO. 4008

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MIKAL RAY MERKT

WHEREAS, the City of Shrewsbury Police Department has identified Mikal Ray Merkt (“Merkt”) as an eligible person to fill an opening for a police officer; and

WHEREAS, Merkt has not yet completed the required training and coursework with the Jefferson County Police Academy; and

WHEREAS, the City of Shrewsbury is willing to hire Merkt at this time and further willing to front certain costs and expenses for Merkt, subject to reimbursement; 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 for Reimbursement of City Expenses (“Agreement”) with Merkt.

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 Merkt on the terms set forth in the Agreement.

SECTION 2. The Agreement is hereby attached in substantial form as Exhibit A.

SECTION 3. 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 23RD DAY OF JANUARY, 2024.

Mike Travaglini,
Mayor

ATTEST:

Spencer Owens
City Clerk

ORDINANCE NO. _____

AGREEMENT FOR REIMBURSEMENT OF CITY EXPENSES

WHEREAS, the City of Shrewsbury, Missouri (the “City”) has identified Mikal Ray Merkt (“Merkt”) as an eligible person to fill an opening for a police officer position; and

WHEREAS, Merkt has not yet completed the required training and coursework with the Jefferson County Police Academy (the “Academy”); and

WHEREAS, there are costs and expenses associated with the above-referenced training and coursework with the Academy as well as examinations, evaluations, and uniforms deemed necessary by the City; and

WHEREAS, the City is willing to hire Merkt as an at-will employee expressly subject to the terms described herein, and is further willing to front certain costs and expenses for Merkt associated with the Academy.

1. Subject to the terms herein, the City agrees to hire Merkt as an at-will employee effective January 24, 2024 with standard benefits and an annual salary of \$45,760.00. Subject to the terms herein, in the event Merkt successfully completes his coursework and graduates from the Academy, this salary shall increase to \$57,778.00, effective the pay period after Merkt is sworn in as a City of Shrewsbury police officer.

2. The City will pay Merkt’s necessary and reasonable expenses associated with the Academy, subject to reimbursement as described herein.

3. Prior to attending the Academy, Merkt must satisfy a comprehensive background investigation, in the sole discretion of the City, which will include medical and psychological evaluations, with the costs for such investigation and evaluations paid by the City, subject to reimbursement as described herein.

4. While attending the Academy as described herein, Merkt must also observe the following conditions:

- a. Merkt will notify the City’s Bureau of Field Operations Commander (“BFO Commander”) of any missed days or classes at the Academy.
- b. Merkt will submit a memorandum by Sunday of each week to the BFO Commander of progress in the Academy.
- c. Merkt will notify the BFO Commander of any Academy classes in which Merkt is receiving a failing grade.
- d. Merkt will notify the BFO Commander of any ceremonies or awards associated with the Academy.
- e. While attending the Academy, Merkt will report any contact with law enforcement outside the Academy courses (i.e. traffic stop, call to residence, call for any reason).

5. The City and Merkt agree that his employment is at-will, and may be terminated by the City at any time and for any reason whatsoever. In consideration for the salary paid by the City while Merkt is a recruit in the Academy, Merkt agrees to not voluntarily resign from the City prior to January 23, 2027. Merkt acknowledges that the City retains the right to terminate him at any time and for any reason prior to or subsequent to January 23, 2027.

6. Should the employment described herein be terminated by either the City or Merkt prior to January 23, 2027, Merkt agrees to reimburse the City’s expenses associated with Paragraphs 2 and 3 described herein (or as otherwise incurred) upon demand.

CITY OF SHREWSBURY,

Mikal Ray Merkt

By:

Title: _____



Shrewsbury Police Department Office of the Chief of Police

Memo

To: Honorable Mayor Travaglini
From: Chief Lisa Vargas #138 *LUV #38*
CC: Board of Aldermen
Date: January 16, 2024
Re: Board Authorization for MO Highway Safety Program

Mayor Travaglini,

I am requesting that, at the BOA Work Session on 01/23/24, the Board of Aldermen consider providing authorization for the Shrewsbury Police Department to continue to participate in the Missouri Highway Safety Program.

Each year the Shrewsbury Police Department participates in this program by applying for grant monies to fund overtime for officers to work traffic enforcement for hazardous moving violations. This enforcement activity allows the department to focus efforts in areas where we see increased accidents, where we receive complaints from residents, or where we see an increased number of violations. We have applied for and participated in this program for the past eight years.

We refer to these monies as the HMV Grant (Hazardous Moving Violation). Officers work overtime and the funds are reimbursed by the State of Missouri. The Board's approval is required by the State annually. Attached you will find the MODOT form required for us to continue with this grant funding.

I am requesting that the Board and the Mayor authorize our continued participation in this program for 2024 and provide the signatures on the authorization form.

I will be happy to answer any questions you might have.



CITY COUNCIL AUTHORIZATION

On _____, 20__ the Council of _____
_____ 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 _____
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