



CITY COUNCIL WORK SESSION AGENDA
MONDAY, SEPTEMBER 21, 2026
SPRING LAKE PARK CITY HALL at 5:30 PM

- 1. CALL TO ORDER**
- 2. DISCUSSION ITEMS**
 - A. Flock Safety ALPR Program – Donation Resolution and Council Direction
 - B. Discussion from the Floor – Review of Agenda Placement and Procedures (*Goodboe-Bisschoff*)
- 3. REPORT**
- 4. ADJOURN**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 1301 81st Avenue NE, Spring Lake Park, MN 55432. Ph.763-784-6491 at least 48 hours in advance.

One or more City Councilmembers may participate in this meeting remotely using interactive technology, in compliance with the Minnesota Open Meeting Law (M.S. §13D.02).



Memorandum

Date: September 21, 2026

To: Mayor and City Council

Re: Anoka County Flock/DFR pilot program

Mayor and City Council Members,

In 2024, the Spring Lake Park Police Department partnered with Flock Safety to install two automated license plate recognition (ALPR) cameras in the city. Since then, the cameras have provided significant investigative benefits.

Spring Lake Park PD has access to the statewide and nationwide Flock network. We routinely update our system settings to address emerging concerns. The department does not share data with out-of-state agencies, and the system is configured to automatically reject any immigration- or reproductive-rights-related search requests. We are also evaluating a potential shift to a seven-day retention period for data not associated with officer-initiated searches. Our current retention period is 30 days, which is already well below the state's 60-day requirement.

On September 8, 2026, a resolution was placed on the consent agenda to accept a \$3,000 donation from a local business owner to help offset the city's annual \$6,000 subscription cost for the two cameras. After public comment, the council removed the resolution from the agenda and voted to discuss it further at a future work session. This will be the third work session dedicated to the Flock system.

Over the past several months, I have responded to inquiries from council members and residents, and I remain available to answer additional questions at the upcoming work session.

Separately, in late 2026 the Anoka County Sheriff's Office launched a one-year pilot project involving ALPR technology and Drone Assisted Responders (DARs). DARs are deployed to scenes ahead of police or fire personnel, providing real-time video to support informed pre-arrival planning. Sheriff Brad Wise

has agreed to attend the September 21 work session to outline the pilot project and address any questions.

In addition, Hannah Wind, a public affairs manager with Flock, will join us virtually to respond to council inquiries regarding the system.

While some residents have raised concerns about the technology, I have addressed these questions to the best of my ability. At this point, I am requesting direction from the city council at the September 21, 2026 meeting. With our annual renewal approaching in October, guidance is needed regarding the continued use of the Flock cameras.

Thank you for your consideration.

Chief Josh Antoine

CITY OF SPRING LAKE PARK, MINNESOTA

RESOLUTION NO. 26-36

A RESOLUTION ACCEPTING DONATION FROM MR. KEITH SCHWEIGER FOR THE SPRING LAKE PARK POLICE DEPARTMENT FLOCK CAMERA PROGRAM

WHEREAS, the Spring Lake Park Police Department initiated its Flock camera program in 2024 by installing cameras at two key locations: County Road 10 and Able Street, as well as Osborne Road and Able Street; and

WHEREAS, each Flock camera incurs an annual recurring subscription fee of \$3,000; and

WHEREAS, in 2024 the City allocated \$3,800 to fund one camera and installation, and Mr. Keith Schweiger, owner of Perfect 10 Auto Sales, generously donated \$3,000 to cover the cost of the second camera; and

WHEREAS, Mr. Schweiger has once again demonstrated his commitment to public safety by agreeing to contribute \$3,000 to cover half of the cost for the upcoming year's subscription for one of the cameras; and

WHEREAS, the second camera's subscription cost will be covered through the Police Department's existing budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Spring Lake Park formally accepts the generous donation of \$3,000 from Mr. Keith Schweiger to support the continued operation of the Flock camera program; and

BE IT FURTHER RESOLVED, that the City expresses its sincere appreciation and gratitude to Mr. Schweiger for his continued support and commitment to the safety and well-being of the Spring Lake Park community.

The foregoing resolution was moved for adoption by

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this 8th day of September 2026.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator



Memorandum

Date: August 18, 2026

To: Mayor and City Council

Re: Business Donation

Mayor and City Council Members,

In 2024, the Spring Lake Park Police Department launched its Flock camera program by installing cameras at two key locations: County Road 10 and Able Street, and Osborne Road and Able Street. Each camera carries an annual subscription cost of \$3,000.

During the initial rollout, Mr. Keith Swaggert, a local business owner, generously donated \$3,000 after learning how these cameras benefit our community. Since then, Mr. Swaggert has continued to support the program every year, contributing \$3,000 annually to cover the cost of one camera. This year, he has once again made the same generous donation for the subscription that renews in October.

The second camera will be renewed through the police department's existing budget.

I respectfully request that the City Council formally accept Mr. Swaggert's \$3,000 donation in support of continuing the Flock camera program in Spring Lake Park.

Thank you for your consideration.

Thank you,
Chief Josh Antoine

**Flock Safety + MN - Spring Lake Park
PD**

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

MAIN CONTACT:
Lisa Dunn
lisa.dunn@flocksafety.com
3146032079

flock safety



EXHIBIT A
ORDER FORM

Customer:	MN - Spring Lake Park PD	Initial Term:	12 Months
Legal Entity Name:	MN - Spring Lake Park PD	Renewal Term:	12 Months
Accounts Payable Email:	jantoin@slpmn.org	Payment Terms:	Net 30
Address:	1301 81st Ave Ne Minneapolis, Minnesota 55432	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	1	\$150.00

Subtotal Year 1:	\$6,800.00
Annual Recurring Subtotal:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$6,800.00

*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.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$6,800.00
Annual Recurring after Year 1	\$6,000.00
Contract Total	\$6,800.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety’s situational awareness operating system.	
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.

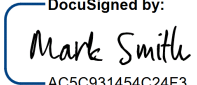
FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
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.
Insights & Analytics	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	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
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
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.

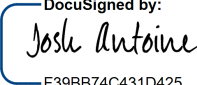
By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

DocuSigned by:

AC5C931454C24F3...
By: _____
Name: Mark Smith
Title: General Counsel
Date: 8/21/2024

Customer: MN - Spring Lake Park PD

DocuSigned by:

F39BB74C431D425...
By: _____
Name: Josh Antoine
Title: Chief of Police
Date: 8/21/2024
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**”). 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**.

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**”).

1. DEFINITIONS

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

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details, including without limitation vehicle identification 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.

1.3 “**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.

1.4 “**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.

1.5. “**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.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

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

1.8 “**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 Order Form.

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

1.10 “**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.

1.11 “**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.

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

1.13 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.14 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. 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.

1.15 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

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

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the 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.

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), provided that such third parties are required to comply with all applicable Flock obligations set forth in this Agreement. Flock shall indemnify, hold harmless, and defend Customer against any claims, liabilities, damages, losses, or costs, including reasonable attorneys’ fees, which Customer incurs or may incur due to the failure of such a third party engaged by Flock to comply with the obligations of this Agreement. .

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 Updates to Platform. Flock may make any updates 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 updates 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.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if 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 caused in whole or in part by Customer's actions or omissions. 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, or toxic or flammable substances.

In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in those areas until such materials are removed.

2.8 Flock Representations and Warranties. Flock represents, covenants, and warrants that Flock shall provide the Flock Services and manage Customer data 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.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). 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. 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 as is required to perform all acts as may be necessary for Flock to provide the Flock Services to Customer, exclusively during the term of this Agreement. Flock does not own and shall not at any time sell, lease, trade, or otherwise monetize Customer Data or access thereto. However, nothing in this paragraph shall prohibit Flock from collecting contemplated service charges within this Agreement from Customer and any Flock Network End User which has been specifically granted access to Customer Data by Customer. For removal of doubt, only Flock Network End Users which Customer specifically identifies, in writing, by entity name shall have such access, and such access shall be subject to any limitations identified by Customer.

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 as is required for the purpose of providing Flock Services to Customer, exclusively during the term of this Agreement. Flock does not own and shall not at any time sell, lease, trade, or otherwise monetize Customer Generated Data or access thereto.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and immediately anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data permanently 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. However,

Flock shall have no right pursuant to this paragraph to retain Customer Data or Customer Generated Data which has not been anonymized or which may be converted to include identifiable data. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not at any time sell, lease, trade or otherwise monetize Anonymized Data or access thereto.

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 potentially 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, subject to the obligations of applicable law: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party; or (e) is mandated to be disclosed by applicable law. 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. The parties acknowledge that Customer is a public entity subject to the Minnesota Government Data Practices Act, MN Stat. Chapter 13 (the “MGDPA”) and all disclosures of information exchanged pursuant to this Agreement or as a part of the services contemplated herein shall be subject to the requirements of the MGDPA.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer’s rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations. The rights to the Footage reserved in this paragraph shall immediately terminate upon the termination of the necessity which required the access, use, preservation, or disclosure.

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. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. 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. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient if acknowledged by Customer) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

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

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of all Flock Hardware, as applicable. Flock shall communicate the commencement date to Customer, in writing. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of one year (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days’ prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock. The time will be tolled during Flock’s repair or replacement of any Defect and Customer shall be promptly notified, in writing, of any applicable credit. A Defect which remains for more than thirty (30) days after Customer gives notice shall permit Customer to immediately terminate this Agreement without delay or provision of any Cure Period and Customer shall be reimbursed the pro-rata portion of any pre-paid fees for Services not received for the remainder of the Agreement term and Services not received due to such Defect or resulting down time prior to termination.

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 Flock is not liable for any resulting impact to Flock service, 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, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE

ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B. Failure to meet and maintain the insurance requirements set forth herein shall constitute material breach of the Agreement.

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, NEITHER PARTY, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL 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 FOR: (A) 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 THE PARTY’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE OF MINNESOTA. 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 reasonable attorneys' fees) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees.

10. INSTALLATION SERVICES AND OBLIGATIONS

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

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

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

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

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

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

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

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior written consent of the other party. 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. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

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

chosen courts of Anoka County, Minnesota. 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 Order Form 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. Upon Customer's separate and prior written consent, and only during the term of this Agreement, Flock may obtain the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service. Any such consent provided by Customer may be revoked upon five (5) days' written notice.

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

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification,

reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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 **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.

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

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FLOCK NOTICES ADDRESS:

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

Customer NOTICES ADDRESS:

ADDRESS: Spring Lake Park Police Department
1301 81st Ave. NE
Spring Lake Park, MN 55432

ATTN: Chief of Police

EMAIL: jantoine@slpmn.org

With copy to:

John Thames, Spring Lake Park City Attorney
6160 Summit Drive
Suite 345
Brooklyn Center, MN 55430

EXHIBIT B
INSURANCE

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

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

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

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Memorandum



To: Mayor Nelson and Members of the City Council
From: Daniel R. Buchholtz, ICMA-CM, Administrator, Clerk/Treasurer
Date: August 17, 2026
Subject: Discussion from the Floor

At Councilmember Goodboe-Bisschoff's request, staff has researched the question of whether Discussion from the Floor should remain near the beginning of regular meetings or be moved later in the agenda.

Discussion from the Floor provides members of the public with a structured opportunity to bring concerns, observations, and suggestions directly to the City Council on matters affecting the community. It allows the Council to hear issues that may not otherwise appear on the agenda, identify matters requiring staff review, and determine whether an issue warrants future Council consideration. Discussion from the Floor is principally a listening and issue-identification forum; it is not a public hearing, a question-and-answer session, or an opportunity for immediate Council deliberation or action.

Although Discussion from the Floor serves an important public engagement purpose, Minnesota law does not generally require a public comment period at City Council meetings. Minnesota law requires Council meetings to be open to the public and authorizes a statutory city council to preserve order and regulate its own procedure.¹ The Open Meeting Law does not generally require a public comment period at City Council meetings, although separate statutes require public hearings for particular actions.

SLPC 3.04.010(E)² establishes the City Council's order of business. The ordinance establishes the agenda order as follows:

E. Order Of Business; Agenda.

1. Order of business established. Each meeting of the Council shall convene at the time and place appointed therefor. Council business shall be conducted in the following order:
 - a. Call to order;
 - b. Roll call;
 - c. Pledge of Allegiance;
 - d. Consent Agenda (includes routine, non-controversial items e.g. minutes, claims, disbursement/budget to date, licenses, and the like);
 - e. Public hearings;

¹ [Minnesota Statutes, section 412.191, subdivision 2](#)

² Spring Lake Park City Code, www.springlakeparkmn.gov

- f. Discussion from the floor;
- g. Presentations (proclamations and resolutions received from/given to the city, City Council, staff, and the like);
- h. Department reports (police, public works, code enforcement, recreation);
- i. Ordinances and resolutions;
- j. Unfinished business;
- k. New business;
- l. Engineering report;
- m. Attorney's report;
- n. Reports;
- o. Miscellaneous; and
- p. Adjournment.

2. Varying order. The order of business may be varied by the presiding officer, but all public hearings shall be held at the time specified in the notice of hearing.

3. Agenda. An agenda of business for each regular meeting shall be prepared and filed in the office of the Administrator, Clerk/Treasurer, not later than three days before the meeting. The agenda shall be prepared in accordance with the order of business, and copies thereof shall be delivered to each Councilmember and to the official newspaper and others who may request it as far in advance of the meeting as time for preparation will permit. If any member of the Council who is present objects, an item of business shall not be added to the agenda for the meeting.

The City's practice since at least the year 2000 has been to have Discussion from the Floor before approval of Consent Agenda.

Staff has reviewed a number of cities in close proximity to the City of Spring Lake Park. Of the cities staff has reviewed, Coon Rapids is the only community that places public comment near the end of the agenda. The other seven cities reviewed place public comment near the beginning of the meeting or after preliminary matters and the Consent Agenda but before substantive Council business.

City	Placement	Eligible subjects	Limits and procedure	Council response
Spring Lake Park	Near the beginning, generally before the consent agenda	No subject-matter restriction is stated in the published rules; residents may address agenda or non-agenda matters.	Three minutes; speakers sign in with name and address; longer presentations must be scheduled through the Administrator's office.	Council action or discussion should not be expected. Council may direct staff to research the matter or take it under advisement for a future meeting.
Columbia Heights	After Council and administrative reports; before consent agenda	Anything not scheduled for a public hearing	Five minutes; name and connection to the city; in-person form or virtual identification	Council may ask questions or refer the matter for follow-up, but typically takes no action
Fridley	After the proposed consent agenda; before the regular agenda	Subjects not on the regular agenda	Five minutes; no overall limit stated in the reviewed agenda	Council may take action, reply, or direct staff

City	Placement	Eligible subjects	Limits and procedure	Council response
Blaine	Near the beginning; before communications and consent agenda	Topics not appearing later on the agenda	Three minutes per speaker; 15 minutes total	No intended discussion or response; staff contacts speakers afterward if follow-up is needed
Coon Rapids	Near the end, after old and new business; before Other Council Business	Non-agenda subjects relevant to city affairs, policies, or practices	Three minutes; name and address; comments to Council as a whole	Clarifying questions only; staff prepares a report for the next regular meeting and sends a copy to the resident
Mounds View	After consent agenda and special orders; before Council business	Issues not on that evening's agenda	Three minutes; name and address; concerns about staff must be submitted in writing	No formal response procedure stated in the agenda
New Brighton	At the beginning, before approval of the agenda and minutes	Agenda items, city administration, and other matters of public concern	Three minutes; speaker registration; name and address; in-person or Zoom participation	No specific response limitation stated in the reviewed public guidance
Circle Pines	Immediately after setting the agenda; before reports and Council business	Agenda labels the period "Taxpayer Comments"; scope is not otherwise defined	No time, sign-up, or total-session limit stated in the reviewed materials	No response procedure stated
Lino Lakes	At the start of the meeting, before the consent agenda	Any matter, whether on the agenda or not; no additional comments during individual items unless there is a noticed public hearing	Advance sign-in; three minutes; name, address, contact information, and topic; written-comment procedure; no public comment at work sessions	Questions and discussion require permission of the presiding officer

Based on the Council's discussion and the practices reviewed in neighboring communities, the Council could consider the following options for the future placement and format of Discussion from the Floor:

1. *Retain Discussion from the Floor's current placement on the agenda.* Retaining the current placement provides residents with a convenient opportunity to address the Council without waiting through the entire meeting and demonstrates that public participation remains a visible priority. However, comments may delay scheduled business, duplicate matters appearing later on the agenda, or be made before residents hear relevant staff reports and Council discussion.
2. *Place Discussion from the Floor after the Consent Agenda and any scheduled public hearings, but before presentations, departmental reports, and other regular business.* Placing Discussion from the Floor after the Consent Agenda and public hearings would allow the Council to complete routine and time-sensitive matters first while avoiding the participation barrier of an end-of-meeting comment period. However, residents may still

comment before hearing relevant departmental reports or Council discussion of regular business. This is generally comparable to how Fridley and Mounds View structure their meetings, as well as consistent with the SLPC 3.04.010(E).

3. *Move Discussion from the Floor to the end of the agenda.* Moving Discussion from the Floor to the end of the agenda would allow the Council to complete scheduled business first and give residents an opportunity to hear staff reports and Council deliberations before commenting. However, it could require residents to wait through a lengthy meeting, discourage participation, and create the perception that public input is being given a lower priority.
4. *Remove Discussion from the Floor from the agenda and create a listening session prior to the start of the meeting.* This could create a less formal setting for public engagement while preserving the regular meeting for scheduled business. However, because Council work sessions are ordinarily held immediately before regular meetings, work sessions would need to begin earlier or be rescheduled. A listening session attended by a quorum of the Council would also need to comply with applicable Open Meeting Law notice and access requirements. Removing Discussion from the Floor from the regular agenda would require an amendment to SLPC 3.04.010(E).

In considering placement, the Council should also determine whether Discussion from the Floor will continue to allow comments on matters appearing elsewhere on the agenda. Several neighboring cities limit their general comment period to non-agenda matters, while others allow comments on both agenda and non-agenda subjects. If comments on agenda items are excluded, the Council should consider whether and when public input will be accepted on agenda items that do not require a formal public hearing.

Regardless of its placement, the Council could retain the existing three-minute individual limit and establish an overall time limit for Discussion from the Floor. For example, Blaine limits its Open Forum to 15 minutes. An overall limit would make the duration of the comment period and the timing of the remainder of the agenda more predictable. If an overall limit is established, the accompanying policy should explain how speakers will be selected, how comments not reached during the allotted time will be handled, and how written comments may be submitted.

The Council may also wish to establish a consistent follow-up procedure. Under such a procedure, Councilmembers would generally limit their response to clarifying questions, and staff would contact the speaker after reviewing the matter. If warranted, the issue could be addressed in an administrative response or placed on a future agenda. This approach would reduce unprepared discussion while helping ensure that residents receive complete and accurate information.

In any case, rules governing Discussion from the Floor should be written, publicly available, viewpoint neutral and consistently applied.

Policy decisions regarding the placement, timing, and procedures for Discussion from the Floor are within the City Council's purview, subject to applicable law and the City Code. The information presented in this memorandum is intended solely to identify available options and provide examples of practices used by other communities. Staff's research should not be interpreted as recommending or favoring any particular option.

If you have any questions, please do not hesitate to contact me at 763-784-6491.