CITY OF MOUNDS VIEW CITY COUNCIL MEETING AGENDA MOUNDS VIEW CITY HALL Monday, November 27, 2023 6:00 p.m.

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL: Lindstrom, Cermak, Gunn, Meehlhause
- 4. APPROVAL OF AGENDA
- 5. CONSENT AGENDA
 - A. Approval of Minutes: November 13, 2023
 - B. Just and Correct Claims
 - C. Resolution 9826, Authorizing Separation Compensation for Police Officer Jason Eyberg
 - D. Resolution 9825, Approving a Public Works Memorandum of Understanding for 2023 Wages Payable to the Public Works Collective Bargaining Agreement

6. SPECIAL ORDER OF BUSINESS

A. SBM FD Update – Chief Retka

7. PUBLIC COMMENT

Citizens may speak to issues not on tonight's agenda. Before speaking, please give your full name and address for the minutes. Also, please limit your comments to three minutes.

8. COUNCIL BUSINESS

- A. Resolution 9824, Approving Appointments to the Mounds View Planning Commission and Parks, Recreation and Forestry Commission for 2024.
- B. Resolution 9827, Approving a Special Election for a Vacant Seat on the City Council and Setting a Date for the Special Election
- C. Resolution 9823, Approving the Subscription to Flock Services to include License Plate Readers and Software
- D. Resolution 9828, Authorization to apply for a 2024 Municipal Inflow and Infiltration Grant Request to the Metropolitan Council
- E. Resolution 9829, Approving a Contractor for Private Inflow and Infiltration Televising and Repairs

F. Resolution 9830, Authorization 2024 Private Property Inflow and Infiltration Grant Program from the Metropolitan Council

9. REPORTS

- A. Reports of Mayor and Council
- B. Reports of Staff
- C. Reports of City Attorney
- 10. TRUTH-IN-TAXATION MEETING: Monday, December 4, 2023 at 6:00 pm NEXT COUNCIL WORK SESSION: Monday, December 4, 2023 at 6:30 pm NEXT COUNCIL MEETING: Monday, December 11, 2023 at 6 pm

11. ADJOURNMENT

	CIT	OF THE MOUNDS TY OF MOUNDS VI EY COUNTY, MINN	
	2	2401 Mounds View B	Regular Meeting November 13, 2023 Mounds View City Hall Joulevard, Mounds View, MN 55112 6:15 P.M.
1.	MEETING IS CALLED TO	ORDER	
2.	PLEDGE OF ALLEGIANC	E	
3.	ROLL CALL: Cermak, Gun	n, Lindstrom, and Me	ehlhause
	NOT PRESENT: None.		
4.	CANVASING ELECTION	RESULTS OF THE 2	2023 SPECIAL ELECTION
Cour Lind expa	ncil canvas the election results strom on being elected Mayor. Insion of the City Center, noting t	from the 2023 Speci She explained the othis item did not pass. n. To Waive the Re	the recent election and requested the fal Election. She congratulated Zach other item on the ballot was for the eading and Adopt Resolution 9822, ion.
	Ayes – 4	Nays - 0	Motion carried.
5.	OATH OF OFFICE – MAY	OR ZACH LINDSTI	ROM
•	Administrator Zikmund adminis oplause was offered by all in atter		ce to Mayor Zach Lindstrom. A round
He than	hanked Council Member Meehlh	ause for serving as the working to move the C	support and for attending this meeting. E City's Acting Mayor since April. He city forward after the passing of former a View for their support.
6.	APPROVAL OF AGENDA		
	A. Monday, November 1	13, 2023, City Counci	I Agenda.
	ΓΙΟΝ/SECOND: Gunn/Meehlha resented.	nuse. To Approve the	Monday, November 13, 2023, agenda

Ayes - 4Navs - 0Motion carried. 7. **CONSENT AGENDA** Approval of Minutes: October 23, 2023. Α. В. Just and Correct Claims. C. Resolution 9821, Approving the 2024 SCORE Recycling Grant Request to Ramsey County. MOTION/SECOND: Meehlhause/Gunn. To Approve the Consent Agenda as presented. Navs - 0Motion carried. Aves - 4

8. SPECIAL ORDER OF BUSINESS

A. Mounds View Police Department Third Quarter Report – Chief Zender

Police Chief Zender reviewed the Third Quarter Report from the police department with the City Council. He thanked his officers for working with an individual in the community that needed permanent housing. He commented on the community outreach that occurred at Night to Unite and at Festival in the Park. He thanked the residents of Mounds View for hosting 27 block parties this year. He thanked staff and the members of the Festival in the Park Committee for all of their efforts. He further discussed the other community engagement events that were held in recent months. He noted the pink patch campaign had just ended, but the Justin Morneau coat drive was ongoing. He explained the department currently had 17 officers and was budgeted for 21. He reported two new officers were in the background process at this time. He stated he recently completed his six month probation period and noted Investigator Hellpap has been promoted to Deputy Chief. He commented on the great work being done by the reserves and K-9 unit. He explained the department's VCET officer has been extremely proactive and was recently sworn in by the DEA. He reviewed the training his officers have been attending in recent weeks and thanked the City Council for their continued support.

Mayor Lindstrom thanked Police Chief Zender for his efforts on behalf of the community and for addressing the recent housing crisis. He was of the opinion the City of Mounds View was very fortunate to have its own police department.

9. PUBLIC COMMENT

Rene Johnson, 7385 Pleasant View Drive, congratulated Mayor Zach Lindstrom for being voted in as Mayor. She believed he was unafraid to listen to the community and appreciated how he was working to better communication between the City and residents. She thanked Mayor Lindstrom for hosting the Coffee Club where the idea for the books came from. She thanked the Junior Library Guild for donating 5,160 books to Mounds View. She thanked the City Council, staff members and school district individuals for their tremendous support. She went on to thank a number of individuals that worked to make the book donation event possible in the community and thanked the Bear Lot for hosting this event. She commented on how this event proved volunteerism was

alive and well in Mounds View. She urged the next person to host a bike repair class, photography, or other hobby class for the community.

Katheryn Smith, 2142 Bell Lane, introduced herself to the Council noting she served as the Mounds View Festival in the Park Committee president. She reported the Committee donated \$500 to the Community Center last year to assist families with paying for summer activities. She explained this year the Committee would be donating \$750 to the Community Center. A round of applause was offered by all in attendance.

Mayor Lindstrom reported the Festival in the Park Committee was always in need of volunteers.

Andre Cohen, 7951 Greenwood Drive, thanked Mayor Lindstrom for his support and for holding Coffee Club meetings in the community. He appreciated how these events have opened the lines of communication between residents and the City. He thanked Police Chief Zender for making a wise decision and for staying involved in the schools. He indicated he recently ran for school board and he appreciated how Mounds View was put back into people's thoughts and minds.

Kris Lillemo, 5132 Long Lake Road, stated it was a new day in Mounds View. He congratulated Mayor Lindstrom. He thanked the officers in Mounds View for keeping this community safe. He commented on how he was amazed on what can be done in a community when people come together and start being involved. He hoped the City had a new path forward that was focused on its people, schools, neighborhoods and businesses. He wanted to see Mounds View Square redeveloped in the coming years.

10. COUNCIL BUSINESS

1)

A. Second Reading and Adoption of Ordinance No. 1012, an Ordinance Adopting the 2024 Fee Schedule.

City Administrator Zikmund requested the Council adopt an Ordinance adopting the 2024 Fee Schedule.

MOTION/SECOND: Gunn/Meehlhause. To Waive the Second Reading and Adopt Ordinance No. 1012, an Ordinance Adopting the 2024 Fee Schedule.

ROLL CALL: Cermak/Gunn/Lindstrom/Meehlhause.

Review Services

Ayes
$$-4$$
 Nays -0 Motion carried.

B. Second Reading and Adoption of Ordinance 1010, Amending Title XV Land Usage, Chapter 150 Building Regulations; Construction of the Mounds View City Code – ROLL CALL VOTE

- Consulting and The City of Mounds View for Building Official Services
 2) Resolution 9820 Approving an Agreement with the Minnesota
 Department of Labor and Industry Regarding Plumbing Permit Plan

Resolution 9816 Approving an Agreement Between Rum River

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Assistant City Administrator Beeman requested the Council adopt an ordinance amendment within Title XV Land Usage for Chapter 150 Building Regulations. He commented on how Rum River Consulting would be assisting the City with plumbing permits. He indicated the City would now have to have an agreement in place with Rum River Consulting for building official services, as well as an agreement with the Minnesota Department of Labor and Industry regarding the plumbing permit plan review services.

MOTION/SECOND: Gunn/Meehlhause. To Waive the Reading and Adopt Resolution 9816, Approving an Agreement Between Rum River Consulting and The City of Mounds View for Building Official Services.

Ayes -4 Nays -0 Motion carried.

MOTION/SECOND: Meehlhause/Cermak. To Waive the Reading and Adopt Resolution 9820, Approving an Agreement with the Minnesota Department of Labor and Industry Regarding Plumbing Permit Plan Review Services.

Ayes
$$-4$$
 Nays -0 Motion carried.

MOTION/SECOND: Gunn/Meehlhause. To Waive the Second Reading and Adopt Ordinance 1010, Amending Title XV Land Usage, Chapter 150 Building Regulations; Construction of the Mounds View City Code.

ROLL CALL: Cermak/Gunn/Lindstrom/Meehlhause.

27 Ayes
$$-4$$
 Nays -0 Motion carried.

C. Second Reading and Adoption of Ordinance 1011, Amending the Mounds View City Charter by Amending Section 2.06, Subd. 3 by Providing Direction to Ensure Continuity in the Performance of the Duties of the Mayor - ROLL CALL VOTE

City Administrator Zikmund requested the Council adopt an ordinance amending the Mounds View City Charter by amending Section 2.06, Subd. 3 by providing direction to ensure continuity in the performance of the duties of the Mayor. He reported staff has received no comments regarding this ordinance since the last Council meeting. It was noted this ordinance would take effect on February 13, 2024.

Council Member Meehlhause commented on the reason for bringing this ordinance forward and thanked the Charter Commission for also addressing this issue.

MOTION/SECOND: Meehlhause/Gunn. To Waive the Second Reading and Adopt Ordinance 1011, Amending the Mounds View City Charter by Amending Section 2.06, Subd. 3 by Providing Direction to Ensure Continuity in the Performance of the Duties of the Mayor.

 ROLL CALL: Cermak/Gunn/Lindstrom/Meehlhause.

Ayes -4 Nays -0 Motion carried.

11. REPORTS

A. Community Center Discussion.

Mayor Lindstrom reported the sales tax initiative was voted down for Mounds View on a 65/35 vote. He explained he spoke to numerous residents who had questions about this topic. He understood there was interest in updating the Community Center but in a manner that works for the entire community. He believed everybody's heart was in the right place, but there may need to be more context if this matter were to move forward. He supported the City forming a community task force in early 2024 to further investigate this issue. He asked if there were any comments from the public regarding the vision for the community center going forward.

Kris Lillemo, 5132 Long Lake Road, stated he would like to see the City start working for its residents. He commented on how busy the Community Center was and discussed the great event space Mounds View had. He supported the Community Center becoming an event center. He recommended the money made from these events be saved for future expansion of the Community Center.

Rene Johnson, 7385 Pleasant View Drive, explained her vision for Mounds View Boulevard would be to have a brand new Community Center where one wing could be a fitness center and the other wing could be a senior center with space in the middle for food trucks. She anticipated residents were willing to spend money on something new if they understood the vision.

Valerie Amundson, 3048 Woodale Drive, stated she loved the idea of creating a task force for the Community Center. She believed there were a lot of great people in this community and bringing a group together would allow people to brainstorm ideas. She anticipated there would be a great deal more buy in if this was the starting point for the Community Center. She encouraged the City Council to remember Mounds View was a smaller community that was not hugely wealthy, and it would be burdensome to overtax residents.

Bethany Dickert, 5109 Rainbow Lane, recommended the Mounds View Community Center have things that surrounding community centers don't have, such as an archery center or rock wall. She believed this would greatly assist in drawing people to the community center.

Kathy Lee, 7719 Woodlawn Drive, supported the City upgrading the men's restroom/locker room facilities within the Community Center.

Kris Lillemo encouraged the Council to create greater connection between the businesses and amenities along the Mounds View Boulevard corridor by creating greater pedestrian connections for students, children and the elderly.

Bob King, 7408 Silver Lake Road, explained the Community Center was currently costing the City \$400,000 per year. He stated with City had a hard time getting residents on board with the

\$32 million sales tax initiative. He anticipated the City would have an even more difficult time getting the residents to support \$50 million.

Council Member Meehlhause stated he supported Mayor Lindstrom's recommendation to create a task force next spring to revisit the Community Center.

City Administrator Zikmund reported the City has pulled its bonding request, which meant this project was dead and the initiatives of the lobbyists were done.

B. December 25/26, 2023 Meeting.

City Administrator Zikmund asked if the Council wanted to hold the December 26 City Council meeting. The Council consensus was to not meet on December 26.

C. Reports of Mayor and Council.

Council Member Gunn reported the Lion's would be holding a Christmas light contest again this year.

Council Member Cermak explained the Mounds View Police Foundation would be meeting next on Tuesday, November 14 at 5:30 p.m. at Hodges Park. She noted volunteers were needed to assist with Shop with a Cop.

Council Member Gunn stated Abiding Savior Church would be hosting a viewing event for the Santa Parade. She encouraged residents to bring a bag of non-perishable goods for the Ralph Reeder Food Shelf.

Council Member Meehlhause explained he would be attending a Northeast Youth and Family Services Finance Committee meeting on Wednesday, November 15.

Mayor Lindstrom reported the Festival in the Park Committee would be meeting next on Tuesday, November 28 at 6:30 p.m. at the Public Works building.

Mayor Lindstrom explained he attended an eight cities meeting today where he heard what was happening at the cities surrounding Mounds View. He indicated the main topic of discussion was the redevelopment of the TCAAP property.

D. Reports of Staff.

Finance Director Bauman provided the Council with an update on conduit debt financing and reported the St. Joseph's Point request has been put on pause.

Finance Director Bauman explained the City's Truth in Taxation Hearing would be held on Monday, December 4.

City Administrator Zikmund stated a neighborhood street meeting would be held on Wednesday,
November 15 at the Community Center from 6:00 p.m. to 8:00 p.m.

City Administrator Zikmund provided the Council with an update from the recent trash hauler meetings. He noted the 44 page contract was being reviewed page by page. He anticipated the City would have a rate from the haulers by the end of the year.

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City Administrator Zikmund invited the Council to attend an upcoming rotary event on Tuesday,
November 19th at 12:00 PM at the Community Center-

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City Administrator Zikmund stated the signs that have been placed on Spring Lake Road would be picked up by Public Works yet this week.

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City Administrator Zikmund explained the samples from the storm pond in Ardan Park have been tested and there were no hard metals, but some contaminants were found. He reported this pond would be dredged this winter and the cost would be covered by the stormwater fund.

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2021

City Administrator Zikmund discussed how staff had been advocating for private assistance for private sewer lining/repair/rehabilitation and the MPCA has come out with a program that will pay for half of the expense. He asked if the Council would like staff to bring this grant opportunity forward, with the understanding additional staff may be required to assist with administering these grant funds. The consensus of the Council was to bring this item forward to a future meeting.

222324

12. Truth in Taxation Meeting: Monday, December 4, 2023, at 6:00 p.m.

Next Council Work Session: Monday, December 4, 2023, at 6:30 p.m.

Monday, November 27, 2023, at 6:00 p.m.

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13. ADJOURNMENT

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The meeting was adjourned at 7:33 p.m.

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Transcribed by:

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- 34 Heidi Guenther
- 35 Minute Maker Secretarial



CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVING JUST AND CORRECT CLAIMS AGAINST CITY FUNDS

WHEREAS, the City of Mounds View, pursuant to Minnesota Statute 412.141, has full authority over the financial affairs of the City and;

WHEREAS, the City Council has reviewed the claim number

20403	through	20424	in the amount of	\$ 11,191.83				
_596	through	607	in the amount of	\$ 226,487.78				
153900	through	153975	in the amount of	\$ 479,959.82				
TOTAL AM	TOTAL AMOUNT OF CLAIMS PRESENTED § 717,639.43							
And has four	nd said claims t	o be just and co	orrect;					
		e City Council d <u>11/28/23</u> by v	of Mounds View hereby approvoteayesr	ve the nays.				

Finance Director

11/20/2023 11:28 AM

BANK: PYBNK Western Bank

DIRECT PAYABLES CHECK REGISTER

PACKET: 03550 Ck Date 11-16-2023 - 8 VENDOR SET: 01 City of Mounds View

**** CHECK LISTING ****

PAGE: 1

						17	0	
VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
24222		-1.						
C4300	T 50000001100	Life Insurance Company of N						
	I-52020231102	AccCare, Hosp, Critical Ill		1/20/2023		147.66	020403	
	I-52020231116	AccCare, Hosp, Critical Ill	R 1:	1/20/2023		147.67	020403	295.33
VOID	020404	VOID CHECK	V 1	1/20/2023			020404	**VOID**
E9000		Fidelity Security Life Insu	ranc					
	I-62020231102	5000832-Eyemed	R 1	1/20/2023		111.59	020405	
	I-62020231116	5000832-Eyemed		1/20/2023		94.93	020405	206.52
VOID	020406	VOID CHECK	V 1:	1/20/2023			020406	**VOID**
L0549		Law Enforcement Labor Servi	cea					
	I-70020231102	Police Union Dues	/	1/20/2023		506.25	020407	
	I-70020231116	Police Union Dues		1/20/2023		506.25	020407	1,012.50
				-,,		500.25	020107	1,012.30
L7160		The Lincoln Nat'l Life Insu	ranc					
	I-63020231102	STD # 10249130	R 1	1/20/2023		311,15	020408	
	I-63020231116	STD # 10249130	R 1:	1/20/2023		311.15	020408	622.30
VOID	020409	VOID CHECK	V 1:	1/20/2023			020409	**VOID**
L7161		The Lincoln Nat'l Life Insu	ranc					
	I-61020231102	LTD #1588135		1/20/2023		326.53	020410	
	I-61020231116	LTD #1588135		1/20/2023		326,42	020410	652,95
				-, ,		000112	020120	032.33
L7165		The Lincoln National Life I	nsur					
	I-30120231102	Life Ins #400238774	R 1	1/20/2023		766.74	020411	
	I-30120231116	Life Ins #400238774	R 1	1/20/2023		765.48	020411	1,532.22
VOID	020412	VOID CHECK	77 7	1 (00 (0000				
VOLD	020112	VOID CHECK	V 1.	1/20/2023			020412	**VOID**
VOID	020413	VOID CHECK	V 1	1/20/2023			020413	**VOID**
VOID	020414	WOLD GUEGO						
" VOID"	020414	VOID CHECK	V 1:	1/20/2023			020414	**VOID**
VOID	020415	VOID CHECK	V 1	1/20/2023			020415	**VOID**
M9150		101 01 13 1 0						
M7152	I-99520231116	MN Child Support Payment Ce Case #0015244278						
	1-99520231116	Case #0015244278	R 1	1/20/2023		952.93	020416	952.93
N0525		643400 - NCPERS MN Grp Life	Ins					
	I-30020231102	NCPERS Life Ins		1/20/2023		64,00	020417	
	I-30020231116	NCPERS Life Ins		1/20/2023		64.00	020417	128.00

11/20/2023 11:28 AM

DIRECT PAYABLES CHECK REGISTER

PACKET: 03550 Ck Date 11-16-2023 - 8

VENDOR SET: 01 City of Mounds View
BANK: PYBNK Western Bank

**** CHECK LISTING ****

PAGE: 2

CHECK CHECK CHECK CHECK VENDOR I.D. NAME TYPE DATE DISCOUNT AMOUNT ио# THUOMA *VOID* 020418 VOID CHECK V 11/20/2023 020418 **VOID** S4107 Secure Benefits Systems Corp. I-50020231102 Flex Medical R 11/20/2023 153.63 020419 I-50020231116 Flex Medical R 11/20/2023 119.63 020419 I-50320231102 Flex Daycare R 11/20/2023 770.82 020419 I~50320231116 Flex Daycare R 11/20/2023 770.82 020419 1,814.90 *VOID* 020420 VOID CHECK V 11/20/2023 020420 **VOID** * * BANK TOTALS * * NO# DISCOUNTS CHECK AMT TOTAL APPLIED REGULAR CHECKS: 9 0.00 7,217.65 7,217,65 HANDWRITTEN CHECKS: 0 0.00 0.00 0.00 PRE-WRITE CHECKS: 0 0.00 0.00 0.00 DRAFTS: 0 0.00 0.00 0.00 VOID CHECKS: 9 0.00 0.00 0.00 NON CHECKS: 0 0,00 0.00 0.00 CORRECTIONS: 0 0.00 0.00 0.00 BANK TOTALS: 18 0.00 7,217.65 7,217.65

DIRECT PAYABLES CHECK REGISTER

11/20/2023 12:15 PM

PACKET: 03549 Ck Date 11-16-2023 - 7

VENDOR SET: 01 City of Mounds View BANK: PYBNK Western Bank

**** CHECK LISTING ****

Page 1-C

			CHECK	CHECK			CHECK	CHECK
VENDOR	I.D.	NAME	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
H3000		HealthPartners Inc.						
	I-20020231102	Dental Expense	R 1	2/01/2023		2,214.55	020421	
	I-20020231116	Dental Expense		2/01/2023		1,759.63	020421	3,974.18
				_,,		1,733.03	020121	3,374.10
VOID	020422	VOID CHECK	V 1	2/01/2023			020422	**VOID**
VOID	020423	VOID CHECK	V 1	2/01/2023			020423	**VOID**
VOID	020424	VOID CHECK	V 1	2/01/2023			020424	**VOID**
	* * B A N		NO# D	ISCOUNTS	CHECK AMT	TOT	AL APPLIED	
		R CHECKS:	1	0.00	3,974.18		3,974.18	
	HANDWRI	ITTEN CHECKS:	0	0.00	0.00		0.00	
	PRE-WRI	ITE CHECKS:	0	0.00	0.00		0.00	
	DRAFTS:	:	0	0.00	0.00		0.00	
	VOID CH	HECKS:	3	0.00	0.00		0.00	
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	BANK TO	STALS:	4	0.00	3,974.18		3,974.18	
					-/3/1120		0,5,1,10	

PACKET: 03536 Ck Date 11-02-2023 - 9
VENDOR SET: 01 City of Mounds View
BANK: PYBNK Western Bank

BANK TOTALS:

STITUTE CHECK KEGISTER *** DRAFT/OTHER LISTING ***

PAGE: I

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VENDOR	I.D.	TARA ATT		ITEM	PAID			ITEM	ITEM
		NAME		TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
_00		EFTPS-Direct							
	I-T1 20231102	Income Tax W/H		D 11/	02/2023		16,764.96	000596	
	I-T3 20231102	FICA W/H		D 11/	02/2023		13,382.06	000596	
	I-T4 20231102	Medicare W/H		D 11/	02/2023		5,279.40	000596	35,426.42
H1016		HSA Bank							
	I-12520231102	C1211 HSA CONTRIBUTIO	DNS	D 11/	02/2023		8,037.54	000597	8,037.54
10025		ICMA Retirement Trus	t = 457						
	I-40020231102	Payroll W/H		D 11/	02/2023		1,621,15	000598	
	I-40220231102	Roth Payroll W/H			02/2023		405.00	000598	
	I-40320231102	Payroll W/H		-	02/2023		1,109.61	000598	
	I-41520231102	Payroll W/H			02/2023		3,382.90	000598	6,518.66
M0658		MN State Retirement :	Svetem						
	I-40120231102	#98995-01 MN	o y b c c iii	D 11/	02/2023		2 727 72	000500	
	I-40420231102	#98995-01 MN ROTH			02/2023		2,727.70	000599	
	I-40520231102	#98995-01 MN			02/2023		150.00 147.94	000599 000599	3,025.64
M7342		MN Dept of Revenue							
	I-T2 20231102	State Income Tax		D 11/	02/2023		7,663.57	000600	7,663.57
P9250		Public Employees Ret	iremont	Naa					
	I-00120231102	PERA 643400	LICINCIIC		02/2023				
	I-00220231102	PERP 643400			02/2023		14,232.60		
		2212 01010		D 11/	02/2023		23,541.64	000601	37,774.24
	* * BA1	NK TOTALS * *	NO#	DIS	COUNTS	CHECK AMT	TO	AL APPLIED	
		AR CHECKS:	0	210	0.00	0.00		0.00	
	HANDWI	RITTEN CHECKS:	0		0.00	0.00		0.00	
		RITE CHECKS:	0		0.00	0.00		0.00	
	DRAFTS		6		0.00	98,446.07		98,446.07	
	VOID	CHECKS:	0		0.00	0.00		0,00	
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		CTIONS:	0		0.00	0.00		0.00	

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0.00 98,446.07 98,446.07

11/13/2023 3:13 PM

DIRECT PAYABLES CHECK REGISTER

PACKET: 03551 Ck Date 11-16-2023 - 9 VENDOR SET: 01 City of Mounds View

BANK: PYBNK Western Bank

*** DRAFT/OTHER LISTING ***

PAGE: 1

VENDOR	I.D.	NAME		ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E1200		EFTPS-Direct							
	I-T1 20231116	Income Tax W/H		D 11	/16/2023		26,963.02	000602	
	I-T3 20231116	FICA W/H		D 11	/16/2023		19,706.32	000602	
	I-T4 20231116	Medicare W/H		D 11,	/16/2023		6,764.46	000602	53,433.80
H1016		HSA Bank							
	I-12520231116	C1211 HSA CONTRIBUTIO	ONS	D 11	/16/2023		8,037.54	000603	8,037.54
I0025		ICMA Retirement Trust	- 457						
	I-40020231116	Payroll W/H		D 11	/16/2023		1,621.15	000604	
	I-40220231116	Roth Payroll W/H			/16/2023		405.00	000604	
	I-40320231116	Payroll W/H			/16/2023		1,600.89	000604	32
	I-41520231116	Payroll W/H			/16/2023		3,914.63	000604	7,541.67
M0658		MN State Retirement S	System						
	I-40120231116	#98995-01 MN	3	D 11	/16/2023		2,727.70	000605	
	I-40420231116	#98995-01 MN ROTH			/16/2023		150.00	000605	
	I-40520231116	#98995-01 MN			/16/2023		453.53	000605	3,331.23
M7342		MN Dept of Revenue							
	I-T2 20231116	State Income Tax		D 11	/16/2023		11,066.54	000606	11,066.54
P9250		Public Employees Reti	rement	Acc					
	I-00120231116	PERA 643400			/16/2023		21,112.47	000607	
	I-00220231116	PERP 643400			/16/2023		23,399.70		
	I-01020231116	DCP 643400			/16/2023		118.76	000607 000607	44,630.93
	* * B A N	K TOTALS * *	NO#	DI	SCOUNTS	CHECK AMT	TOT	AL APPLIED	
	REGUL A I	R CHECKS:	0		0.00	0.00		0.00	
	HANDWR:	ITTEN CHECKS:	0		0.00	0.00		0.00	
	PRE-WR	ITE CHECKS:	0		0.00	0.00		0.00	
	DRAFTS	:	6		0.00	128,041.71		28,041.71	
	VOID C	HECKS:	0		0.00	0,00		0.00	
	NON CHI	ECKS:	0		0.00	0.00		0.00	
	CORRECT	TIONS:	0		0.00	0.00		0.00	
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A5000	I-88100 100 4460-5110	All City Elevator, Inc. Nov - Jan Oil & Grease REPAIRS, BUILDINGS & GROUNDS		8/2023 Dil & Grea	123.00		153909		123.00
A6030	I-INV-160676 485 4470-7050-324	American Engineering Testing, 2022-23 Street project 2022 STREET PROJECT	R 11/2 2022-23 Str	8/2023 eet proje	1,969.25		153910		1,969.25
A8220	I-0188870 730 4823-5130	Astleford International Truck PW 836 Airleak repair/mount i REPAIRS, EQUIPMENT		28/2023 .eak repai	708.81		153911		708.81
B4000	I-801941 100 4360-1210	Beisswenger's Do It Best Lambert keys SUPPLIES, BUILDINGS & GROUNDS		28/2023 vs	6.28		153912		6.28
C3221	I-6085975-00 100 4472-1600	Central Turf & Irrigation Sup Sidewalk salt OPERATING SUPPLIES	p R 11/2 Sidewalk sa		477.75		153913		477.75
C4500	I-32009020466 100 4460-3030 252 4350-3030	City Wide Maintenance of Minn Nov cleaning OTHER PROFESSIONAL SERVICES OTHER PROFESSIONAL SERVICES		-	2,181.07 1,087.12		153914		
	I-42009009530 252 4350-3030 I-42009009672 252 4350-3030	10/28 clean kitchen OTHER PROFESSIONAL SERVICES 10/29 supplemental work OTHER PROFESSIONAL SERVICES	10/28 clear	28/2023	60.00 501.76		153914 153914		3,829.95
C4510	I-4171832376 252 4350-1600 252 4350-2410 252 4730-3030	Cintas - Chicago MVCC linens; mats; towels OPERATING SUPPLIES MAINTENANCE; MATS, TOWELS, MOPS, OTHER PROFESSIONAL SERVICES	MVCC linens	s;mats;tow	32.48 42.02 6.67		153915		
	I-4172544375 252 4350-1600 252 4350-2410 252 4730-3030	MVCC linens;mats;towels OPERATING SUPPLIES MAINTENANCE;MATS,TOWELS,MOPS, OTHER PROFESSIONAL SERVICES	MVCC linens EMVCC linens	s;mats;tow s;mats;tow	32.48 42.02 58.59		153915		
	1-4172789235 100 4360-2400 100 4410-2400 100 4460-2400 100 4465-2400 100 4470-2400	Uniforms & clothing UNIFORM & CLOTHING UNIFORM & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORMS & CLOTHING	Uniforms & Uniforms & Uniforms & Uniforms & Uniforms & Uniforms &	clothing clothing clothing clothing	27.58 4.07 0.47 5.70 12.69		153915		
	100 4472-2400 100 4475-2400 700 4823-2400 700 4825-2400	UNIFORMS & CLOTHING UNIFORMS & CLOTHING UNIFORM & CLOTHING UNIFORM & CLOTHING	Uniforms & Uniforms & Uniforms & Uniforms &	clothing clothing	8.73 2.68 18.74 3.49				

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		DAIE DAIE	AMOUNT	DISCOONT	NO	SIMIUS	AMOUNT
C4510	Cintas - Chicago CONT						
1-4172789235	Uniforms & clothing	R 11/28/2023			153915		
730 4823-2400	UNIFORM & CLOTHING	Uniforms & clothing	21.42				
745 4415-2400	UNIFORM & CLOTHING	Uniforms & clothing	9.08				
745 4417-2400	UNIFORM & CLOTHING	Uniforms & clothing	1.74				
1-4173163191	Mats & towels	R 11/28/2023			153915		
100 4360-2410	MAINTENANCE; MATS, TOWELS, MOR		9.58				
100 4410-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	2.95				
100 4460-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	0.14				
100 4465-2410	MAINTENANCE; MATS, TOWELS, MOR	•	2.00				
100 4470-2410	MAINTENANCE; MATS, TOWELS, MOR		5.48				
100 4472-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	3.05				
100 4475-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	0.91				
700 4823-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	8.34				
700 4825-2410	MAINTENANCE; MATS, TOWELS, MO	PS,EMats & towels	1.24				
730 4823-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	9.44				
745 4415-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	3.91				
745 4417-2410	MAINTENANCE; MATS, TOWELS, MOR	PS,EMats & towels	0.62				
I-4173263098	MVCC linens; mats; towels	R 11/28/2023			153915		
252 4350-1600	OPERATING SUPPLIES	MVCC linens; mats; tow	32.48				
252 4350-2410	MAINTENANCE; MATS, TOWELS, MOD		42.02				
252 4730-3030	OTHER PROFESSIONAL SERVICES		6.67				
1-4173749793	Mats & towels	R 11/28/2023			153915		
100 4360-2410	MAINTENANCE; MATS, TOWELS, MOI		7.41				
100 4410-2410	MAINTENANCE; MATS, TOWELS, MOD		2.29				
100 4460-2410	MAINTENANCE; MATS, TOWELS, MO		0.11				
100 4465-2410	MAINTENANCE; MATS, TOWELS, MO		1.55				
100 4470-2410	MAINTENANCE; MATS, TOWELS, MO		4.24				
100 4472-2410	MAINTENANCE; MATS, TOWELS, MO		2.36				
100 4475-2410	MAINTENANCE; MATS, TOWELS, MO		0.70				
700 4823-2410	MAINTENANCE; MATS, TOWELS, MO		6.45				
700 4825-2410	MAINTENANCE; MATS, TOWELS, MO		0.96				
730 4823-2410	MAINTENANCE; MATS, TOWELS, MO		7.30				
745 4415-2410	MAINTENANCE; MATS, TOWELS, MO		3.02				
745 4417-2410	MAINTENANCE; MATS, TOWELS, MO	· ·	0.47				
1-4174026321	MVCC linens; mats; towels	R 11/28/2023			153915		
252 4350-1600	OPERATING SUPPLIES	MVCC linens; mats; tow	32.48				
252 4350-2410	MAINTENANCE; MATS, TOWELS, MO		42.02				
252 4730-3030	OTHER PROFESSIONAL SERVICE		60.27				
1-4174316676	Uniforms & clothing	R 11/28/2023			153915		
100 4360-2400 100 4410-2400	UNIFORM & CLOTHING	Uniforms & clothing	26.39				
100 4410-2400	UNIFORM & CLOTHING	Uniforms & clothing	3.90				
100 4460-2400	UNIFORMS & CLOTHING	Uniforms & clothing	0.45				
100 4465-2400	UNIFORMS & CLOTHING	Uniforms & clothing	25.46				
100 4470-2400	UNIFORMS & CLOTHING UNIFORMS & CLOTHING	Uniforms & clothing	12.14				
100 4472-2400	UNIFORMS & CLOTHING UNIFORMS & CLOTHING	Uniforms & clothing Uniforms & clothing	8.35 2.56				
700 4823-2400	UNIFORM & CLOTHING	Uniforms & clothing	24,60				
700 1023 2400	OUTTOIN & CHOITING	outtorns a crocuring	24.00				

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G8020	I-9874336697 730 4823-1230 I-9898811535 700 4823-5110	Grainger Sewer manhole magnet SUPPLIES, EQUIPMENT Well 6 compressor floor mount: REPAIRS, BUILDINGS & GROUNDS		ole magnet 28/2023	21.40 62.09		153926 153926		83.49
G8150	I-102317 100 4472-3030	Great Lakes Weather Service, Nov-Apr weather reports/alert OTHER PROFESSIONAL SERVICES		28/2023 ather repo	1,670.00		153927		1,670.00
H2805	I-6623457 700 4825-1600 I-6624777 700 4825-1600	Hawkins, Inc. Potassium for radon OPERATING SUPPLIES Cylinder rental for chlorine OPERATING SUPPLIES	Potassium	28/2023	1,190.80		153928 153928		1,320.80
Н3056	I-111-7721959-224420 100 4180-1600 I-11162023 100 4180-3610	Nick Henly Bldg Official Work Shirt OPERATING SUPPLIES Bldg Off cert renewal MEMBERSHIPS	R 11/Bldg Offic	28/2023 Fial Work S 28/2023 Fert renewa	112.85		153929 153929		197.85
H4035	I-605285737 252 4350-1600 I-605285738 100 4460-1600	Hillyard/Minneapolis Tissues; Towels; Liners OPERATING SUPPLIES Tissues; Towels; Liners OPERATING SUPPLIES	Tissues;To	728/2023 owels;Liner 728/2023 owels;Liner	382.64 260.54		153930 153930		643.18
Н4045	I-6290865 252 4350-5110	Hirshfield's, Inc. Paint REPAIRS, BUILDINGS & GROUNDS		/28/2023	53.48		153931		53.48
Н7150	I-023-050-2 100 4180-3030	Hoisington Koegler Group Inc. MV Mall redev planning Octobe OTHER PROFESSIONAL SERVICES		/28/2023 edev planni	7,086.66		153932		7,086.66
I6560	I-IN4341128 100 4160-1600	Innovative Office Solutions, Office supplies OPERATING SUPPLIES		/28/2023 oplies	99.74		153933		
	I-IN4341345 100 4160-1600 I-IN4373821	Toner OPERATING SUPPLIES Office supplies	Toner	/28/2023 /28/2023	125.57		153933 153933		
	100 4460-1600	OPERATING SUPPLIES	Office sup	pplies	50.16				275.47

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CHECK CHECK CHECK CHECK VENDOR I.D. NAME STATUS DATE AMOUNT DISCOUNT NO STATUS AMOUNT 16680 Instrumental Research, Inc. I-5247 R 11/28/2023 Oct water testing 153934 700 4825-3030 OTHER PROFESSIONAL SERVICES Oct water testing 165,00 165.00 J2000 Java Properties LLC I-202311159362 Refund Escrow Caribou Coffee R 11/28/2023 153935 100 2320 DEPOSIT PAYABLE Refund Escrow Caribo 11,250.00 11.250.00 K1009 K-Tech I-202311-K0023 Road salt brine additive R 11/28/2023 153936 100 4472-1600 OPERATING SUPPLIES Road salt brine addi 947.72 947.72 K3000 Kennedy & Graven, Chartered I-177835 Through 10-31-2023 Retainer R 11/28/2023 153937 100 4160-3010 GENERAL LEGAL SERVICES Administration 950.73 Finance Department 100 4160-3010 GENERAL LEGAL SERVICES 598.62 100 4160-3010 GENERAL LEGAL SERVICES PD Matters 292.19 100 4160-3010 GENERAL LEGAL SERVICES General Zoning Matte 158.46 I-177836 Through 10-31-2023 EDA R 11/28/2023 153937 230 4650-3030 OTHER PROFESSIONAL SERVICES General Matters 21.50 230 2320 DEPOSIT PAYABLE MWF Housing Project 365.90 230 2320 DEPOSIT PAYABLE MWF Properties Proje 153.00 230 4650-3030 OTHER PROFESSIONAL SERVICES 2716 Hillview Road 561.00 230 4650-3030 OTHER PROFESSIONAL SERVICES 2833 MV Blvd 459.00 I-177840 Through 10-31-23 Non-Retainer R 11/28/2023 153937 100 4110-3030 OTHER PROFESSIONAL SERVICES Charter Commission-L 279,50 100 4160-3010 GENERAL LEGAL SERVICES General Labor Matter 344.00 100 4160-3010 GENERAL LEGAL SERVICES Telecommunications 21.50 230 2320 DEPOSIT PAYABLE Greenwood Dr Infill 4.502.90 485 4470-7050-325 2023 STREET PROJECT PLESANT VI2022-23 Street Proje 107.50 230 2320 DEPOSIT PAYABLE Long Lake Cove (7700 51.00 100 4160-3010 GENERAL LEGAL SERVICES Organized Collection 9.935.08 100 4160-3010 GENERAL LEGAL SERVICES Ardan Pk Develop Wet 76.50 100 4140-3030 OTHER PROFESSIONAL SERVICES Special Election 344 00 100 4160-3010 GENERAL LEGAL SERVICES Sales Tax Matter 43.00 100 4160-3010 GENERAL LEGAL SERVICES Cannabis Matters 64.50 GENERAL LEGAL SERVICES 100 4160-3010 SRO Matter 193 50 745 4415-3030 OTHER PROFESSIONAL SERVICES PFA Settlements 3,816.25 100 2320 DEPOSIT PAYABLE 1,470.30 Wilcox (Alex Gardens 100 4160-3010 GENERAL LEGAL SERVICES Org Waste Coll Petit 3,354.00 28,163.93 L1345 Language Line Services I-11100314 Interpretation w/H.Tran Rehab R 11/28/2023 153939 100 4160-3030 OTHER PROFESSIONAL SERVICES Interpretation w/H.T 430.02 430.02

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CHECK CHECK CHECK CHECK VENDOR I.D. NAME STATUS AMOUNT DATE DISCOUNT STATUS NO AMOUNT M5300 Midway Ford Company CONT I-801578 PD 161 vehicle supplies R 11/28/2023 153946 100 4465-1220 SUPPLIES, VEHICLES PD 161 vehicle suppl 250.49 I-802503 PD 172 Transmission mount R 11/28/2023 153946 100 4465-1220 SUPPLIES, VEHICLES PD 172 Transmission 84.70 I-802504 PD 193 Transmission mount R 11/28/2023 153946 100 4465-1220 SUPPLIES, VEHICLES PD 193 Transmission 84.70 405.90 M7150 MN Chiefs of Police Assn. (ETI I-14671 Registration-Critical Issues R 11/28/2023 153947 100 4200-3630 TRAINING & CONFERENCES Registration-Critica 600.00 600.00 M7305 MN Dept of Agriculture I-202311149360 2024 Tree Care Registry Renew R 11/28/2023 153948 TRAINING & CONFERENCES 100 4360-3630 2024 Tree Care Regis 25.00 25.00 M7315 MN Dept of Health I-202311219368 3rd QTR 2023 Water Supply R 11/28/2023 153949 700 2076 DUE TO STATE MN - SAFE WATER F3rd QTR 2023 Water S 7,960,00 7,960.00 M7675 MN Recreation & Park Associati I-10843 Maintenance Facilities Job Ad R 11/28/2023 153950 100 4160-3420 ADVERTISING Maintenance Faciliti 125.00 125.00 м7969 Minute Maker Secretarial I-M1789 PC; CC & EDA meetings R 11/28/2023 153951 100 4110-3030 OTHER PROFESSIONAL SERVICES Planning comm mtg 159.00 100 4100-3030 OTHER PROFESSIONAL SERVICES CC & EDA mtg 218.50 377.50 M8250 Mounds View Animal Hospital I-399954 Vet services - Ace R 11/28/2023 153952 VETERINARY SERVICES 100 4200-3080 Vet services - Ace 130.02 130.02 Norseman Awards N4800 T-2670 Name tags & badges R 11/28/2023 153953 252 4350-2400 UNIFORM & CLOTHING Name tags & badges 35.86 35.86 N7007 Northland Temporaries I-856862 10/29 janitor R 11/28/2023 153954 252 4350-3030 OTHER PROFESSIONAL SERVICES 10/29 janitor 756.00 252 4730-3030 OTHER PROFESSIONAL SERVICES 10/29 janitor 580.50 T-856893 11/5 janitor R 11/28/2023 153954 252 4350-3030 OTHER PROFESSIONAL SERVICES 11/5 janitor 756.00 252 4730-3030 OTHER PROFESSIONAL SERVICES 11/5 janitor 378.00 T-856918 11/12 janitor R 11/28/2023 153954 252 4730-3030 OTHER PROFESSIONAL SERVICES 11/12 janitor

850.50

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CHECK CHECK CHECK CHECK VENDOR I.D. NAME STATUS AMOUNT DATE DISCOUNT STATUS NO AMOUNT N8525 Nystrom Publishing Co. I-46968 Fall Park-Rec guide & postage R 11/28/2023 153955 252 4732-3430 PRINTING Fall Park-Rec guide 5,113.47 5,113.47 05100 Office of MNIT Services I-W23100563 R 11/28/2023 Oct MN IT services 153956 100 4200-3055 INFORMATION SYSTEM FEES Oct MN IT services 347.55 347.55 P1565 Dave Perkins Contracting, Inc. I-28724 8158 Spring Lake Rd water repa R 11/28/2023 153957 700 4823-5155 REPAIR, WATER SERVICE 8158 Spring Lake Rd 7,721.12 I-28799 8280 Long Lake Rd water repair R 11/28/2023 153957 700 4823-5150 REPAIRS, UTILITY 8280 Long Lake Rd wa 4,409.12 I-28800 7404 Park View Dr water repair R 11/28/2023 153957 REPAIR, WATER SERVICE 7404 Park View Dr wa 700 4823-5155 4,831.12 I-28801 7413 Park View Dr water repair R 11/28/2023 153957 7413 Park View Dr wa 700 4823-5155 REPAIR, WATER SERVICE 7,569.12 24,530.48 P3765 Petsmart T-202311182726 Dog food Grizz R 11/28/2023 153958 100 4200-1600 OPERATING SUPPLIES 97.53 Dog food Grizz 97.53 P6750 Pomp's Tire Service - Milwauke I-210682422 PD stock tires R 11/28/2023 153959 100 4465-1220 SUPPLIES, VEHICLES PD stock tires 598.88 598.88 P7000 PRECISION LANDSCAPE & TREE, IN I-87633 Diseased tree removal R 11/28/2023 153960 100 4380-3520 TREE REMOVAL Diseased tree remova 12.684.00 T-87713 Diseased tree removal R 11/28/2023 153960 100 4380-3520 TREE REMOVAL Diseased tree remova 15,055.00 27,739.00 P7250 Print Central I-151621 R 11/28/2023 23-24 plowing maps 153961 100 4472-1600 OPERATING SUPPLIES 23-24 plowing maps 42.65 42.65 R3002 Ramsey County I-EMCOM-011252 Oct fleet support R 11/28/2023 153962 700 4823-3100 TELEPHONE Oct fleet support 7.2B 745 4415-3100 TELEPHONE Oct fleet support 7.28 730 4823-3100 TELEPHONE Oct fleet support 7.28 T-PRRRV-002243 Q4 election services R 11/28/2023 153962 100 4140-3030 OTHER PROFESSIONAL SERVICES Q4 election services 7,816.00 7,837.84

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
R3600	I-2302B 100 4200-3630	Red Team Police K-9 Consulting Certification-K9 Tactical 21 TRAINING & CONFERENCES	R 11/	/28/2023 tion-K9 Tac	250.00		153963		250.00
R7267	I-202311219367 100 2320	Roto Rooter Street Deposit Refund DEPOSIT PAYABLE	R 11/ 2220 Terra	/28/2023 ace Dri v e	10,000.00		153964	10	0,000.00
S4224	I-0060944-001 100 4160-1600	Sensible Office Solutions Business Cards- Zach Lindstrom OPERATING SUPPLIES		/28/2023 Cards- Zach	34.50		153965		34.50
S8802	I-I1664179 100 4200-1600	Streicher's - Minneapolis 5 Life Saving Awards OPERATING SUPPLIES		/28/2023 Jing Awards	665.49		153966		665.49
Т1357	1-229458	Terminix Pest control		/28/2023			153967		
	252 4350-5110 I-229459 100 4460-3030	REPAIRS, BUILDINGS & GROUNDS Pest control OTHER PROFESSIONAL SERVICES		/28/2023	59.50 46.75		153967		
	I-229460 100 4460-3030	Pest control OTHER PROFESSIONAL SERVICES		/28/2023	60.00		153967		
	I-231693 252 4350-5110	Pest control REPAIRS, BUILDINGS & GROUNDS		/28/2023	59.50		153967		
	I-231694 100 4460-3030	Pest control OTHER PROFESSIONAL SERVICES	R 11, Pest cont:	/28/2023 rol	46.75		153967		
	I-231695 100 4460-3030	Pest control OTHER PROFESSIONAL SERVICES	R 11. Pest cont	/28/2023 rol	60.00		153967		332.50
Т5019	I-1014	Rise LLC PD Squad Car Washes		/28/2023			153968		
	100 4200-1700	MOTOR FUELS & LUBRICANTS	PD Squad	Car Washes	10.00				10.00
T6022	I-313992726	Trane U.S. Inc. Q4 service agrmt		/28/2023	J. Jl		153969		
	100 4460-3030 I-313995259 252 4350-5130	OTHER PROFESSIONAL SERVICES Q4 maintenance	Q4 service R 11 Q4 mainte	/28/2023	1,748.00		153969		
	I-314052923 252 4350-5130	REPAIRS, EQUIPMENT MVCC repairs REPAIRS, EQUIPMENT		/28/2023	3,374.50 2,138.00		153969		7,260.50
T6150		Tyler Tran	*		•				,
	I-202311159363 225 3514	Bond Return Forfeited Vehicle FORFEITURES		/28/2023 rn Forfeite	6,200.00		153970		6,200.00

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VENDOR I.D.	NAME	CHECK	TAKOLINITE!	CHECK		CHECK
VENDOR I.D.	MANIE	STATUS DATE	AMOUNT	DISCOUNT NO	STATUS	AMOUNT
V4105	Verizon Wireless					
I-9947644124	Cell Phones 10/24-11/23	R 11/28/2023		15397	1	
100 4180-3100	TELEPHONE	Cell Phones 10/24-11	128.69			
100 4200-3100	TELEPHONE	Cell Phones 10/24-11	. 884.61			
100 4360-3100	TELEPHONE	Cell Phones 10/24-11	. 116.60			
100 4410-3100	Telephone	Cell Phones 10/24-11	123.69			
100 4460-3100	Telephone	Cell Phones 10/24-11	24.14			
100 4465-3100	TELEPHONE	Cell Phones 10/24-11	41.23			
100 4470-3100	TELEPHONE	Cell Phones 10/24-11	65.37			
252 4350-3100	TELEPHONE	Cell Phones 10/24-11	123.69			
700 4823-3100	TELEPHONE	Cell Phones 10/24-11	197.49			
730 4823-3100	TELEPHONE	Cell Phones 10/24-11	157.48			
745 4415-3100	TELEPHONE	Cell Phones 10/24-11	117.47			1,980.46
W0565	Walters Recycling & Refuse I	nc				
1-7405350	10/2-10/16 dumpster	R 11/28/2023		15397	12	
730 4823-5160	REPAIRS, SYSTEM MAINTENANCE	10/2-10/16 dumpster	629.14	10007		
1-7407259	Nov trash	R 11/28/2023	023.11	15397	19	
100 4460-3530	REFUSE COLLECTION	Nov trash	1,221.75	10007		
252 4350-3530	REFUSE COLLECTION	Nov trash	563.41			
290 4420-3530	REFUSE COLLECTION	Nov trash	212.09			2,626.39
						2,020103
W1602	Water Conservation Service,					
I-13572	Oct leak survey	R 11/28/2023		15397	73	
700 4823-3030	OTHER PROFESSIONAL SERVICES	Oct leak survey	3,000.00			3,000.00
X6000	Xcel Energy					
I-202311139358	10-16-23 to 10-30-23 St Ligh	t R 11/28/2023		1539	7.4	
740 4416-3210	ELECTRICITY	10-16-23 to 10-30-23	26.18			26.18
84050						
Z4050	Ziegler, Inc.	7.1 /00 /0000		4500		
I-IN001246670	PW 457 oil filter	R 11/28/2023	F. G. O. F.	1539	75	
100 4465-1220	SUPPLIES, VEHICLES	PW 457 oil filter	56.05			56.05
* * TOTALS * *	NO		INVOICE AMOUNT	DISCOUNTS	CHE	CK AMOUNT
REGULAR CHECKS:	69		479,959.82	0.00		79,959.82
HAND CHECKS:	0		0.00	0.00	2.4	0.00
DRAFTS:	0		0.00	0.00		0.00
EFT:	0		0.00	0.00		0.00
NON CHECKS:	0		0.00	0.00		0.00
LYGAY GALL GALL R			0,00	0.00		0.00
VOID CHECKS:	0 VOID DEBI	TTS 0.00				
	VOID CREE		0.00	0.00		
		-76 -7	2.30	5.50		

TOTAL ERRORS: 0

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 2320	DEPOSIT PAYABLE	22,720.30
100 3665	PARK SITE PERMIT	166.09
100 4100-3030	OTHER PROFESSIONAL SERVICES	218,50
100 4110-3030	OTHER PROFESSIONAL SERVICES	438.50
100 4140-3030	OTHER PROFESSIONAL SERVICES	8,160.00
100 4160-1600	OPERATING SUPPLIES	310.00
100 4160-3010	GENERAL LEGAL SERVICES	16,032.08
100 4160-3030	OTHER PROFESSIONAL SERVICES	505.02
100 4160-3420	ADVERTISING	125.00
100 4180-1600	OPERATING SUPPLIES	112.85
100 4180-3030	OTHER PROFESSIONAL SERVICES	7,086,66
100 4180-3100	TELEPHONE	128.69
100 4180-3610	MEMBERSHIPS	85.00
100 4200-1600	OPERATING SUPPLIES	806.24
100 4200-1700	MOTOR FUELS & LUBRICANTS	10.00
100 4200-3055	INFORMATION SYSTEM FEES	347.55
100 4200-3070	COPS EVENTS	138,16
100 4200-3080	VETERINARY SERVICES	130.02
100 4200-3100	TELEPHONE	884.61
100 4200-3630	TRAINING & CONFERENCES	850.00
100 4360-1210	SUPPLIES, BUILDINGS & GROUNDS	6.28
100 4360-1230	SUPPLIES, EQUIPMENT	39.90
100 4360-2400	UNIFORM & CLOTHING	53.97
100 4360-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	26,57
100 4360-3030	OTHER PROFESSIONAL SERVICES	949.96
100 4360-3100	TELEPHONE	116.60
100 4360-3630	TRAINING & CONFERENCES	25.00
100 4380-3520	TREE REMOVAL	27,739.00
100 4410-2400	UNIFORM & CLOTHING	7.97
100 4410-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	8.19
100 4410-3100	Telephone	123.69
100 4460-1600	OPERATING SUPPLIES	394.42
100 4460-2400	UNIFORMS & CLOTHING	0, 92
100 4460-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	0.39
100 4460-3030	OTHER PROFESSIONAL SERVICES	5,122.51
100 4460-3100	Telephone	24.14
100 4460-3530	REFUSE COLLECTION	1,221.75
100 4460-5110	REPAIRS, BUILDINGS & GROUNDS	123.00
100 4465-1220	SUPPLIES, VEHICLES	1,107.37
100 4465-1701	MOTOR FUELS & LUBRICANTS - DSL	4,416.65
100 4465-2400	UNIFORMS & CLOTHING	31.16
100 4465-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	5.55
100 4465-3100	TELEPHONE	41,23
100 4470-2400	UNIFORMS & CLOTHING	24.83
100 4470-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	15.20
100 4470-3030	OTHER PROFESSIONAL SERVICES	7,225.00

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** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 4470-3100	TELEPHONE	65.37
100 4472-1230	SUPPLIES, EQUIPMENT	169.15
100 4472-1600	OPERATING SUPPLIES	1,468.12
100 4472-2400	UNIFORMS & CLOTHING	17.08
100 4472-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	8.46
100 4472-3030	OTHER PROFESSIONAL SERVICES	1,670.00
100 4475-2400	UNIFORMS & CLOTHING	5.24
100 4475-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	2.52
100 4653-3045	CONTRACTUAL N. METRO CONF BURE	3,972.26
	*** FUND TOTAL ***	115,484.72
225 3514	FORFEITURES	6,200.00
	*** FUND TOTAL ***	6,200.00
230 2320	DEPOSIT PAYABLE	5,072.80
230 4650-3030	OTHER PROFESSIONAL SERVICES	1,041.50
	*** FUND TOTAL ***	6,114.30
252 2077	DUE TO STATE MN - SALES TAX	13.91
252 4350-1600	OPERATING SUPPLIES	592.46
252 4350-2400	UNIFORM & CLOTHING	35.86
252 4350-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	168.08
252 4350-3030	OTHER PROFESSIONAL SERVICES	3,360.87
252 4350-3100	TELEPHONE	123.69
252 4350-3530	REFUSE COLLECTION	563.41
252 4350-5110	REPAIRS, BUILDINGS & GROUNDS	179.06
252 4350-5130	REPAIRS, EQUIPMENT	5,512.50
252 4730-3030	OTHER PROFESSIONAL SERVICES	1,941.20
252 4732-3430	PRINTING	5,113.47
252 4732-5110	REPAIRS, BUILDINGS & GROUNDS	965.57
	*** FUND TOTAL ***	18,570.08
290 4420-3530	REFUSE COLLECTION	212.09
	*** FUND TOTAL ***	212.09
	2022 STREET PROJECT	1,969.25
485 4470-7050-325		107.50
	*** FUND TOTAL ***	2,076.75
700 1152	UTILITY DELQ. RECIEVABLE	533.29
700 2076	DUE TO STATE MN - SAFE WATER F	7,960.00
700 4823-1230	SUPPLIES, EQUIPMENT	15.60
700 4823-1250	SUPPLIES, UTILITIES	89.77
700 4823-1600	OPERATING SUPPLIES	222.62
700 4823-2400	UNIFORM & CLOTHING	43.34
700 4823-2410	MAINTENANCE; MATS, TOWELS, MOPS, E	23.13

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** G/L ACCOUNT TOTALS **

G/L	ACCOUNT	NAME	AMOUNT		
700	4823-3030	OTHER PROFESSIONAL SERVICES	3,451.23		
700	4823-3100	TELEPHONE	252.22		
700	4823-5110	REPAIRS, BUILDINGS & GROUNDS	62.09		
700	4823-5150	REPAIRS, UTILITY	4,409.12		
700	4823-5155	REPAIR, WATER SERVICE	20,121.36		
700	4825-1600	OPERATING SUPPLIES	1,320.80		
700	4825-2400	UNIFORM & CLOTHING	6.83		
700	4825-2410	MAINTENANCE; MATS, TOWELS, MOPS,	E 3.44		
700	4825-3030	OTHER PROFESSIONAL SERVICES	165,00		
		*** FUND TOTAL ***	38,679.84		
730	4823-1230	SUPPLIES, EQUIPMENT	53.38		
730	4823-1600	OPERATING SUPPLIES	222.63		
730	4823-2400	UNIFORM & CLOTHING	41.91		
730	4823-2410	MAINTENANCE; MATS, TOWELS, MOPS,			
	4823-3030	OTHER PROFESSIONAL SERVICES	91.00		
	4823-3100	TELEPHONE	164.76		
	4823-3230	WASTE WATER DISPOSAL	286,683.33		
	4823-5130	REPAIRS, EQUIPMENT			
	4823-5160	REPAIRS, SYSTEM MAINTENANCE			
, •	1020 0100	*** FUND TOTAL ***	288,621.14		
740	4416-3210	ELECTRICITY	26.18		
		*** FUND TOTAL ***	26.18		
745	4415-2400	UNIFORM & CLOTHING	17.77		
745	4415-2410	MAINTENANCE; MATS, TOWELS, MOPS,	E 10.84		
745	4415-3030	OTHER PROFESSIONAL SERVICES	3,816.25		
745	4415-3100	TELEPHONE	124,75		
745	4417-2400	UNIFORM & CLOTHING			
745	4417-2410	MAINTENANCE; MATS, TOWELS, MOPS,			
		*** FUND TOTAL ***	3,974.72		
	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBNK TO	TALS: 69		479,959.82	0.00	479,959.82
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0.00

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Item No: 5.C.

Meeting Date: November 27, 2023
Type of Business: Consent Agenda

Administrator review:

City of Mounds View Staff Report

To: Honorable Mayor and City Council

From: Rayla Sue Ewald, Human Resource Director

Item Title/Subject: Resolution 9826 Authorizing Separation Compensation for Police Officer

Jason Eyberg

Background

Police Officer Jason Eyberg has resigned from the City of Mounds View effective October 24, 2023. Officer Eyberg has been employed by the City since June 19, 2023. Attached is Resolution 9826, authorizing separation compensation to Officer Eyberg in accordance with the City's Personnel Manual and LELS Labor Agreement.

Discussion

Section 5.03 of the City of Mounds View Personnel Manual and Article 21 of the LELS Labor Agreement state employees leaving in good standing will receive a lump-sum compensation for all accrued vacation and compensation time. Article 23 of the LELS Labor Agreement state employees with two (2) or more years of service will contribute their eligible sick leave hours to the Retirement Health Savings Plan. Officer Eyberg did not have two (2) years of service with the City of Mounds View.

The following represents separation compensation eligible to Officer Eyberg:

	Hours	Hourly rate	Payout
Vacation Hours	43.89	\$32.73	\$1,436.52 Cash Payout
Compensatory Hours	0.00	\$32.73	\$ 0.00 Cash Payout
Total Separation Compensation:		\$1,436.52 Cash Payout	

Recommendation

Staff recommends approval of Resolution 9826 Authorizing Separation Compensation for Police Officer Jason Eyberg.

Respectfully submitted,

Rayla Sue Ewald

Human Resource Director

Attachment(s):

Resolution 9826, Authorizing Separation Compensation for Police Officer Jason Eyberg

The Mounds View Vision

A Thriving Desirable Community

RESOLUTION NO. 9826 CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

AUTHORIZING SEPARATION COMPENSATION FOR POLICE OFFICER JASON EYBERG

WHEREAS, Police Officer Jason Eyberg has resigned from the City of Mounds View effective October 24, 2023; and

WHEREAS, in accordance with Article 23 of the Labor Agreement between the City of Mounds View and the Law Enforcement Labor Services, Inc. (LELS) Local No. 204, Officer Eyberg will receive a cash payout of accrued and unused vacation hours of 43.89; and

WHEREAS, the rate of pay for Officer Eyberg upon resignation was \$32.73 per hour.

NOW, THEREFORE, BE IT RESOLVED that the Mounds View City Council approves separation compensation to Police Officer Eyberg consistent with the Labor Agreement between the City of Mounds View and the Law Enforcement Labor Services, Inc. (LELS) Local No. 204, and Section 5.03 of the Mounds View Personnel Manual as follows:

	Hours	Hourly rate	Payout
Vacation Hours	43.89	\$32.73	\$1,436.529 Cash Payout
Compensatory Hours	0.00	\$32.73	\$ 0.00 Cash Payout
Total Separation Compensation:		\$1,436.52 Cash Payout	

	Adopted this 27 th day of November, 2023.	
ATTEST:	Zach Lindstrom, Mayor	
(seal)	Nyle Zikmund, City Administrator	



Item No: 5.D.

Meeting Date: November 27, 2023 **Type of Business**: Consent Agenda

Administrator Review

City of Mounds View Staff Report

To: Honorable Mayor and City Council

From: Rayla Sue Ewald, Human Resource Director

Item Title/Subject: Resolution 9825, Approving a Memorandum of Understanding

Between the City of Mounds View and the Public Works Collective Bargaining Unit for a 2023 Wage Agreement in the 2023 to 2025

Contract

Introduction:

Administrative staff began negotiations with the Public Works Bargaining Unit over a year ago without reaching complete resolution on all items within the Collective Bargaining Agreement. The City has made a good faith offer on wages for the Public Works recognized positions of Maintenance Worker, Arborist, Mechanic, Lead, and Senior Lead.

Discussion:

Public Works Bargaining Unit staff have been paid 2022 wages and working off their 2020 – 2022 Collective Bargaining Agreement. Administrative staff presented, and the Bargaining Unit accepted, wage rates noted on Attachment 1, reflecting rates for 2023, 2024, and 2025. The HR Committee is in agreement with the suggested rate increases. At this time, staff would like to request Council approve the Memorandum of Understanding, which will approve the Public Works Unit wage increases for 2023. Staff intends to return to Council prior to year-end with the finalized 2023-2025 Collective Bargaining Agreement.

Strategic Plan Strategy/Goal:

This addresses the City Council goal to create a culture where employees desire to work and remain employed with Mounds View.

Financial Impact:

Budgeted item.

Recommendation:

Staff recommends approval of Resolution 9825, Approve a Public Works Memorandum of Understanding for 2023 Wages Payable to the Public Works Collective Bargaining Agreement in the 2023 – 2025 Contract.

Sincerely,

Rayla Sue Ewald

Human Resource Director

Attachments:

- Resolution 9825
- Exhibit 1

RESOLUTION NO. 9825

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MOUNDS VIEW AND THE PUBLIC WORKS COLLECTIVE BARGAINING UNIT FOR A 2023 WAGE AGREEMENT IN THE 2023 TO 2025 CONTRACT

WHEREAS, the Union and the City are parties to a collective bargaining agreement;

WHEREAS, negotiations for the 2023 - 2025 Collective Bargaining Agreement have continued for over a year; and

WHEREAS, the Union employees continue to receive their 2022 wages; and

WHEREAS, the Union has agreed to the wage increase offered by the City for 2023, 2024, and 2025; and

WHEREAS, at this time, staff is requesting to approve the Public Works Memorandum of Understanding which will allow processing of retroactive payroll to January 1, 2023 for Public Works Collective Bargaining Unit staff members for the year 2023.

NOW THEREFORE, BE IT RESOLVED THAT, the Mounds View City Council Approves the attached Memorandum of Understanding for 2023 Wages Payable to the Public Works Collective Bargaining Agreement in the 2023 – 2025 Contract as shown in Exhibit A (attached).

	Adopted this 27 th day of November, 2023.
	Zach Lindstrom, Mayor
ATTEST:	
	Nyle Zikmund, City Administrator
(SEAL)	

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MOUNDS VIEW AND THE PUBLIC WORKS COLLECTIVE BARGAINING UNIT

2023 WAGE AGREEMENT/2023-2025 CONTRACT WAGES

This Memorandum of Understanding is made between the Public Works Collective Bargaining Unit ("Union") and the City of Mounds View ("City.")

WHEREAS, the Union and the City are parties to a collective bargaining agreement; and

WHEREAS, the City and Collective Bargaining Unit have been negotiating for more than 12 months without reaching a resolution; and

WHEREAS, the City has made a good faith offer on wages for Maintenance Worker, Senior Lead, and Leads as detailed in Attachment A; and

WHEREAS, the City has offered this memorandum of understanding to process the 2023 year of the tentative three year agreement (2023, 2024, 2025); and

WHEREAS, the Collective Bargaining Unit agree the wages as detailed in Attachment A for 2024 and 2025 are also agreed to; and

WHEREAS, the City and Collective Bargaining Unit are near completion of the remaining contract and will commit to resolution by the end of Calendar year 2023.

NOW THEREFORE, upon signatures by all parties, the 2023 back wages, per Attachment A, will be processed with the November payroll (November 16 if possible, November 30 for certain)

In witness whereof, the parties have executed this Memorandum of Understanding on the 30^{th} day of October, 2023.

PUBLIC WORKS COLLECTIVE BARGAINING UNIT

CITY OF MOUNDS VIEW

Christopher Atkinson

Gary Meehlhause, Mayor

Bruce Meehan

Nyle Zikmund, City Administrator

Neil Hiatt

Rayla Ewald, Human Resources

ATTACHMENT A

	MAINTENA	NCE WORKERS
Year	City	
2022	\$	32.56
2023	\$	34.90
2024	\$	36.03
2025	\$	37.11
	LEADS/ARB	ORIST/MECHANIC
Year	City	
2022	\$	35.37
2023	\$	37.71
2024	\$	38.39
2025	\$	39.64
	SENIOR UT	ILITY - GRADE 7
2022	\$	36.89
2023	\$	39.32

2024 \$ 40.80 2025 \$ 42.23



Item No: 08A Meeting Date: November 27, 2023

Type of Business: Council Business
City Administrator Review:

City of Mounds View Staff Report

To: Honorable Mayor and City Council **From:** Nyle Zikmund, City Administrator

Item Title/Subject: Resolution 9824 Approving Appointments to the City of

Mounds View's Commissions

Introduction:

The Parks, Recreation and Forestry Commission, Planning and Zoning Commission and Economic Development Commission have term seats that will expire on December 31, 2023.

Discussion:

Economic Development Commission (Two Seats Open)

As a reminder, the Economic Development Authority will approve EDC appointments by resolution at their November 27, 2023, meeting.

Parks, Recreation and Forestry Commission (Two Seats Open)

Staff received five applications for the Parks, Recreation and Forestry Commission: Andre Kovac, Gerald Arel, Heidi Quinn, Laura Wake-Reisner and Royal Dahlstrom.

Gerald and Laura are currently serving on the PRF Commission and are seeking reappointment. Andre, Heidi and Royal are new applicants.

The Parks, Recreation and Forestry Commission met October 26, 2023, and recommends that the City Council reappoint Gerald Arel and Laura Wake-Reisner to the Mounds View Parks, Recreation and Forestry Department.

Both terms will expire December 31, 2026.

Planning and Zoning Commission: (Three Seats Open)

Staff received six applications for the Planning and Zoning Commission: Dennis Farmer, Donn Lindstrom, Gary Stevenson, Miranda Munson, Andre Kovak and Phil Pinski.

Dennis, Gary and Miranda are currently serving on the Planning and Zoning Commission and are seeking reappointment. Donn, Andre and Phil are new applicants (Donn is currently serving on the EDC but not seeking reappointment).

Item 08A November 27, 2023 Page 2

The Planning and Zoning Commission, at their November 1, 2023, meeting approved Resolution No. 1167-23, recommending that the City Council reappoint Gary Stevenson, Dennis Farmer and Miranda Munson to the Mounds View Planning Commission.

Terms will expire December 31, 2026.

(As some of the information on a commission application is not public until the applicant is appointed, please email Barb at benesch@moundsviewmn.org if you would like any of the applications emailed, as they cannot be part of the public Council meeting packet.)

Strategic Plan Strategy/Goal: N/A

Financial Impact: N/A

Recommendation:

Staff is recommending approval of Resolution 9824 approving appointments to the Parks, Recreation and Forestry Commission and the Planning and Zoning Commission.

Respectfully submitted,		
Nyle Zikmund		
City Administrate	or	

RESOLUTION NO. 9824

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVING APPOINTMENTS TO THE CITY OF MOUNDS VIEW'S COMMISSIONS EFFECTIVE JANUARY 1, 2024

WHEREAS, the City of Mounds View's commissions consist of members appointed by the City Council; and

WHEREAS, there are certain seats that expire December 31, 2023, on the Parks, Recreation and Forestry Commission (2) and the Planning Commission (3).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mounds View approve appointments effective January 1, 2024, as follows:

	_	Term Expiration (3-Year Term)
Parks, Recreation and Forestry Commission	Gerald Arel Laura Wake-Weisner	December 31, 2026 December 31, 2026
Planning Commission	Gary Stevenson Dennis Farmer Miranda Munson	December 31, 2026 December 31, 2026 December 31, 2026
Adopted this 27 th day of N	ovember, 2023.	
	=	·····
	Zach Lindstrom, Mayor	
ATTEST:		
	Nyle Zikmund, City Admin	istrator
(SEAL)		

RESOLUTION 1167-23

STATE OF MINNESOTA COUNTY OF RAMSEY CITY OF MOUNDS VIEW

A RESOLUTION RECOMMENDING APPOINTMENTS TO THE MOUNDS VIEW PLANNING AND ZONING COMMISSION

WHEREAS, the Mounds View City Code, Chapter 33 establishes a Planning and Zoning Commission consisting of seven members of the resident population, other than elected officials, to be appointed by the City Council based upon the recommendation of the Planning and Zoning Commission. Such Commission members may be appointed to three year terms; and,

WHEREAS, three Commission member's terms expires on December 31, 2023. The City solicited applications for city advisory commissions. The City received six applications to serve on the Planning and Zoning Commission; and,

THEREFORE, BE IT RESOLVED, based upon the review of applications for Planning and Zoning Commission members, the Commission hereby recommends to the City Council that the following residents be appointed to the Mounds View Planning and Zoning Commission for terms expiring December 31, 2023:

DE LE CINATE LA DECOTATE A	1 16 1 17 21 1 0 1	
BE IT FINALLY RESOLVED , that t	the Mounds View Planning Commiss	sion directs
DE II I II WEEL I RESOLVED, MAI I	ine mounts view i familing comming	SIOII UII ÇÇIS

Gary Rundle, Chair

Staff to forward this resolution to the City Council prior to approval of the minutes.

Adopted this 1st day of November, 2023.

ATTEST:

Dennis Farmer

Miranda Munson

Gary Stevenson

Brian Beeman, Assistant City Administrator



City of Mounds View Staff Report

To: Honorable Mayor and City Council

From: Rayla Sue Ewald, Human Resource Director

Item Title/Subject: Resolution 9827, Declaring a Vacancy to Exist on the Mounds View City

Council, and Providing Notice that the Vacancy will be filled at an

Upcoming Special Election

Background:

The City held a Special Election for Mayor on November 7, 2023. Current Councilmember Zach Lindstrom ran for Mayor and won the seat. His seat as Mayor began effective November 13, 2023, causing a vacancy for a City Councilmember seat with a term expiration date of December 31, 2026. In accordance with Section 4.05, subd. 1 of the City Charter, when a vacancy in an elected office of the City occurs with 365 days or more remaining in the term of the vacated office, there shall be a special election of the unexpired term of the office vacated. In accordance with State Statute 351.02, Councilmember Lindstrom resigned his position as Councilmember when he accepted the position of Mayor, effective November 13, 2023.

Discussion:

In accordance with Section 4.05 of the City Charter, the Council shall by resolution order a special election and provide all means for holding it. State Statute 205.13 requires that candidate filing begin at least 70 days before the election and that a notice must be published at least two (2) weeks previous to the opening of candidate filing (94 days before the election). It generally takes about two weeks to ensure a notice gets published in our local newspaper. The attached resolution orders a special election and approves the attached Special Election Calendar. The Special Election will occur on Tuesday, April 9. 2024. Polls open from 7:00 a.m. to 8:00 p.m. and all four (4) voting precincts will be located in the Mounds View Community Center.

The City currently uses Ramsey County for election services. In accordance with the 2021 - 2026 contract:

3. c. General Agreements

The County will conduct all special elections required by law during the term of this agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the City for the actual cost realized to conduct a special election. The City will also pay all costs applicable to any State special elections that are not conducted on the date of a regularly scheduled City or State election.

Ramsey County Elections Manager David Triplett estimates the special election will cost the City approximately \$21,000.

Recommendation:

Staff recommends approval of Resolution 9827.

Respectfully submitted,

Rayla Sue Ewald

Human Resource Director

Attachment: Resolution 9827

The Mounds View Vision *A Thriving Desirable Community*

RESOLUTION NO. 9827

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

DECLARING A VACANCY TO EXIST ON THE MOUNDS VIEW CITY COUNCIL, AND PROVIDING NOTICE THAT THE VACANCY WILL BE FILLED AT AN UPCOMING SPECIAL ELECTION

WHEREAS, a Special Election was held for Mayor on November 7, 2023; and

WHEREAS, Councilmember Zach Lindstrom ran for the office of Mayor and was elected by the citizens of Mounds View; and

WHEREAS, under Minnesota Statutes, section 351.02 and the Mounds View City Charter ("City Charter"), section 2.05, Mayor Lindstrom resigned his Councilmember seat when he accepted the office of Mayor, which results in the Councilmember vacancy; and

WHEREAS, Section 4.05 of the City Charter specifies that if more than 365 days remain in the unexpired term of a vacant seat, then the City must hold a special election to elect a replacement to serve for the remainder of the unexpired term, term scheduled to expire December 31, 2026; and

WHEREAS, according to Minnesota Statutes, Section 205.13, candidate filing will run from January 30th through February 13th, 2024, with absentee voting beginning February 23rd; and

WHEREAS, the next uniform election date on which a special election can be held is April 9, 2024.

NOW, THEREFORE, BE IT RESOLVED, the City Council hereby acknowledges that the election of Councilmember Zach Lindstrom to Mayor creates a vacancy on the Mounds View City Council as of November 13, 2023, in accordance with Minnesota Statutes, section 351.02 and the Mounds View City Charter, section 4.05.

BE IT FURTHER RESOLVED, that the City Council hereby declares that the vacancy created by the election of Mayor Lindstrom effective November 13, 2023, will result in more than 365 days remaining in the unexpired term of the vacancy seat, and requiring that the City Council call a special election to fill the vacancy seat for the remainder of the unexpired term.

BE IT FURTHER RESOLVED, that the City Council hereby calls a special election to be held on April 9, 2024 to fill the Councilmember seat vacated by Mayor Lindstrom; and

BE IT FURTHER RESOLVED, that the City Administrator is here by authorized to take all steps reasonably necessary to accomplish the intent of this Resolution and abide by the requirements of the City Charter and Minnesota Statutes including publishing notice of the vacancy and that such vacancy will be filled at a special election to be held on April 9, 2024, and working with Ramsey County to administer the special election as authorized and agreed to under the Elections Services Agreement between the City and County.

Adopted this 27th day of November, 2023.

	Zach Lindstrom, Mayor
	Zach Ellidstrom, Mayor
ATTEST:	

Nyle Zikmund, City Administrator





Item No: 8C

Meeting Date:11/27/2023
Type of Business: Council Business

Administrator Review:

City of Mounds View Staff Report

To: Honorable Mayor and City Council

From: Ben Zender, Chief of Police

Item Title/Subject: Resolution 9823, Approving the Subscription to Flock

Services to include License Plate Readers and Software.

Introduction:

The Mounds View Police Department wants to maintain a safe city by reducing and deterring crime through enforcement, education, and outreach. With that said, improved technology plays a very important role in order to deter, detect, and solve crimes.

Discussion:

The Flock Safety ALPR System is a deployment of cameras throughout an area to provide greater coverage and more detailed information for law enforcement. The Flock program proposed here would include 10 cameras which can be spread throughout the City in high crime areas. Flock's cameras capture date, time, location, license plate (state, partial, paper, and no plate) as well as vehicle details (type and color).

Flock Safety presented staff with a desirable approach to deploying ALPR cameras throughout the community. Unlike other fixed or mobile ALPR devices, the Flock system provides the ability to cover more area of the city with system maintenance provided by the vendor rather than City staff. The Flock program is an all-inclusive model for deploying the APLR cameras. Flock Safety is the sole manufacturer and developer of the Flock Safety Camera.

Traditional ALPR systems included expensive fixed camera locations or mobile devices mounted in patrol cars. Mounds View PD has deployed mobile ALPRs in the past; however, these devices have reached their end of life and are no longer in service.

The key benefits of Flock are that they charge an annual flat rate per camera of \$3,000, which is wireless, free of infrastructure setup, and has the option for solar or direct power. They also include a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection. The Flock program prevents the City from being burdened with maintaining costly equipment at the end of the agreement, which could require replacement.

Strategic Plan Vision/Strategy/Goal: Vison: A progressive community that is welcoming, and a desirable destination to all ages and cultures, who seek progress through partnerships, and where residence can work, live, and play safely and show pride in the community.

Flock Safety

Page 2

Goal A: Increased enforcement and responsiveness to drugs, traffic, code violations, and petty crimes.

Goal C: Network with other communities and organizations

Financial Impact

After the 45-day pilot period, the first-year total will be \$36,500 with an annual accruing fee of \$30,000 for the second year totaling \$66,500 for the two-year agreement (24 months). This is considering 10 cameras so if we have fewer cameras the cost will go down. The 2023 Minnesota Legislature enacted a one-time Public Safety Aid package. The one-time appropriation of \$300 million is allocated among all counties, cities, townships of a population of 10,000 or more. Mounds View is projected to receive approximately \$574,704. This would definitely be a beneficial and responsible way to spend some of this money.

Other local communities including Woodbury, U of M PD, Maple Grove PD, Brooklyn Center PD, Fridley PD, Orono PD, West Hennepin DPS, Wayzata PD, Coon Rapids PD, Roseville PD, St. Louis Park PD, Minnetonka PD, Edina PD Champlin PD, Plymouth PD, Robbinsdale PD as well as several agencies in Wisconsin have chosen the Flock system.

Recommendation:

Staff recommends approving the subscription to Flock services to include license plate readers and software in the amount of \$66,500 for 24 months utilizing Public Safety Aid Funds.

Attachments:

- Flock Safety Agreement
- Flock Safety PowerPoint
- Flock Safety informational handouts
- Flock Safety camera pole photo

Respectfully-Submitted.

Ben Zender Chief of Police

RESOLUTION NO. 9823

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVING THE SUBSCRIPTION TO FLOCK SERVICES TO INCLUDE LICENSE PLATE READERS AND SOFTWARE

WHEREAS, the Mounds View PD wants to continue to invest in technology in order to deter, detect, and solve crimes and;

WHEREAS, Flock Safety presented staff with a desirable approach to deploying ALPR cameras throughout the community, and;

WHEREAS, the Flock program proposed here would include 10 cameras which can be spread throughout the City in high crime areas, and;

WHEREAS, the key benefits of Flock are that they charge an annual flat rate per camera of \$3,000, which is wireless, free of infrastructure setup, and has the option for solar or direct power, and;

WHEREAS, the Mounds View PD has deployed mobile ALPRs in the past; however, these devices have reached their end of life and are no longer in service; and;

WHEREAS, Flock includes a two-year warranty, Criminal Justice Information Services (CJIS) compliant cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection, and;

WHEREAS, the 2023 Minnesota Legislature enacted a one-time Public Safety Aid Package which will fund this program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Ramsey County, Minnesota to approve the subscription to Flock services to include license plate readers and software in the amount of \$66,500 for 24 months.

Adopted this 27th day of November 2023

	ridopiod tillo 27 day of Novombol 2020.
	Zach Lindstrom, Mayor
ATTEST:	
	Nyle Zikmund, City Administrator

(seal)

Flock Safety + MN - Mounds View PD

Flock Group Inc. 1170 Howell Mill Rd, Suite 210 Atlanta, GA 30318

MAIN CONTACT: Kyle Whyte kyle.whyte@flocksafety.com 6512539350

flock safety



EXHIBIT A ORDER FORM

Customer: Legal Entity Name: Accounts Payable Email: MN - Mounds View PD MN - Mounds View PD

nate.garland@moundsviewmn.org 2401 Mounds View Blvd Saint Paul, Minnesota

Initial Term: 24 Months Renewal Term: 24 Months

Payment Terms: Net 30 Billing Frequency: Annual Plan - Invoiced at the end of the pilot period.

Retention Period: 30 Days

PROJECT PROVE IT

Customer will have a 45 day pilot period ("Pilot Period") after implementation of the first Flock Hardware to terminate this Agreement without penalty or fees. After the Pilot Period, Customer will be billed as follows: Net 30 Days from date of invoice.

Hardware and Software Products

Annual recurring amounts over subscription term

Address:

Item	Cost	Quantity	Total
Flock Sufety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

1tem	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00
		Subtotal Year 1:	\$36,500.00
		Annual Recurring Subtotal:	\$30,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$66,500,00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. 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.



Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Carneras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

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terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCI	K GROUP, INC. — DocuSigned by:	Customer: N	IN - Mounds View PD
By:	Mark Smith AC5C931454C24E3	By:	
Name:	Mark Smith	Name:	Benjamp Zenler
Title:	General Counsel	Title:	Chief of Police
Date:	9/27/2023	Date:	9-26-223
		PO Number	

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 25 day of September 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

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("*Permitted Purpose*").

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.

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 1./ riock ir 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 FingerprintTM" 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.

- 2.1 **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.

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2.3 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.

- 3.1 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. <u>Flock does not own and shall not sell Customer Data</u>.
- 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

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.

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3.3 Disciosure 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

DocuSign Envelope ID: 99C2B900-62C3-4DCA-AD21-6D5D6462255B withnoiding 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.

- 8.1 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

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

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. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

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

DocuSign Envelope ID: 99C2B900-62C3-4DCA-AD21-6D5D6462255B Flock's discretion. Such removal, 11 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, repositioning, 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 is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("Customer 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

- DocuSign Envelope ID: 99C2B900-62C3-4DCA-AD21-6D5D6462255B
 11.1 Compliance With Laws. Parties snall 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.

DocuSign Envelope ID: 99C2B900-62C3-4DCA-AD21-6D5D6462255B 11.0 Governing Law; venue. 1 nis 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.

- DocuSign Envelope ID: 99C2B900-62C3-4DCA-AD21-6D5D6462255B 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 Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.
 - 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
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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

DocuSign Envelope ID: 99C2B900-62C3-4DCA-AD21-6D5D6462255B (V) **Cyper Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Let's defeat crime together

Help your city reduce crime with cameras that see like a detective

"Flock Safety made my job easy. The system was up and running in just a few weeks, and has proven to help our police department find the evidence to solve more crime."

City Manager in Ohio

Flock Safety provides an affordable, infrastructure-free automatic license plate reading (ALPR) camera system for cities who want to reduce crime within a principled framework. Unlike traditional ALPR, Flock uses Vehicle Fingerprint™ technology to transform hours of footage into a searchable database to find the single piece of evidence needed, even when a license plate isn't visible.

Not your average security cameras

Infrastructure-Free and Discreet Design

With solar power and LTE connectivity, we can install the devices almost anywhere.
And the beautiful design means it will blend in with your city's aesthetic.

Safety-as-a-Service

We install and maintain the devices, so you can focus on running the city. That means we will support you from procurement, through permitting, and even preparing you to present this project to the city council.

Vehicle Fingerprint Technology

Your officers can find vehicle evidence by vehicle type, make, color, license plate state, missing and covered plates, and other unique features like bumper stickers, decals, and roof racks.



Join 2500+ cities using Flock Safety to eliminate crime



Detect

objective evidence your police need to solve crime



Decode

footage with machine learning so your police can investigate



Deliver

real-time alerts to police if a wanted or stolen vehicle drives by

Public Safety Technology Built with Principles

You own the footage

We won't share it or sell it. It's 100% yours for your law enforcement to use to solve crime.

Protect resident privacy

All data automatically deletes by default every 30 days on a rolling basis and is encrypted with AES-256 encryption.

Promote transparency and accountability

Flock provides a transparency portal to share data with your community about how the devices work on an ongoing basis. Flock requires an investigative reason to search and proactively provides an audit report to city leadership.

Clear pricing and infrastructure free

\$2500 per camera / year. All the footage is stored in the cloud at no additional fee and there are no hidden costs.

Protect the Whole Community

It takes all community members working together to eliminate crime, which is why we created a public-private partnership that enables businesses, neighborhoods, schools, and others to partner with your city and police department to build your network.

Learn More:



"Flock Safety continues to enhance and help our police department capture these vehicles and return the assets to their owners."

-Council member Josh McCurn of Lexington, KY



fłock safety



About Automatic License Plate Readers (ALPR)

The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw even more homicides in 2021.

One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

Is ALPR effective?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.



ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

ALPR Use Cases Include:

- AMBER Alerts: License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [New information released about 1-year-old's kidnapping]
- Silver Alerts: Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [Missing man with dementia found using Flock camera]
- Firearm violence: The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw
 violent crime decrease by 22% in 2021 compared with the first nine months of 2019.
 Fort Worth Police attributed this drop partially to the license plate reader system
 implemented in the neighborhood during the same period of time. [Crime is down
 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer]
- Organized theft: Grafton, a growing village with a bustling retail district, is dealing
 with increased organized retail theft Two-thirds of all the crimes reported to
 Grafton police in 2020 were retail thefts. Grafton Police have implemented a license
 plate reader system to identify vehicles that have been involved in thefts or have
 been stolen themselves. In one week alone, they recovered three stolen vehicles
 with drivers planning to engage in retail theft. [Losses mount as retailers fight theft
 rings, accuse online storefronts of doing little to stop resale of stolen goods]



About Flock Safety ALPR

Privacy and Ethics Factsheet

How does Flock Safety keep devices and data secure?

Flock Safety holds itself to the highest level of security. We have implemented the following security policies and features:

- Flock Safety data and footage is encrypted throughout its entire lifecycle. All data is securely stored with AES256 encryption with our cloud provider, Amazon Web Services.
- On-device, data is only stored temporarily for a short time until it is uploaded to the cloud, at which point it is removed automatically from the local device. This means the data is secure from when it is on the Flock Safety device to when it is transferred to the cloud, using a secure connection to Flock Safety servers. While stored in the cloud, all data (both footage and metadata) is fully encrypted at rest.
- Flock Safety defaults to permanently deleting all data after 30 days on a rolling basis, setting a new standard in the industry.

Who has access to data collected by Flock Safety devices?

- Flock Safety's customers own 100% of their data and determine who has access. Flock Safety will never share or sell the data, per our privacy policy.
- With explicit written permission from the customer, Flock Safety does have the ability to grant law enforcement access to specific footage for a short period (24 hours, 48 hours, or however long the customer desires) in the event of an investigation following a crime. Access can only be granted through the approval of the customer.
- Flock Safety has maintenance software in place to measure device performance and image capture quality. This is used to diagnose issues preemptively and schedule service calls in the event of a device malfunction or emergency.



About Flock Safety ALPR

Privacy and Ethics Factsheet

How long does Flock Safety keep data?

 Flock Safety stores footage for only 30 days on a rolling basis by default, after which the footage is automatically hard deleted. The only exception to this is if a democratically-elected governing body or official legislates a different data retention period.

What features do Flock Safety devices have that enable audits and oversight?

- While searching for footage or other evidence on the Flock Safety platform, law enforcement agencies must enter reason codes to verify the legitimacy of the search and create an audit trail.
- Authorized users go through training to properly use our system and communicate with their dispatch teams.
- Flock Safety customers commit not to use the data collected to work with third-party repossession companies, traffic enforcement, revenue collection, unpaid fines, or towing companies. We do not use facial recognition or capture any personally identifiable information such as name, phone number, or address, and we do not work with federal government agencies for immigration enforcement purposes.
- Flock Safety's ALPR Transparency Portal, an optional free feature for all law enforcement customers, is the first public-facing dashboard for law enforcement agencies, city leaders, and local government officials to share policies, usage, and public safety outcomes related to ALPR technology. The ALPR Transparency Portal helps promote transparency and accountability in the use of policing technology in order to build community trust while creating a safer, more equitable society.



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Public input and approval 7

- City Council approval
- Community town-halls

Transparent communication

- Transparency porta
- Annual updates to City Council

Slippery slope arguments 4.

concerns

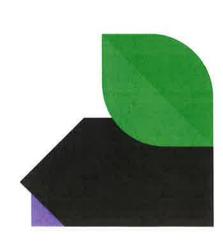
engagement protects us and our customers from becoming what Democratic authorization, good ALPR policies, and community we want to avoid.

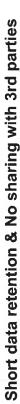
Audits and accountability Ŋ.

Our system automatically requires a law enforcement reason to search. These can be reported through the transparency portal.

Over-policing <u>.</u>

- Violent crime disproportionately affects the BIPOC community (8X more likely to be a victim than white counterparts), and violent crime has increased by more than 30% in the last 2 years.
- Indiscriminate evidence. Unbiased, actionable leads Ö.





Data is by default stored for 30 days and then permanently deleted, unless connected to an active investigation.

You own your data, and we never sell your data.





and shape a safer future, together Eliminate crime



Why Flock Safety?

frock safety

What we observe: the current reality

- Limited Police Resources
- Crime is on the rise
- Trust is needed more than ever

What we believe: the opportunity

- Technology multiplies the force
- Capture and distribute objective evidence to the right user
- Engage community to support and grow

How does the technology **work**?

When you get Flock you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.





INFRASTRUCTURE FREE

Reduce time to value and utility costs with full -service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- ·NCIC
- NCMEC (Amber Alert)
 - Custom Hot Lists



Ethically Made

No people

- No facial recognition
- No traffic enforcement Indiscriminate evidence

What this IS

- License plate recognition
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

What this is NOT

- Not facial recognition
- Not tied to Personal Identifiable Information
- Not used for traffic enforcement
- Data not stored beyond 30
 days → automatically
 deletes every 30 days

How does this technology prevent and eliminate crime?

- **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance Rates increase, crime rates decrease
- Flock cameras serve as a **deterrent**

frock safety



Mitigating Risk

Protecting Privacy

- Footage owned by Agency/City and will never by sold or shared by Flock
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- Takes human bias out of crime solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)

- All data is stored securely in the AWS Cloud, and end to end encryption of all data
- Search reason is required for audit trail
- NOT facial recognition software
- NOT predictive policing
- NO PII is contained in Flock
- NOT used for traffic enforcement
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (optional)

Transparency + Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

- Customizable for each agency
- Display technology policies
 - Publish usage metrics
- Share downloadable Search audits

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Click here for Morgan Hill PD
- Click here for Vallejo PD

Additional Info

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Already solving and preventing crime

Flock Safety In Minnesota

West Hennepin DPS Orono PD

Wayzata PD

Woodbury PD

Hudson (WI) PD

University of Minnesota PD St. Mary's Point

Coon Rapids PD

Roseville PD

Maple Grove PD

St. Louis County SO

St. Louis Park PD

Minnetonka PD

Champlin PD

Edina PD

Plymouth PD

Three Rivers Park Dist.

Brooklyn Center PD Public Safety

Paul Bunyan Task Force

Belle Plaine PD

S. Lake Minnetonka PD

Mounds View PD

Sartell PD

Fridley PD

Robbinsdale PD

Solving Violent Crimes in Wisconsin

- West Allis PD West Allis, WI
- → Armed robbery: West Allis officers received an alert that a Kia SUV wanted in connection with an armed robbery in Milwaukee was in the area. Officers initiated a traffic stop but the suspects fled, kicking off a high - speed pursuit that ended in a crash. The three suspects, two of whom had several felony warrants, were arrested.
- → Homicide: Another alert on a stolen Hyundai sedan came in connection to a Milwaukee homicide.

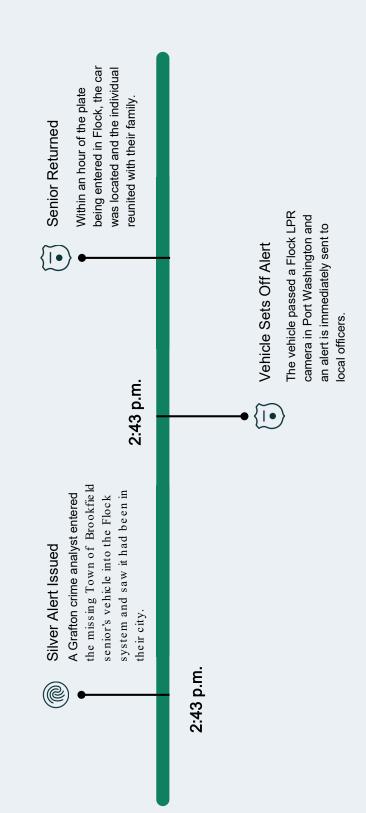
 Officers quickly responded but the suspects fled.

 The chase concluded in Milwaukee where the suspects were arrested.



Missing, Endangered Senior Found in 15 Minutes

Port Washington PD - Port Washington, WI



Case Study: Smash and Grab Robbery



* San Bruno, PD



San Bruno, CA

Smash & Grab at a Jewelry store but are January 2022 - Five suspects attempt a chased off by the owner

- But here's what didn't make the news...
- Suspect vehicle identified using Flock
- SBPD thought the suspects would try again, potentially more violently
- Vehicle placed on a custom hotlist
- SBPD receives a real time alert that the suspects are returning
- Officers locate the vehicle within seconds preventing another attempt

San Bruno jewelry store owner stops

attempted smash-and-grab robbery

- ABC 7 News - Bay Area



Case Study: Auto Theft

Chamblee PD



Chamblee, GA



Stranger on Stranger Abduction August, 28

When every second matters, Flock Safety's Machine Vision is Critical

12:33 PM Amber Alert Issued



1:01 PM Search Conducted with Flock Safety

2:30 PM Suspect Vehicle Located

6:00 PM Baby Reunited with Mother



Item No: 8D

Meeting Date: November 27, 2023

Type of Business: Council Business

Administrator Review: _

City of Mounds View Staff Report

To: Honorable Mayor and City Council

From: Don Peterson, Director of Public Works/Parks and Recreation

Item Title/Subject: Resolution 9828, Authorization to apply for a 2023 Municipal Inflow and

Infiltration Grant Request to the Metropolitan Council

Introduction:

Metropolitan Council Environmental Services (MCES) established an Inflow and Infiltration (I&I) grant program for municipalities. This grant was designed to assist member cities with reducing I&I throughout the service area. By reducing the I&I, MCES treatment system can more efficiently treat the incoming sanitary sewer discharges. Council is being asked to approve the attached resolution authorizing the application for this grant.

Discussion:

The City of Mounds View participated in 2014 and 2020 with the MCES I&I grant program.

MCES has received 12 million dollars from the State Legislature for this next program period. The City Council must approve applying for this Grant in order to participate in the 2023 State Bond Fund Municipal Inflow & Infiltration (I&I) Grant (Grant). This application will provide a preliminary estimate of costs associated with planned projects; the 2024 Budget includes I&I reduction work.

Recommendation:

Staff recommends that the attached resolution be approved for the 2023 Municipal Inflow and Infiltration Grant Request.

Respectfully submitted,

Don Peterson

Don Peterson, Director of Public Works/Parks and Recreation

RESOLUTION 9828

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVE A 2024 MUNICIPAL INFLOW AND INFILTRATION GRANT REQUEST TO THE METROPOLITAN COUNCIL

WHEREAS, the Minnesota State Legislature has appropriated 12 million dollars in general obligation bond funds for grants to municipalities to reduce Inflow and Infiltration (I&I) in their public system infrastructure; and

WHEREAS, the Metropolitan Council Environmental Services (MCES) was identified as the 2024 Municipal Inflow and Infiltration Grant Program (the Program) administrator; and

WHEREAS, the MCES has identified the City of Mounds View as one of many metro cities having excessive quantities of stormwater and groundwater, commonly referred to as I&I, entering the public sanitary system; and

WHEREAS, to facilitate I&I reduction, the MCES is requesting that Cities apply to participate with the program; and

WHEREAS, the Public Works Department has identified public sanitary sewer system components requiring rehabilitation to minimize or eliminate excessive I&I.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Ramsey County, Minnesota as follows:

- 1. The City Council approves the application for the MCES 2023 Municipal Inflow and Infiltration Grant Program.
- 2. The City with retain all receipts and invoices for eligible repairs and that the MCES shall have reasonable access to audit these records upon request.
- 3. The Mayor and City Administrator are hereby authorized and directed to execute all appropriate documents to effectuate the actions contemplated by this resolution.
- 4. The Mayor and City Administrator, Staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Adopted this 27th day of November, 2023

ATTEST:	Zach Lindstrom, Mayor
(SEAL)	Nyle Zikmund, City Administrator



Item No: 8E

Meeting Date: November 27, 2023 Type of Business: Council Business Administrator Review:



Honorable Mayor and City Council To: From: Don Peterson, Public Works Director

Resolution 9829, Approving a contract with Marvel Sewer and Drain Item Title/Subject:

for Televising and Lining of Private Sanitary Sewer Lines as part of

the H2OPP Point of Sale Program

Background/Discussion:

The City Council approved the Water Preservation Program (H2OPP) on October 28, 2019 which also included the Point of Sale program. This program requires property owners who are selling or transferring the title, to have the sanitary sewer lateral line inspected.

For Diseased Tree Removals and the EAB Treatment (Injections) Program, the City entered into contracts with vendors to provide these services in order to provide property owners with a lower cost; the H2OPP program is the same.

Staff sent out an RFP to six (6) contractors; three (3) proposals were submitted though one (1) was received past the deadline and therefore could not be included.

The proposals were broken down for both the televising and lining of the private sanitary sewer lines.

	Unit Price Schedule				
Contractor	Televising: Base Cost	Cost to pull toilet for access if needed	•	Lining cost per foot after 25'	Estimated Excavation Cost if Required
3 Sisters Underground	\$149	\$199	\$2,999	\$82	\$3,500
Marvel Sewer and Drain	\$145	\$110	\$2,999	\$73	\$3,500

Marvel Sewer and Drain submitted the lowest quote. Staff will contact the references listed for Marvel Sewer and Drain and schedule a meeting to review the City program and expectations once approved by Council.

Strategic Plan Strategy/Goal: Maintain and Plan for Infrastructure Improvements. Ensure Clean Water and Maintenance.

Financial Impact: No financial Impact to the 2023 Budget.

Recommendation:

Staff recommends awarding the 2024 - 2026 contract to Marvel Sewer and Drain for televising and lining of private lateral sewer lines pending refence checks and meeting with City Staff in reviewing the City program.

Respectfully submitted,

Don Peterson

Don Peterson, Director of Public Works/Parks and Recreation

RESOLUTION 9829

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVING A CONTRACT WITH MARVEL SEWER AND DRAINS FOR TELEVISING AND LINING OF PRIVATE SANITARY SEWER LINES AS PART OF THE POINT OF SALE PROGRAM

WHEREAS, proposals are received to perform televising and lining of private sanitary sewer lines as part of the Point of Sale Program; and

WHEREAS, Staff sent out an RFP in order to receive proposals; and

WHEREAS, there were two companies submitted quotes for the televising and lining and the results are as follows; and

	Unit Price Schedule				
Contractor	Televising: Base Cost	Cost to pull toilet for access if needed	•	Lining cost per foot after 25'	Estimated Excavation Cost if Required
3 Sisters Underground	\$149	\$199	\$2,999	\$82	\$3,500
Marvel Sewer and Drain	\$145	\$110	\$2,999	\$73	\$3,500

WHEREAS, the low quote was submitted by Marvel Sewer and Drain.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Ramsey County, Minnesota as follows:

- 1. Accepts the Proposal from Marvel Sewer and Drain for televising, inspecting and lining of the private Sanitary Sewer lines.
- 2. That the contract is for the years 2024 2026:

	Unit Price Schedule				
Contractor	Televising: Base Cost	Cost to pull toilet for access if needed		Lining cost per foot after 25'	Estimated Repair / Excavation Cost
Marvel Sewer and Drain	\$145	\$110	\$2,999	\$73	\$3,500

- 3. Staff will complete reference checks and meet with Marvel to review the City program and that Marvel can meet the needs of the City.
- 4. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Marvel Sewer and Drains to perform televising and lining of private sewer laterals. Contracts shall expire on December 31, 2026.
- 5. The Mayor and City Administrator, Staff and consultants are hereby authorized and directed to take all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

	Zach Lindstrom, Mayor
ATTEST:	Nyle Zikmund, City Administrator
(SEAL)	

Adopted this 27th day of November, 2023



Item No: 8F

Meeting Date: November 27, 2023

Type of Business: Council Business

Administrator Review:

City of Mounds View Staff Report

To: Honorable Mayor and City Council

From: Don Peterson, Director of Public Works/Parks and Recreation

Item Title/Subject: Resolution 9830, Authorization to apply for the 2024 Private Property

Inflow and Infiltration Grant Program from the Metropolitan Council

Introduction:

Metropolitan Council Environmental Services (MCES) established an Inflow and Infiltration (I&I) grant program for municipalities. In 2023 MCES received \$1.5 million for a private property I&I pilot program.

This grant was designed to assist private property owners with reducing I&I throughout the service area. Grant awards may be 50% of eligible costs up to \$5,000. For private property owners meeting their municipality's equity criterion, the grant award may increase up to \$10,000.

Qualified spending on eligible work can happen between Jan. 1, 2024 and Dec. 31, 2024.

By reducing I&I, MCES treatment system can more efficiently treat the incoming sanitary sewer discharges. The City Council is being asked to approve the attached resolution authorizing the application for this grant.

Discussion:

The City of Mounds has participated in 2014 and 2020 with MCES I & I programs. MCES has received \$1.5 million from the State Legislature for a pilot program for private property sewer system. The City Council must approve applying for this Grant in order to participate in the 2023 State Bond Fund for Private Property Inflow & Infiltration (I&I) Grant (Grant). This application will provide a preliminary estimate of costs associated with I & I reduction work.

Strategic Plan Strategy/Goal: Maintain and Plan for Infrastructure Improvements. Ensure Clean Water and Maintenance.

Financial Impact: No financial Impact to the 2023 Budget.

Recommendation:

Staff recommends that the attached resolution be approved for the 2024 Private Property Inflow and Infiltration Grant Request.

Respectfully submitted,

Don Peterson – Director of Public Works/Parks and Recreation

RESOLUTION 9830

CITY OF MOUNDS VIEW COUNTY OF RAMSEY STATE OF MINNESOTA

APPROVE A 2024 PRIVATE PROPERTY INFLOW AND INFILTRATION GRANT REQUEST TO THE METROPOLITAN COUNCIL

WHEREAS, the Minnesota State Legislature has appropriated \$1.5 million dollars in general obligation bond funds for grants to municipalities to reduce Inflow and Infiltration (I&I) in their public system infrastructure; and

WHEREAS, the Metropolitan Council Environmental Services (MCES) is establishing as pilot program for Private Property Inflow and Infiltration Grant Program (the Program); and

WHEREAS, the MCES has identified the City of Mounds View as one of many metro cities having excessive quantities of stormwater and groundwater, commonly referred to as I&I, entering the public sanitary system; and

WHEREAS, to help facilitate I&I reduction, the MCES is requesting that Cities apply to participate with the private property program; and

WHEREAS, the Public Works Department has identified private sanitary sewer laterals contributing to the I & I problems and require rehabilitation to minimize or eliminate excessive I&I.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mounds View, Ramsey County, Minnesota as follows:

- 1. The City Council approves the application to the MCES 2024 Private Property Inflow and Infiltration Grant Program.
- 2. The Mayor and City Administrator are hereby authorized and directed to execute all appropriate documents to effectuate the actions contemplated by this resolution.
- 3. The City with retain all receipts and invoices for eligible repairs and that the MCES shall have reasonable access to audit these records upon request.
- 4. The Mayor and City Administrator, Staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

Adopted this 27th day of November, 2023

	Zach Lindstrom, Mayor
ATTEST:	
	Nyle Zikmund, City Administrator
(SEAL)	Linear and the second se



Offices in Fifth Street Towers

Minneapolis

150 South Fifth Street, Suite 700 Minneapolis MN 55402-1299

St. Cloud

(612) 337-9300 telephone (612) 337-9310 fax

http://www.kennedy-graven.com Affirmative Action, Equal Opportunity Employer

SCOTT J. RIGGS

Attorney at Law Direct Dial (612) 337-9260

Email: sriggs@kennedy-graven.com

MEMORANDUM

Date: November 21, 2023

To: Nyle Zikmund, City Administrator

From: Scott J. Riggs, City Attorney

Re: Mounds View Project Status Report

CITY:

MU125-11: Administration. General discussions with City staff regarding various City matters and

various questions. Review data practices request. Matters are presently pending.

MU125-12: Finance Matters. Review request to pay a UCC lien holder a vendor's payment. Legal

research regarding same. Consult with City staff and UCC lien holder. Matter is

presently pending.

MU210-4: Charter Commission. Consult with City staff regarding proposed Charter language.

Work on potential petitions. Research regarding processes, etc. Attend Charter Commission meetings. Draft proposed Charter language, notices, resolutions, etc.

Matter is presently pending.

MU210-5: Real Estate Matters. Consult with City staff regarding escrow matter. Matter is presently

pending.

MU210-54: Code Updates/Revisions. Consult with City staff regarding matter. Review various

documents and consult with City staff regarding same. Matter is presently pending.

MU210-262: Greenwood Drive Infill Development. Various meetings and calls with City staff,

Developer and Developer's attorney. Final offer letter and related documents transmitted to a property owner. Follow-up regarding moving forward. Review title commitments and documents forwarded to us from developer. Consult with County regarding right-of-

way. Matter is presently pending.

MU210-292: 2022-2023 Street Contract Project. Consult with City staff regarding trail design,

questions from property owners adjacent to street project, etc. Consult with City staff regarding interactions with residents and letter to resident. Update City staff regarding trail matter. Several settlement agreements have now been signed with residents. Matter

is presently pending.

MU210-304: Long Lake Cove (7700 Long Lake Road). Review documentation regarding project.

Continue to work on matter and easements. Matter is presently pending.

- MU210-305: <u>Stellmaker Addition</u>. Review documentation regarding project. Consult with City staff. Draft updated plat opinion and forward to City staff. Matter is presently pending.
- MU210-313: Organized Collection. Legal research regarding matter. Consult with City staff regarding matter. Attend Work Sessions and Council meetings regarding matter. Review petitions received regarding matter and provide comments to City staff. Set up and participate in meetings with haulers. Matter is presently pending.
- MU210-316: <u>Sales Tax Matter</u>. Consult with City staff regarding same. Draft and finalize resolution approving a special election for November. Matter is presently pending.
- MU210-317: <u>Cannabis Matters</u>. Consult with City staff regarding matter. Legal research regarding matter. Draft and update ordinance and memorandum, etc. Matter is presently pending.
- MU210-318: <u>SRO Matter</u>. Legal research regarding matter. Consult with City staff regarding matter. Matter is presently pending.
- MU210-319: <u>PFAS Matter</u>. Legal research regarding matter. Consult with City staff regarding potential agreement to pursue legal action on behalf of the City. Matter is presently pending.
- MU210-320: <u>Plat of Alexander Gardens</u>. Review title and plat. Draft plat opinion and agreement and forward to City staff. Matter is presently pending.

EDA:

- MU205-13: <u>General Matters</u>. Review documentation for several upcoming projects. Matter is presenting pending.
- MU205-52: MWF Properties Project/Villas of Mounds View. Review recent correspondence regarding request to finalize several documents. Work on certificate of completion, investment, letter, TIF Note, etc. Matter is presently pending.
- MU205-62: <u>2716 Hillview Road</u>. Consult with City staff regarding matter. Order title work. Draft and revise purchase agreement. Begin to prepare for closing. Matter is presently pending.
- MU205-63: <u>2833 Mounds View Boulevard</u>. Consult with City staff regarding matter. Order title work. Draft and revise purchase agreement. Begin to prepare for closing. Matter is presently pending.

SJR:jms