

AGENDA
REGULAR MEETING OF CITY COUNCIL
MARCH 16, 2023, at 6:00 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Linda Allen
Linda Burke
Brenda Combs

Maryan Harrison
Bill Madison
Rolin Spicer

3. Pledge of Allegiance

4. Guests:

5. Floor open to the public

6. Council Workshop:

Presentation of the 2023 Operating and Capital Budget by City's Fiscal Officer

7. New Business: Emergency Ordinance 2023-07, establishing a Capital Project Fund for the Forest Avenue Reconstruction Phase I project

Emergency Ordinance 2023-08, approval of "permanent" appropriations for the period of January 1, 2023 through December 31, 2023

Emergency Resolution 2023-12 authorizing an agreement with Flock Group Inc. for the installation and annual subscription of five flock cameras

Emergency Resolution 2023-13 authorizing the submittal of an application to the FY24 Community Project Program for the Water Tower Rehabilitation Project

Emergency Resolution 2023-14 authorizing the submittal of an application to the FY24 Community Project Program for the Community Center Project

Emergency Resolution 2023-15 authorizing the purchase of a 2024 Ford 750 Dump Truck under contracts with the Ohio Department of Transportation

A motion is needed to authorize the Fiscal Officer to send an Amended Certificate to the Warren County Auditor for fiscal year 2023

Authorization of Invoices

Authorization of Solicitor's Invoice

Approval of the February Financial Statements

Approval of Meeting Minutes:

Special Meeting – February 23, 2023

8. Old Business: Ordinance 2023-06, Second Reading, approval for the City to vacate a portion of an alley from Cavolts' addition to Deerfield

9. Communications and reports from City Officials and Committees:

- a. Mayor
- b. Fiscal Officer
- c. Administrator
- d. Asst. Administrator
- e. Solicitor
- f. Sergeant
- g. Council Members

10. Executive Session

11. Adjournment



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council

CC: Andrew Meier, Solicitor
Jerry Haddix, City Administrator

From: Tina Williams, Fiscal Officer

Date: March 14, 2023

Subject: Forest Avenue Capital Project Fund

Ordinance 2023-07 authorizes the Fiscal Officer to create a Capital Project Fund for the Forest Avenue Reconstruction Phase I Project. A new fund is required by the Auditor of State to separately account for the project and the grant funding we will receive from the Ohio Public Works Commission (OPWC) for the project.

The City has been awarded grant funding from OPWC in the amount of \$445,324 for Phase I of the project with work expected to begin in 2023. The total project costs, \$781,523, is included in the 2023 budget.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-07**

**AN ORDINANCE ESTABLISHING A CAPITAL PROJECTS FUND FOR THE
FOREST AVENUE RECONSTRUCTION PHASE I PROJECT, AND DECLARING
AN EMERGENCY**

WHEREAS, Ohio Revised Code § 5705.09 requires political subdivisions to establish a separate fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose; and

WHEREAS, the City will receive grant funds from the Ohio Public Works Commission for the Forest Avenue Reconstruction Phase I Project; and,

WHEREAS, pursuant to guidance issued by the Auditor of State, establishment of a Capital Projects Fund for separate accountability is recommended for this project; and

WHEREAS, immediate action is required to create the fund as the grant has been awarded, and in order to preserve the public peace, health, or safety of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least a two-thirds of all members elected thereto concurring:

Section 1. That a Capital Projects Fund for the proceeds and expenditures for the Forest Avenue Reconstruction Phase I Project is hereby created. The Fiscal Officer is hereby authorized to establish such Capital Projects Fund.

Section 2. That the Capital Projects Fund shall be used for the grant proceeds and improvements for the Forest Avenue Reconstruction Phase I project.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Ordinance 2023-07 Forest Avenue Improvements Fund

Section 5. That this Ordinance is declared to be an emergency measure in accordance with Ohio Revised Code § 731.30 for the immediate preservation of the public peace, health safety and general welfare; and this Ordinance shall be in full force and effective immediately upon passage.

Adopted this 16th day of March, 2023.

Attest: _____
Petrina Williams, Fiscal Officer

James D. Smith Mayor

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading – / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council

CC: Jerry Haddix, City Administrator
Andrew Meier, Solicitor

From: Tina Williams, Fiscal Officer

Date: March 14, 2023

Subject: Emergency Ordinance 2023-08 “Permanent” 2023 Appropriations

Attached is Ordinance 2023-08 approving “Permanent” Appropriations for fiscal year 2023. It replaces the “Temporary” appropriations adopted by Ordinance 2022-30 on December 15, 2022. We are required to approve Permanent appropriations by April 1st.

Total appropriations for 2023 are \$11,058,684.84.

A complete summary of the 2023 budget activity is included in the 2023 Operating and Capital Budget binder.

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE 2023-08**

**AN ORDINANCE TO MAKE “PERMANENT” APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF
SOUTH LEBANON, STATE OF OHIO, FOR THE PERIOD OF JANUARY 1,
2023 THROUGH DECEMBER 31, 2023, AND DECLARING AN EMERGENCY**

WHEREAS, the Council adopted Ordinance 2022-30 on December 15, 2022, making “Temporary” appropriations for current expenses and other expenditures for the period of January 1, 2023 through March 31, 2023 or until permanent appropriations adopted; and,

WHEREAS, immediate action is required to make appropriations for current expenses and other expenditures of the City of South Lebanon, State of Ohio, for the period of January 1, 2023 through December 31, 2023, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT ORDAINED By the Council of the City of South Lebanon, Ohio at least two-thirds of the current members elected thereto, concurring that, to provide for the current expenses and other expenditures of the said City of South Lebanon during the period of January 1, 2023 through December 31, 2023.

Section 1. The following sums are hereby set aside and appropriated as follows:

GENERAL FUND - 1000

110	Police Enforcement	
	Personal Services	5,000.00
	Operating Expenses	690,623.00
	Capital Outlay	43,000.00
		<hr/>
		738,623.00
130	Street Lighting	
	Operating Expenses	59,000.00
220	Human Services	
	Operating Expenses	8,000.00
320	Parks and Recreation	
	Operating Expenses	80,000.00
531	Administration-Public Utilities	
	Personal Services	125,000.00
710	Council & Administration	
	Personal Services	401,500.00
	Operating Expenses	34,500.00
		<hr/>
		436,000.00

720	Mayor's Court	
	Personal Services	65,000.00
	Operating Expenses	8,800.00
		<hr/>
		73,800.00
725	Finance	
	Personal Services	118,000.00
	Operating Expenses	36,070.00
		<hr/>
		154,070.00
730	Land and Buildings	
	Operating Expenses	50,000.00
740	Property Tax Collection Fees	
	Operating Expenses	19,000.00
750	Solicitor	
	Personal Services	27,000.00
755	Income Tax	
	Personal Services	100,000.00
	Operating Expenses	117,250.00
		<hr/>
		217,250.00
790	Other General Government	
	Operating Expenses	355,800.00
800	Capital Improvements	
	Capital Outlay	958,550.00
910	Transfer – Out to Debt Service	7,812.50
		<hr/>
	GENERAL FUND TOTAL	3,309,905.50
		<hr/> <hr/>

STREET FUND - 2011

690	Streets & Transportation	
	Personal Services	60,900.00
	Operating Expenses	129,000.00
		<hr/>
		189,900.00
800	Capital Improvements	
	Capital Outlay	364,975.00
850	Debt Service	17,212.10
		<hr/>
	STREET FUND TOTAL	572,087.10
		<hr/> <hr/>

WATER FUND - 5101

531	Water		
		Personal Services	360,600.00
		Operating Expenses	556,200.00
			<hr/> 916,800.00
800	Capital Improvements		
		Capital Outlay	479,631.00
850	Debt Service		7,040.72
		WATER FUND TOTAL	<hr/> <hr/> 1,403,471.72

SEWER FUND - 5201

541	Sanitary Sewers & Sewage		
		Personal Services	396,500.00
		Operating Expenses	887,000.00
			<hr/> 1,283,500.00
800	Capital Improvements		
		Capital Outlay	762,500.00
		SEWER FUND TOTAL	<hr/> <hr/> 2,046,000.00

SANITATION FUND - 5601

561	Refuse Collection & Disposal		
		Personal Services	12,000.00
		Operating Expenses	485,000.00
			<hr/> 497,000.00
		SANITATION FUND TOTAL	<hr/> <hr/> 497,000.00

PARK FUND - 2041

320	Parks and Recreation		
		Operating Expenses	20,000.00

PERMISSIVE TAX FUND - 2101

610	Street Construction		
		Operating Expenses	100,000.00

AMERICAN RESCUE ACT FUND - 2152

790 General Government
Capital Outlay 103,727.65

MAYOR'S COURT SPECIAL PROJECTS FUND - 2906

720 Mayor's Court
Operating Expenses 2,000.00

RIVER'S CROSSING TIF FUND - 2907

Development Incentives
Operating Expenses 451,240.00
Debt Service 708,760.00

1,160,000.00

RIVERSIDE TIF FUND - 2909

Development Incentives
Operating Expenses 280,000.00
Debt Service 702,059.00

982,059.00

MUNICIPAL BUILDING NOTES - 3902

850 Debt Service 7,812.50

MUNICIPAL BUILDING RENOVATION- 4902

800 Capital Outlay 10,080.19

MASON MORROW MILLGROVE IMPROVEMENTS- 4904

800 Capital Outlay 222,314.00

FOREST AVENUE IMPROVEMENTS- 4906

800 Capital Outlay 445,342.00

UTILITY MAINTENANCE AND IMP FUND - 5761

800 Capital Outlay 125,000.00

DEPOSIT TRUST FUND - 5781

599 Utility Services
Operating Expenses 50,000.00

UNCLAIMED MONIES FUND - 9101

General Government
Operating Expenses 1,885.18

TOTAL APPROPRIATED FUNDS 2023

11,058,684.84



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296 fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council

CC: Tina Williams, Fiscal Officer

From: Jeff Boylan, Assistant Administrator

Date: 3-14-2023

Subject: Flock Cameras

Here is the resolution and agreement for the five Flock cameras Sergeant Corey Adams has been talking with council about installing around the city. The money for this project is included in the 2023 Capital Budget.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-12**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH THE FLOCK GROUP INC. FOR THE
INSTALLATION AND ANNUAL SUBSCRIPTION OF FIVE FLOCK CAMERAS,
AND DECLARING AN EMERGENCY**

WHEREAS, the City of South Lebanon desires to enter into a two year agreement with Flock Group Inc. for the installation of five Flock cameras throughout the South Lebanon community; and

WHEREAS, the Flock Group will charge an annual subscription for the operation of these cameras; and,

WHEREAS, immediate action is required to avoid a price increase beginning on April 1, 2023, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. That the City of South Lebanon does hereby enter into an agreement with the Flock Group Inc. for the installation of five Flock cameras for \$1,750.00; and

Section 2. That the City of South Lebanon will enter into a two-year agreement with the Flock Group Inc. for an annual subscription of \$12,500.00 per year; and

Section 3. That the Mayor and Fiscal Officer of the City of South Lebanon are hereby authorized to sign all documents associated with the Flock Group Inc. agreement; and

Section 4. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open

meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Adopted this ____ day of _____, 2023.

Attest: _____

Petrina Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading – / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: _____

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

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

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

Agency: OH - City of South Lebanon Legal Entity Name:	Contact Name: Corey Adams
Address: 10 North High Street South Lebanon, Ohio 45065	Phone: (513) 695-1280 E-Mail: corey.adams@wcesooh.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
--	---

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	5.00	\$1,750.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	5.00	\$12,500.00

Subtotal Year 1:	\$14,250.00
Subscription Term:	24 Months
Annual Recurring Total:	\$12,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$26,750.00

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

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

FLOCK GROUP, INC.

Agency: OH - City of South Lebanon

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

1. DEFINITIONS

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

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

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

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

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

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

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

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

2. SERVICES AND SUPPORT

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

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

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

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

2.5 **Usage Restrictions.**

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

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

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

2.7 **Suspension.**

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

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

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

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

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

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

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

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

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

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

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

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

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. **Fees.** Agency shall pay the fees as set forth in the Order Form.

5.2 **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).

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

6. TERM AND TERMINATION

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

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

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

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

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

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

7. REMEDY; WARRANTY AND DISCLAIMER

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

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

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

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

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

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

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

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

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

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

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

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

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

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

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

9.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

FLOCK NOTICES ADDRESS:

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

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296 fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council
CC: Tina Williams, Fiscal Officer
From: Jeff Boylan, Assistant Administrator
Date: 3-14-2023
Subject: Water Tower Grant Application

We are applying for a grant through Greg Landsman's Community Project Funding for our water tower recoating. Our water tower is in need of recoating the inside and outside.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-13**

**A RESOLUTION APPROVING AND AUTHORIZING THE SUBMITTAL OF A
FISCAL YEAR 2024 (FY2024) COMMUNITY PROJECT APPLICATION FOR THE
CITY OF SOUTH LEBANON WATER TOWER REHABILITATION PROJECT AND
FURTHER AUTHORIZING THE ADMINISTRATOR TO PROCESS THE
APPLICATION WITHOUT DELAY TO THE OFFICE OF CONGRESSMAN GREG
LANDSMAN, AND DECLARING AN EMERGENCY**

WHEREAS, the deadline for FY2024 Community Project Funding applications to be delivered to the Office of Congressman Greg Landsman is March 17, 2023; and,

WHEREAS, based on the inspection of the City’s water tower on June 7, 2021, City Staff has recommended that the City apply for funding to repaint the interior and exterior of the City’s water tower; and

WHEREAS, the estimated cost of each Project is as follows:

Project	City Engineer’s Cost Estimate
City of South Lebanon Water Tower Rehabilitation Project	\$645,000.00

WHEREAS, if Community Project funding is awarded, the City will commit \$129,000 to the engineering and construction of this Project; and

WHEREAS, immediate action is required for the City to timely submit a FY2024 Community Project application which is due no later than Friday, March 17, 2023, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council approves and authorizes the submittal of a FY2024 Community Project Funding application for said Project, a copy of which is attached hereto.

Resolution 2023-13 FY2024 Community Project Funding Application-Water Tower
Page 2

Section 2. That the City Administrator shall process the executed Application to the Office of Congressman Greg Landsman without further delay.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 16st day of March, 2023.

Attest: _____
Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading – / /2023	
Vote - ____ Yeas ____ Nays	

**Resolution 2023-13 FY2024 Community Project Funding Application-Water Tower
Page 3**

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: / /2023



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296 fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council
CC: Tina Williams, Fiscal Officer
From: Jeff Boylan, Assistant Administrator
Date: 3-14-2023
Subject: Community Center Grant Application

We are applying for a grant through Greg Landsman's Community Project Funding for our Community Center. The building is in need of a new roof, window replacements, and parking lot repaving.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-14**

**A RESOLUTION APPROVING AND AUTHORIZING THE SUBMITTAL OF A
FISCAL YEAR 2024 (FY2024) COMMUNITY PROJECT APPLICATION FOR THE
CITY OF SOUTH LEBANON COMMUNITY CENTER REHABILITATION
PROJECT AND FURTHER AUTHORIZING THE ADMINISTRATOR TO PROCESS
THE APPLICATION WITHOUT DELAY TO THE OFFICE OF CONGRESSMAN
GREG LANDSMAN, AND DECLARING AN EMERGENCY**

WHEREAS, the deadline for FY2024 Community Project Funding applications to be delivered to the Office of Congressman Greg Landsman is March 17, 2023; and,

WHEREAS, to ensure the long-term structural integrity and viability of the building, City Staff has recommended that the City apply for funding to repair the roof, replace the windows and make improvements to the parking areas to the South Lebanon Community Center; and

WHEREAS, the estimated cost of each Project is as follows:

Project	City Engineer's Cost Estimate
City of South Lebanon Community Center Rehabilitation Project	\$1,015,997.00

WHEREAS, if Community Project funding is awarded, the City will commit \$203,200.00 to the design and construction of this Project; and

WHEREAS, immediate action is required for the City to timely submit a FY2024 Community Project application which is due no later than Friday, March 17, 2023, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Resolution 2023-14 FY2024 Community Project Application-Community Center
Page 2

Section 1. That the Council approves and authorizes the submittal of a FY2024 Community Project Funding application for said Project, a copy of which is attached hereto.

Section 2. That the City Administrator shall process the executed Application to the Office of Congressman Greg Landsman without further delay.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 5. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 16th day of March, 2023.

Attest: _____

Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Resolution 2023-14 FY2024 Community Project Application-Community Center
Page 3

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading– / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: ____ / ____ /2023



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296 fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council

CC: Tina Williams, Fiscal Officer

From: Jeff Boylan, Assistant Administrator

Date: 3-9-2023

Subject: Ford F-750 Dump and Snowplow Truck

Last year we tried to purchase a Ford 750 truck, but the order was cancelled by Ford. We are requesting a new purchase order this year to try and purchase a 2024 model Ford 750. We are hoping this vehicle will be delivered before the end of this year. Valley Ford has the ODOT bid for the Ford 750 Trucks this year. The base truck cost \$86,990.00. The stainless steel is covered under ODOT bid 026-23 for \$19,725.00 from Galion. The remaining cost for the snowplow, salt spreader, hydraulic system, and assembly is \$42,830.00 for a total of \$147,545.00. Resolution 2023-08 will allow us to issue a purchase order for this vehicle.

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2023-15**

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH VALLEY FORD FOR THE PURCHASE OF A FORD 750 DUMP AND SNOWPLOW TRUCK, AND DECLARING AN EMERGENCY

WHEREAS, the City staff has recommended the purchase of a 2024 model Ford 750 dump and snowplow truck to replace a dump truck taken out of service in 2021; and,

WHEREAS, Valley Ford submitted a quote for \$147,545.00 under Ohio Department of Transportation Contracts 118-22 and 026-23 for purchasing and upgrading the Ford 750 into a dump and snowplow truck; and,

WHEREAS, the base price for the Ford 750 is \$86,990.00, and the base price of the stainless-steel dump bed is \$36,158.00, and the remaining \$24,397.00 includes aluminum wheels, snowplow and spreader, and strobe lights; and,

WHEREAS, due to the continued shortage of the availability of new trucks, ordering this vehicle early in the year allows the best chance of receiving one later this year, so immediate action is required and such action is necessary in order to preserve the public peace, health, safety or welfare of the city,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least two-thirds of all members elected thereto concurring:

Section 1. That the Mayor and Fiscal Officer are hereby authorized to issue a purchase order to Valley Ford in the amount of \$147,545.00 for the purchase of a Ford 750 dump and snowplow truck.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Resolution 2023-15
Page 2

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 16th day of March 2023.

Attest: _____
Petrina D. Williams, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading – / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____

VALLEY

TRUCK CENTERS



Date: Tuesday, March 1, 2023
 Client: City of South Lebanon
 Contact: Jeff Boylan
 Phone: (513)770-4879
 Email: jboylan@southlebanonohio.org

ODOT 118-22 FORD F750 TRUCK
 ODOT 026-23 GALION SS DUMP

Hi Jeff,

Attached are the specifications for the 2024 F750 GAS chassis with equipment outlined on page . Cost is \$147,545.00. I just need to confirm equipment with Body Company.

The order bank is open now. Please process your purchase order as quickly as possible as we don't have a final order due date and that can be announced without notice. Build is subject to the manufacturer and acceptance of order does not guarantee build.

Please call with any questions, (216) 524-2400.

Regards,
 Jenny Loveland
 Government Sales Manager

BASE	86,990.00
HYD BRAKES	-1,500.00
GAS ENGINE	-5,000.00
HD ALT	1,695.00
SS DUMP	19,725.00
HYD DUMP	15,745.00
STROBES	3,598.00
LADDER	688.00
PINTLE HITCH	1,294.00
SS TG SPREADER	6,990.00
10' PLOW	12,678.00
LABOR/PARTS	4,642.00
TOTAL	\$147,545.00

FLEET MAINTENANCE COUNCEL OF NEO
 NORTHEAST OHIO SERVICE DIRECTORS
 OHIO TOWNSHIP ASSOCIATION
 VENDOR STATE OF OHIO
 BOARD OF DIRECTORS UNIVERSITY OF ASHLAND WOMEN IN LEADERSHIP
 MEMBER KIWANIS INTERNATIONAL

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

As Configured Vehicle

Description

Base Vehicle Price (F7A)

7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm

50-State Emissions

Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul

Wheels, Front 22.5x8.25 Aluminum, 10-Hole Alcoa Bright Polished w/Dura-Bright Seal on Both Sides

Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)

Wheels, Rear 22.5x8.25 DRW Aluminum, 10-Hole Alcoa Bright Polished w/Dura-Bright Seal on Both Sides

Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)

Hydraulic Brake System - Bosch HydroMax w/Traction Control

12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type

Taper-Leaf Springs, Parabolic - 13,200 lb. Cap

Front Stabilizer Bar

Lube, Front Axle, EmGard 50W, Synthetic Oil

21,000 lb. Single Reduction - Open - Dana / Spicer 21060S

Multi-Leaf Springs - 23,000 lb. Cap

Shock Absorbers, Rear - Double Acting

Lube, Rear Axle, EmGard 75W-90, Synthetic Oil

6.50 Axle Ratio

158" Wheelbase/84" CA/49" AF/246" OAL

Single Channel - Straight 'C' 20.11 SM, 120,000 PSI

Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter

Fuel Tank - LH 50 Gallon - Steel

Dual Heavy Duty Alternators - 397 Amp Capacity - 240 & 157 amp

Jump Start Stud - Remote Mounted

Battery - Two 900 CCA, 1800 Total, Includes Steel Battery Box

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

As Configured Vehicle (cont'd)

Description

Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined)

Back-Up Alarm - Electric, 102 dBA

Voltmeter

30/0/30 Fixed Driver & Fixed Passenger w/Console - Vinyl

Preferred Equipment Package 600A

Power Equipment Group - (Included in (90A) Appearance Group)

Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth

SecuriLock Passive Anti-Theft System

Remote Keyless Entry w/2 Key Fobs

Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width

Pre-Delivery Inspection

Ship-Thru - Manning

Paint Type - Environmentally Friendly, "3 - Wet System"

Oxford White

Gray

Galion 433U-10 Heavy Duty Stainless Steel Dump Body 31200

10' long x 7' wide body, 30" sides & 40" ends

6.8 to 8.6 yard capacity

10 gauge 304 #4 stainless steel construction on sides and ends

10" x 3/16" formed trapezoidal long members, crossmemberless design

One piece 3/16" AR450 steel floor

Cast stainless "Tarp Friendly" upper tailgate hardware, manual tailgate release

6 panel double-acting tailgate with long chains and two sets of banjo plates

Fully boxed top rail, material shedding lower rub rail

Full width rear panel, full depth rear post

Zero intermediate vertical side braces

Full length grip strut walk rail each side

Full length tarp rail each side

Standard LED light kit includes cab shield marker lights, side marker lights,

One set oval stop/turn/tail lights in rear corner posts, and ICC cluster

Lights to comply with FMVSS108

Included body options:

1/2 X 84" wide integral cab protector

Stainless steel folding ladder assembly w/ grab handles, streetside front of body

(1) Clear LED spinner light mounted under streetside of body

5/8" heavy duty hitch plate with 1" forged D-rings

20-ton pintle, 7-way flat pin trailer receptacle

Full length rubber mudflaps rear of body

Champion U850 double acting under body hoist

NTEA class 50, 39,000 lbs. max lift capacity

8" cylinder bore, 20" stroke, 2.5" rod diameter

1,800 psi operating pressure

Force America hydraulic system to operate body hoist and spreader

Chelsea PTO / pump for 6-speed automatic transmission

Steel hydraulic oil reservoir with in-tank filter, sight glass,

Temp gauge, and strainer

Manual control valve w/ power beyond for spreader

Double-acting hoist with 500 psi down relief

5100EX proportional spreader valve

Cable control for hoist

Stainless steel couplers for spreader

Whelen 4-corner +2 strobe system:

(1) Whelen 6" amber LED strobe in each rear corner post

(1) Whelen 6" amber LED strobe each side leading edge of cabshield

(1) Whelen 6" amber LED strobe each side of cabshield facing streetside & curbside

All strobe lighting to be activated by single aux. switch in cab

Meyer / Swenson Under Tailgate Spreader - Municipal

Model: 64230

Capacity: N/A

Construction: 304 stainless steel

Approx. Weight (Empty): 450 lb.

Motor: Dual hydraulic, variable speed

Material Delivery: 6" auger w/ 3/8" flighting

Spinner: 18" Polyurethane w/ 6 formed fins

Spreading Width: Up to 40'

Misc: Stainless steel tailgate spill shields, (1) clear LED spinner light

Fisher 10' Snow Plow - Municipal

Model: HC

Length: 10'

Height: 34"

Width at Full Angle: 106"

Moldboard: 11 ga. steel

Trip Mechanism: Bottom trip

Vertical Ribs: 8

Trip springs: 6

Cutting Edge: 1/2" x 6"

Angling Rams: 2" x 12-1/2"

Lift Cylinder: 1-3/4" x 10"

Headlights: Halogen

Power Supply: Electric/hydraulic

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Body Exterior

- Side assist steps
- Clearcoat paint
- Black side window trim
- Black door handles
- 2 front tow hooks
- Black grille
- Black door mirrors
- Convex spotter in driver and passenger side door mirrors
- * **Polished front wheels**
- * **Polished rear wheels**
- Disc rear wheel
- 2 doors
- Monotone paint
- Black windshield trim
- Black front bumper
- Straight front bumper ends
- Hood mounted grille
- Trailer style side mirrors
- English measure truck 279/82R22.5 AS BSW front and rear tires
- * **Aluminum front wheels**
- * **Aluminum rear wheels**
- 22.5 x 8.25-inch front and dual rear wheels

Convenience

- * **Power door locks with 2 stage unlocking**
- * **Auto-locking doors**
- * **Power first-row windows**
- Driver foot rest
- Standard glove box
- 2 beverage holders
- Instrument panel bin
- Dual electric horn
- Trip computer
- * **Keyfob activated door locks**
- Cruise control with steering wheel mounted controls
- Partial floor console
- Fixed rear windshield
- Front beverage holders
- * **Driver and passenger door bins**
- Dashboard storage
- Steering column lever gearshift location

Comfort

- Manual climate control
- Full headliner coverage
- Full floor coverage
- Manual telescopic steering wheel
- Cloth headliner material
- Full vinyl floor covering
- Manual tilting steering wheel
- Urethane steering wheel

Seats and Trim

- Seating capacity: 2
- Folding driver seat back
- 4 driver seats way-direction
- Bucket passenger seat
- Low passenger seat back
- Manual fore/aft
- Front passenger seat armrest
- Bucket driver seat
- Low driver seat back
- Manual fore/aft
- Fixed passenger seat back
- 4 passenger seats way-direction
- Driver seat armrest
- Vinyl front seat upholstery

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Entertainment Features

- AM/FM stereo radio
- Auxiliary input jack
- Speakers number: 2
- Steering wheel mounted audio controls
- Fixed audio antenna
- Seek scan
- External memory control
- Standard grade speakers
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- In-radio display clock
- Oil pressure gauge
- * **Voltmeter**
- Transmission fluid temperature gauge
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Speed sensitive wipers
- * **Illuminated entry**
- Daytime running lights
- Delay interior courtesy lights
- Trip odometer
- Tachometer
- Engine/electric motor temperature gauge
- Oil temperature gauge
- Engine hour meter
- Aero-composite headlights
- Auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights

Technology and Telematics

- Handsfree wireless device connectivity
- 1 USB port

Safety and Security

- * **SecuriLock immobilizer**
- Vehicle tracker
- * **Back-up alarm**
- * **Remote panic alarm**
- Electronic stability control system

Dimensions

General Weights

* Curb weight	9,447 lbs.	* Rear curb weight	3,662 lbs.
Front GAWR	12000 lbs.	Rear GAWR	21000 lbs.
GVWR	33000 lbs.	GCWR	37000 lbs.

Trailer Weights

GCWR 37,000 lbs.

Weights

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Maximum GVWR 37,000 lbs.

*** Nominal RBM (in.-lbs.) 2,413,200 nominal RBM (in.-lbs.)**

Front Weights

*** Front curb weight 5,786 lbs.**

*** Spring rating front 13,200 lbs.**

Rear Weights

Axle capacity rear 21,000 lbs.

Tire/wheel capacity rear 23,360 lbs.

Exterior Measurements

Vehicle body length 246"

Vehicle body height 93"

Front frame height loaded 35"

Front frame height unloaded 37"

*** Rear frame height loaded 37"**

Turning radius (to bumper) 23'

Width - mirrors extended 116"

Rear track 73"

Turning radius (to curb) 22'

Rear tire outside width 96"

*** Frame section modulus 20 cu.in.**

Frame rail depth 10"

Frame rail thickness 0"

Front bumper to front axle 39"

*** Max RBM (in.-lbs.) 2,526,000 max RBM (in.-lbs.)**

*** Axle capacity front 12,000 lbs.**

Tire/wheel capacity front 12,350 lbs.

*** Spring rating rear 23,000 lbs.**

Vehicle body width 97"

Wheelbase 158"

Front brake diameter 15.0"

Rear brake diameter 15.0"

Rear frame height unloaded 38"

Width - mirrors folded 90"

*** Front track 81"**

Driver distance from axle 54"

Cab to axle 84"

Axle to end of frame 49"

*** Frame yield strength (psi) 120000**

*** Frame rail width 4"**

Frame rail section 10"

Headroom

Headroom first-row 40.7"

Legroom

Leg room first-row 41.4"

Shoulder Room

Shoulder room first-row 68.0"

Hip Room

Hip room first-row 67.6"

Powertrain

Engine

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Engine 7.3L V-8 variable valve control, engine with 335HP

Engine cylinders V-8

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Valves per cylinder 2

Injection type sequential MPI

Ignition Spark ignition system

Engine block material Iron engine block

Engine Specs

Displacement 7.3L

Bore 4.22"

Compression ratio 10.5

cc 445 cu.in.

Stroke 3.98"

Engine Power

Horsepower 335 HP@3750 RPM

Torque 468 lb.-ft.@3750 RPM

Alternator

* Alternator amps 240A

* Alternator rating 157A

* Alternator type Dual alternator

Battery

* Battery type Dual lead acid battery

Battery step Battery step

Battery run down protection Battery run down protection

* Battery rating 1800CCA

Battery location Battery location forward right

Engine Extras

Radiator Radiator

Shift indicator RNDM shift indicator

Transmission

Transmission 6-speed automatic

Transmission electronic control Transmission electronic control

Speed limiter 75 mph speed limiter

Lock-up transmission Lock-up transmission

Second gear ratio 2.318

Fourth gear ratio 1.149

Sixth gear ratio 0.674

Stall ratio 2

Overdrive transmission Overdrive transmission

First gear ratio 3.974

Third gear ratio 1.516

Fifth gear ratio 0.858

Reverse gear ratio 3.128

Selectable mode transmission Selectable mode transmission

Transmission oil cooler Transmission oil cooler

Drive Type

Drive type Rear-wheel drive

Drivetrain

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

* **Axle ratio** **6.5**

Axle speed Single axle speed

Exhaust

Tailpipe Non stainless steel single exhaust

Additional muffler type horizontal

Additional muffler location right

Additional tailpipe type horizontal

Additional tailpipe location right

Fuel

Fuel type regular unleaded

Fuel Tank

Front left fuel tank shape rectangular

Front left fuel tank capacity 50.01 US gallons

Drive Feature

Traction controlLow-speed ABS traction control

Differential Standard rear differential

Fuel Economy and Emissions

Emissions

Emissions Federal emissions

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Standard grade front shock absorbers

* **Rear shock absorbers** **Standard grade rear shock absorbers**

Driveability

Brakes

Brake type Hydraulic disc brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill start assist

Front Suspension

* **Anti-roll bar front** **Front anti-roll bar**

Suspension ride type front Rigid axle front suspension

Suspension type front Leaf spring front suspension

Front Spring

Regular front springs Regular front springs

Springs front Tapered leaf front suspension

Prepared for: JEFF BOYLAN



CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023

Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Rear Spring

Springs rear Multi-leaf rear suspension
Auxiliary rear spring Rubber auxiliary rear spring

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system
Steering type number of wheels 2-wheel steering system

Steering type Re-circulating ball steering

Exterior

Front Wheels

Front wheels diameter 22.5"

Front wheels width 8.3"

Rear Wheels

Rear wheels diameter 22.5"

Rear wheels width 8.3"

Front And Rear Wheels

Appearance none

Front Tires

Aspect 82
Sidewalls BSW
Type english measure truck tire
Front wheel - RPM 497

Diameter 22.5"
Tread AS
Width 279mm

Rear Tires

Aspect 82
Sidewalls BSW
Type english measure truck tire
Rear wheel - RPM 497

Diameter 22.5"
Tread AS
Width 279mm

Body Exterior

Exterior Features

Number of doors 2 doors
Front splash guards Front splash guards

Side steps Side assist steps

Frame

Clean CA frame Clean CA frame

Body

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Body panels Composite and galvanized steel
body panels

Mirrors

Convex spotter Convex spotter in driver and
passenger side door mirrors

Tires

Front tires LT load rating G

Rear tires LT load rating G

Wheels

Front wheel type Disc front wheel
Number of front wheel studs 10 front wheel studs

Dual rear wheels Dual rear wheels
Number of rear wheel studs 10 rear wheel studs

Convenience

Door Locks

* Door locks **Power door locks with 2 stage
unlocking**
* Auto door locks **Auto-locking doors**

* Keyfob door locks **Keyfob activated door
locks**

Cruise Control

Cruise control Cruise control with steering
wheel mounted controls

Exterior Mirrors

* Door mirrors **Power door mirrors**
* Heated door mirrors **Heated driver and
passenger side door mirrors**

Folding door mirrors Manual folding door mirrors

Front Side Windows

* First-row windows **Power first-row windows**

Floor Console

Floor console Partial floor console

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Pedals

Driver foot rest Driver foot rest

Rear Windshield

Rear windshield Fixed rear windshield

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Storage

* **Door bins front Driver and passenger door bins**

Beverage holders Front beverage holders

Instrument panel storage Instrument panel bin

Number of beverage holders 2 beverage holders

Glove box Standard glove box

Dashboard storage Dashboard storage

Windows Feature

* **One-touch up window Driver and passenger one-touch up windows**

* **One-touch down window Driver and passenger one-touch down windows**

Miscellaneous

Trip computer Trip computer

Horn Dual electric horn

Gearshift location Steering column lever gearshift location

Comfort

Climate Control

Climate control Manual climate control

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Steering Wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel material Urethane steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 2

Front Seats

Front seat type Bucket driver seat

Driver seat back Folding driver seat back

Driver seats way-direction 4 driver seats way-direction

Passenger seat back Fixed passenger seat back

Passenger seats way-direction 4 passenger seats way-direction

Front seat type Bucket passenger seat

Driver seat back type Low driver seat back

Driver seat fore/aft Manual fore/aft

Passenger seat back type Low passenger seat back

Passenger seat fore/aft Manual fore/aft

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Armrests front driver Driver seat armrest

Armrests front passenger Front passenger seat armrest

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Carpet front seatback upholstery

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Radio Features

Aux input jack Auxiliary input jack
Seek scan Seek scan

External memory External memory control

Speakers

Speakers Standard grade speakers

Speakers number 2

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer
Oil temperature gauge Oil temperature gauge

Oil pressure gauge Oil pressure gauge
Transmission temperature gauge Transmission fluid temperature gauge

* **Voltmeter** **Voltmeter**

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Engine hour meter Engine hour meter

Instrumentation Warnings

Oil pressure warning Oil pressure warning
Low brake fluid warning Low brake fluid warning
Headlights on reminder Headlights on reminder
Door ajar warning Door ajar warning

Low fuel warning Low fuel warning
Battery charge warning Battery charge warning
Key in vehicle warning Key in vehicle warning
Service interval warning Service interval indicator

Prepared for: JEFF BOYLAN

CO SOUTH LEBANON

Prepared by: Jenny Loveland

01/05/2023



Valley Ford Truck, Inc. | 5715 Canal Road Cleveland Ohio | 441253494

2024 F-750 Gas Regular Cab Base (F7A)

Price Level: 415 | Quote ID: Lebsth

Selected Equip & Specs (cont'd)

Transmission fluid temperature warning Transmission fluid temp warning

Glass

Tinted windows Light tinted windows

Headlights

Headlights Halogen headlights Headlight type Aero-composite headlights
Auto headlights Auto on/off headlight control Multiple headlights Multiple enclosed headlights
Delay off headlights Delay-off headlights DRL preference setting DRL preference setting

Front Windshield

Wipers Variable intermittent front windshield wipers Speed sensitive wipers Speed sensitive wipers

Interior Lighting

* **Illuminated entry** **Illuminated entry** Variable panel light Variable instrument panel light
Front reading lights Front reading lights

Lights

Running lights Daytime running lights Interior courtesy lights Delay interior courtesy lights
Clearance lights Cab clearance lights

Technology and Telematics

Connectivity

Handsfree Handsfree wireless device connectivity

USB Ports

USB ports 1 USB port

Safety and Security

Security System

* **Immobilizer** **SecuriLock immobilizer** * **Remote panic alarm** **Remote panic alarm**
Vehicle tracker Vehicle tracker

Traction Control

Electronic stability control Electronic stability control system

Parking Sensors

* **Back up alarm** **Back-up alarm**



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & City Council

CC: Andrew Meier, Solicitor
Jerry Haddix, City Administrator

From: Tina Williams, Fiscal Officer

Date: March 16, 2023

Subject: Amended Certificate

The attached amended certificate is required to be submitted to the County Auditor to authorize changes to the City's 2023 estimated revenues.

Changes to revenue estimates are due to anticipated grant funding from the Ohio Public Works Commission (\$445,342) for the Forest Avenue Reconstruction Phase 1 project.

Other adjustments were also made based on the final preparation of the City's permanent appropriations for 2023.

CITY OF SOUTH LEBANON, WARREN COUNTY
AMENDED CERTIFICATE OF ESTIMATED RESOURCES
FISCAL YEAR BEGINNING JANUARY 1, 2023

FUND	Unencumbered Fund Balance 1/1/2023	Property Tax	Other Sources	Total
GENERAL	4,064,088.38	200,000.00	2,514,000.00	
(Local Government)			30,147.93	6,808,236.31
SPECIAL REVENUE				
Street Construction Maint.	976,872.05		448,865.00	1,425,737.05
Shepherd's Crossing Improvements	4,059.79		0.00	4,059.79
Permissive Tax	165,722.16		40,000.00	205,722.16
Homestead Improvements	26,421.68		0.00	26,421.68
Park	34,930.63		15,000.00	49,930.63
DUI	1,625.00		0.00	1,625.00
Mayor's Court Special Projects	1,240.93		2,000.00	3,240.93
TIF Fund - Rivers Crossing	1,004.04		1,160,000.00	1,161,004.04
Indigent Alcohol Monitoring	1,752.65		0.00	1,752.65
American Rescue Act	103,727.65		0.00	103,727.65
TIF Fund - Riverside	238,164.55		760,050.00	998,214.55
OneOhio Opioid Settlement	506.82		500.00	1,006.82
ENTERPRISE				
Water	2,684,162.94		925,000.00	3,609,162.94
Sewer	5,037,163.32		1,340,000.00	6,377,163.32
Sanitation	286,037.29		495,000.00	781,037.29
Deposit Trust	128,633.20		19,000.00	147,633.20
Utility Maintenance Reserve	125,314.71		3,000.00	128,314.71
CAPITAL PROJECTS				
Municipal Building Renovations	10,080.19		0.00	10,080.19
Mason Morrow Millgrove Imp	0.00		222,314.00	222,314.00
Corwin-Nixon Rt 48 Improvements	0.00		0.00	0.00
Forest Avenue Improvements	0.00		445,342.00	445,342.00
DEBT SERVICE				
Municipal Building BANs	0.00		7,812.50	7,812.50
CUSTODIAL FUND				
Unclaimed Funds	1,885.18		1,000.00	2,885.18
TOTALS	13,893,393.16	200,000.00	8,429,031.43	22,522,424.59
			8,629,031.43	



City of South Lebanon
10 N. High Street, South Lebanon, Ohio 45065
513-494-2296 fax: 513-494-1656
www.southlebanonohio.org

March 16, 2023

Matt Nolan
Warren County Auditor
406 Justice Drive
Lebanon, OH 45036

Dear Mr. Nolan,

I am requesting an amended certificate be issued for the City of South Lebanon's Revenue Budget year beginning **January 1, 2023**.

The changes in the following funds are necessary.

General Fund – increase of \$48,000

Increase in Revenue from Other Sources from \$2,466,000 to \$2,514,000.

The increase is due to additional investment earnings the City expects to receive from STAR Ohio in 2023.

Street Fund (2011) – increase of \$53,365

Increase in Revenue from Other Sources from \$395,000 to \$448,865.

The increase is due to County Vehicle Tax Funds the City expects to receive from the County for 2023 Street Projects including the Grandin Road Roundabout.

TIF Fund / River's Crossing (2907) – decrease of (\$140,000)

Decrease in Revenue from Other Sources from \$1,300,000 to \$1,160,000.

The decrease is due to revised estimates for payments in lieu of taxes based on 2022 collections.

OneOhio Opioid (2902) – increase of \$500

Increase in Revenue from Other Sources from \$0 to \$500.

The increase is due to additional funding from the OneOhio Opioid court settlements.

Sewer Operating Fund (5201) – increase of \$100,000

Increase in Revenue from Other Sources from \$1,240,000 to \$1,340,000.

The increase is due to additional charges for services estimates based on the 2022 collections.

Sanitation Operating Fund (5601) – increase of \$35,000

Increase in Revenue from Other Sources from \$460,000 to \$495,000.

The increase is due to additional charges for services estimates based on the 2022 collections.

Utility Maintenance Reserve (5761) – increase of \$2,900

Increase in Revenue from Other Sources from \$100 to \$3,000.

The increase is due to additional investment earnings the City expects to receive from STAR Ohio in 2023.

Forest Avenue Improvements (4906) – increase of \$445,342

Increase in Revenue from Other Sources from \$0 to 445,342.

The City established a new fund for a grant received from the Ohio Public Works Commission.

Please let me know if you should require any additional information. Thank you for your assistance.

Sincerely,



Tina Williams, CPA
Fiscal Officer
City of South Lebanon

OLD BUSINESS

**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-06**

**AN ORDINANCE VACATING A PORTION OF AN ALLEY FROM CAVOLTS'
ADDITION TO DEERFIELD**

WHEREAS, per the Cavolts' Addition to Deerfield plat from 1896, a 5' +/- public alley was created on the south side of McKinley Street, as shown on Exhibit A; and

WHEREAS, given that there is no public purpose for this alley, the City Council desires to vacate this section of City right-of-way, and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least a majority of all members elected thereto concurring:

Section 1. The City hereby vacates that portion of an alley from Cavolts' Addition to Deerfield as described in the attached Exhibits A, B, C, and D, and that by reason of such vacation, the land contained within the boundaries thereof shall revert to and belong to the abutting property owners in accordance with the attached map of said properties.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That it is found and determined that all formal actions of the Council concerning and relating to passing this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this ____ day of _____, 2023.

Attest: _____
Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

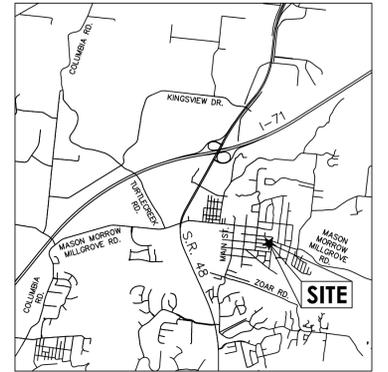
Ordinance 2023-06 Vacation of Alley from Cavolts' Addition
Page 2

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading– / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

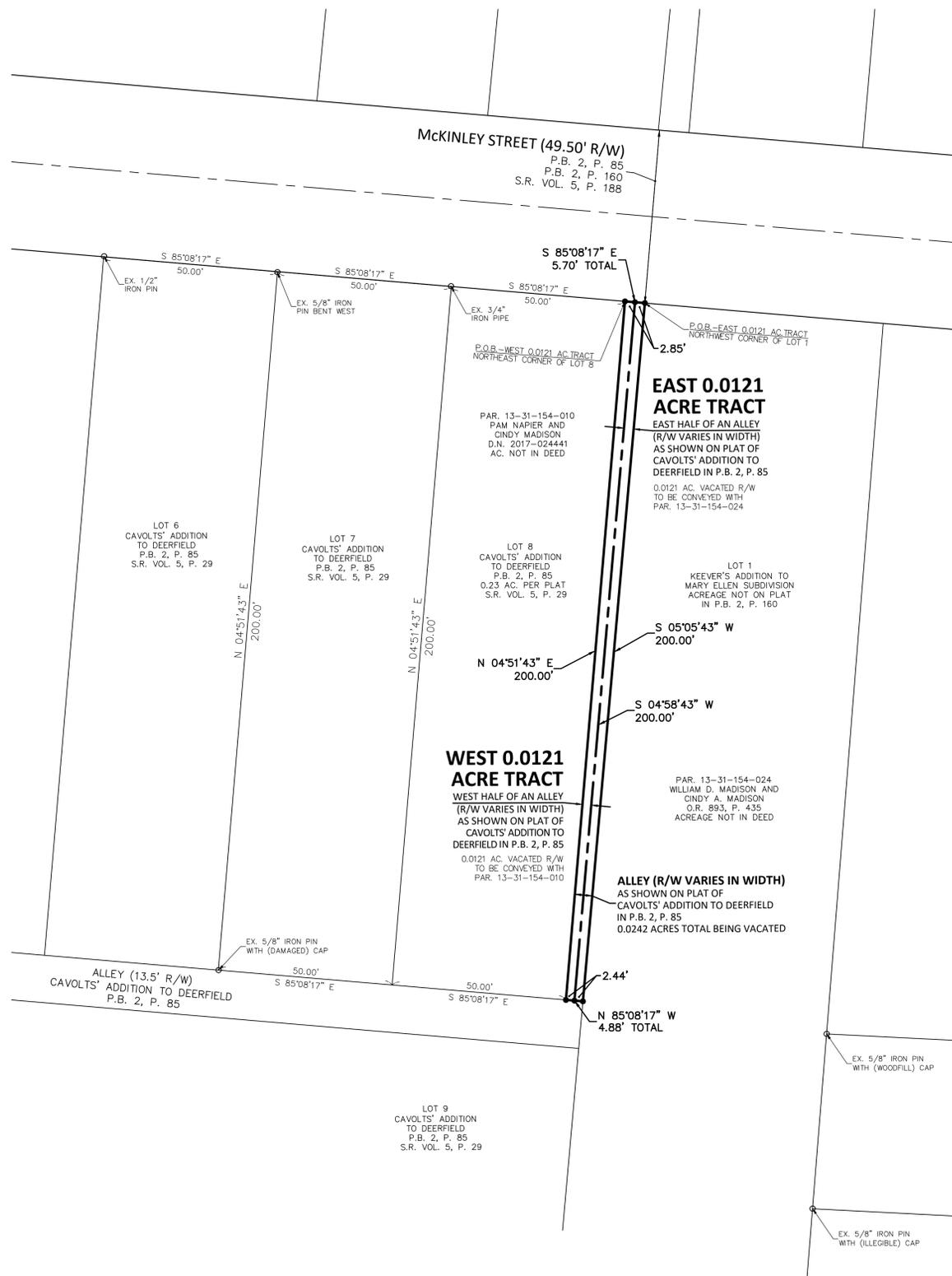
By: _____
Date: ____ / ____ /2023



VICINITY MAP
NOT TO SCALE

NOTES

BEARINGS BASED ON MARY ELLEN STREET BEARING S 5° 00' 00" W AS SHOWN IN PLAT VOL. 142, P. 49, RECORD OF LAND SURVEYS.
 OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.
 MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.
 SURVEY BASED ON DEEDS, FIELD EVIDENCE, AND PLAT OF RECORD NOTED HEREON.
 EASEMENTS SHOWN HEREON WERE DISCOVERED DURING THE COURSE OF RESEARCH OF PUBLIC RECORDS AND MAY NOT COMPRISE ALL OF THE EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.
 ALL PINS SET ARE 5/8" IRON REBAR, 30" IN LENGTH, CAPPED "MCGILL SMITH PUNSHON".



- LEGEND**
 MONUMENTS
 (UNLESS NOTED OTHERWISE)
- EX. 5/8" IRON PIN
 - ⊕ EX. SPIKE
 - ⊕ EX. NOTCH
 - ☆ EX. NAIL
 - △ EX. STONE
 - EX. CONC. MON.
 - x- EX. FENCE LINE
 - 5/8" IRON PIN SET
 - ⊙ 1" IRON PIN SET
 - ⊕ SPIKE SET
 - ⊕ NOTCH SET
 - ☆ NAIL SET
 - CONC. MON. SET

WEST 0.0121 ACRE TRACT
CLOSURE SUMMARY

Precision, 1 part in:	145380.18'
Error distance:	0.00'
Error direction:	N 86°18'32" E
Area:	0.0121 acres
Square area:	528.723
Perimeter:	405.29'
Point of Beginning	
Easting:	9821.4581'
Northing:	5875.1277'
Side 1: Line	
Direction:	S85°08'17"E
Distance:	2.85'
Easting:	9824.2979'
Northing:	5874.8862'
Side 2: Line	
Direction:	S04°58'43"W
Distance:	200.00'
Easting:	9806.9411'
Northing:	5675.6407'
Side 3: Line	
Direction:	N85°08'17"W
Distance:	2.44'
Easting:	9804.5099'
Northing:	5675.8475'
Side 4: Line	
Direction:	N04°51'43"E
Distance:	200.00'
Easting:	9821.4609'
Northing:	5875.1279'

EAST 0.0121 ACRE TRACT
CLOSURE SUMMARY

Precision, 1 part in:	133938.14'
Error distance:	0.00'
Error direction:	N 70°35'25" E
Area:	0.0121 acres
Square area:	528.724
Perimeter:	405.29'
Point of Beginning	
Easting:	9827.1376'
Northing:	5874.6446'
Side 1: Line	
Direction:	S05°05'43"W
Distance:	200.00'
Easting:	9809.3752'
Northing:	5675.4349'
Side 2: Line	
Direction:	N85°08'17"W
Distance:	2.44'
Easting:	9806.9440'
Northing:	5675.6417'
Side 3: Line	
Direction:	N04°58'43"E
Distance:	200.00'
Easting:	9824.3007'
Northing:	5874.8872'
Side 4: Line	
Direction:	S85°08'17"E
Distance:	2.85'
Easting:	9827.1405'
Northing:	5874.6456'

COUNTY RECORDER:

FILE NO. _____
 RECEIVED THIS _____ DAY OF _____, 20____, AT _____ A.M./P.M.
 RECORDED THIS _____ DAY OF _____, 20____, AT _____ A.M./P.M.
 RECORDED IN PLAT BOOK NO. _____, PAGE _____
 FEE: _____
 BY: _____
 DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS _____ DAY OF _____, 20____.
 BY: _____
 DEPUTY WARREN COUNTY AUDITOR

CITY OF SOUTH LEBANON PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE CITY OF SOUTH LEBANON, OHIO PLANNING COMMISSION
 ON THIS DAY OF _____, 20____.

 CHAIRMAN

CITY OF SOUTH LEBANON:

I HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20____,
 THIS PLAT WAS APPROVED AND ACCEPTED BY RESOLUTION NO. _____
 ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH LEBANON, OHIO.

 CLERK MAYOR

**RIGHT OF WAY VACATION OF AN ALLEY
 IN CAVOLTS' ADDITION TO DEERFIELD**

SITUATED IN SECTION 31, TOWN 5, RANGE 3
 BETWEEN THE MIAMIS, CITY OF SOUTH LEBANON
 UNION TOWNSHIP, WARREN COUNTY, OHIO
JANUARY 2023

BEING 0.0242 ACRES TOTAL
 OF AN ALLEY (WIDTH VARIES)
 OF CAVOLTS' ADDITION TO DEERFIELD
 RECORDED IN P.B. 2, P. 85

OWNER:

CITY OF SOUTH LEBANON
 10 NORTH HIGH STREET
 SOUTH LEBANON, OHIO 45065

RECIPIENT OWNERS:

PAM NAPIER AND CINDY MADISON
 181 MCKINLEY STREET
 SOUTH LEBANON, OHIO 45065
 PAM NAPIER AND CINDY MADISON, OWNERS OF
 LOT 8 SHOWN HEREON, RECEIVES THE WEST
 0.0121 ACRE TRACT IN ITS ENTIRETY.

WILLIAM D. MADISON AND CINDY A. MADISON
 185 MCKINLEY STREET
 SOUTH LEBANON, OHIO 45065
 WILLIAM D. MADISON AND CINDY A. MADISON,
 OWNERS OF LOT 1 SHOWN HEREON, RECEIVES
 THE EAST 0.0121 ACRE TRACT IN ITS ENTIRETY.

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY
 MADE UNDER MY SUPERVISION ON THE 31ST OF OCTOBER, 2022 AND
 THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AS
 SHOWN.

Richard D. Nichols 1/20/23
 RICHARD D. NICHOLS, P.S. DATE
 OHIO REGISTRATION NO. 7929



Date	02 NOV 2022
Scale	1"=20'
Drawn By	CMB
Proj. Mgr.	RDN
Survey Database	0630818
DWG	06308183-VAC-00
X-Ref(s)	
Project Number	06308.18
File No.	06308.18
Sheet No.	1 / 1

MSP
 DESIGN
 McGILL Smith Punshon

Architecture 3700 Park 42 Drive
 Engineering Suite 1908
 Landscape Architecture Cincinnati OH 45241
 Planning Phone 513.759.0004
 Surveying www.mspdesign.com

N:\land_projects\06000\06308\06308183-VAC-00.dwg, Vacation Plat, 1/12/2023 12:07:43 PM, d.mhs, 1:1

DESCRIPTION FOR: City of South Lebanon

LOCATION: Cavolts' Addition to Deerfield
Alley (R/W Varies)
Perimeter 0.0242 Acres

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of an Alley (R/W varies in width) of Cavolts' Addition to Deerfield as recorded in Plat Book 2, Page 85 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the south line of McKinley Street (49.50' R/W) as recorded in Plat Book 2, Page 85, Plat Book 2, Page 160 and S.R. Vol. 5, Page 188, at the northeast corner of Lot 8 of said Cavolts' Addition to Deerfield;

Thence along the south line of said McKinley Street, South 85°08'17" East, 5.70 feet to a set pin at the northwest corner of Lot 1 of Keever's Addition to Mary Ellen Subdivision as recorded in Plat Book 2, Page 160;

Thence along the west line of said Lot 1, South 05°05'43" West, 200.00 feet to a set pin;

Thence with a new division line, North 85°08'17" West, 4.88 feet to a set pin at the southeast corner of aforesaid Lot 8;

Thence with the east line of said Lot 8, North 04°51'43" East, 200.00 feet to the point of beginning.

Containing 0.0242 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description is the result of a Vacation) Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 2nd of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 5°00'00" West as shown in Plat Volume 142, Page 49, record of land surveys.

Prepared by: McGill Smith Punshon, Inc.
Date: 11 JAN 2023
MSP No.: 06308.18

06308183-LEG-0.0242ac

Richard D. Nichols 1/20/23

McGill Smith Punshon, Inc.
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



DESCRIPTION FOR: City of South Lebanon

LOCATION: Cavolts' Addition to Deerfield
Alley (R/W Varies)
East 0.0121 Acres

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of an Alley (R/W varies in width) of Cavolts' Addition to Deerfield as recorded in Plat Book 2, Page 85 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the south line of McKinley Street (49.50' R/W) as recorded in Plat Book 2, Page 85, Plat Book 2, Page 160 and S.R. Vol. 5, P. 188, at the northwest corner of Lot 1 of Keever's Addition to Mary Ellen Subdivision as recorded in Plat Book 2, Page 160;

Thence along the west line of said Lot 1, South 05°05'43" West, 200.00 feet to a set pin;

Thence with new division lines, the following two (2) courses and distances:

- 1.) North 85°08'17" West, 2.44 feet to a set pin in the centerline of aforesaid Alley;
- 2.) Along the centerline of said Alley, North 04°58'43" East, 200.00 feet to a set pin in the south line of aforesaid McKinley Street;

Thence along the south line of said McKinley Street, South 85°08'17" East, 2.85 feet to the point of beginning.

Containing 0.0121 acres of land.

Subject to all legal highways, easements and restrictions of record.

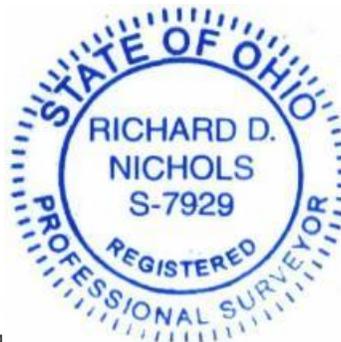
The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 2nd of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 5°00'00" West as shown in Plat Volume 142, Page 49, record of land surveys.

Prepared by: McGill Smith Punshon, Inc.
Date: 11 JAN 2023
MSP No.: 06308.18

06308183-LEG-0.0121ac EAST

 1/20/23

McGill Smith Punshon, Inc.
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign



DESCRIPTION FOR: City of South Lebanon

LOCATION: Cavolts' Addition to Deerfield
Alley (R/W Varies)
West 0.0121 Acres

Situate in Section 31, Town 5, Range 3, Between the Miamis, City of South Lebanon, Union Township, Warren County, Ohio, being part of an Alley (R/W varies in width) of Cavolts' Addition to Deerfield as recorded in Plat Book 2, Page 85 (all records of the Warren County, Ohio Recorder's Office) and also being more particularly described as follows:

Beginning at a set pin (all pins set are 5/8" iron rebar, 30" in length, capped "McGill Smith Punshon") In the south line of McKinley Street (49.50' R/W) as recorded in Plat Book 2, Page 85, Plat Book 2, Page 160 and S.R. Vol. 5, P. 188, at the northeast corner of Lot 8 of said Cavolts' Addition to Deerfield;

Thence along the south line of said McKinley Street, South 85°08'17" East, 2.85 feet to a set pin in the centerline of aforesaid Alley;

Thence with new division lines, the following two (2) courses and distances:

- 1.) Along the centerline of said Alley, South 04°58'43" West, 200.00 feet to a set pin;
- 2.) North 85°08'17" West, 2.44 feet to a set pin at the southeast corner of aforesaid Lot 8;

Thence with the east line of said Lot 8, North 04°51'43" East, 200.00 feet to the point of beginning.

Containing 0.0121 acres of land.

Subject to all legal highways, easements and restrictions of record.

The above description is the result of a Vacation Plat prepared by McGill Smith Punshon, Inc. under the direction of Richard D. Nichols, P.S. No. 7929, dated the 2nd of November 2022. The bearings in the above description are based on Mary Ellen Street bearing South 5°00'00" West as shown in Plat Volume 142, Page 49, record of land surveys.

Prepared by: McGill Smith Punshon, Inc.
Date: 11 JAN 2023
MSP No.: 06308.18

06308183-LEG-0.0121ac WEST

 1/20/23



McGill Smith Punshon, Inc.
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241
513.759.0004 ■ Fax 513.563.7099 ■ www.mspsdesign.com



**CITY OF SOUTH LEBANON, OHIO
ORDINANCE NO. 2023-06**

**AN ORDINANCE VACATING A PORTION OF AN ALLEY FROM CAVOLTS'
ADDITION TO DEERFIELD**

WHEREAS, per the Cavolts' Addition to Deerfield plat from 1896, a 5' +/- public alley was created on the south side of McKinley Street, as shown on Exhibit A; and

WHEREAS, given that there is no public purpose for this alley, the City Council desires to vacate this section of City right-of-way, and,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Lebanon, at least a majority of all members elected thereto concurring:

Section 1. The City hereby vacates that portion of an alley from Cavolts' Addition to Deerfield as described in the attached Exhibits A, B, C, and D, and that by reason of such vacation, the land contained within the boundaries thereof shall revert to and belong to the abutting property owners in accordance with the attached map of said properties.

Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That it is found and determined that all formal actions of the Council concerning and relating to passing this Ordinance were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this ____ day of _____, 2023.

Attest: _____
Petrina D. Williams, Fiscal Officer/Clerk

James D. Smith, Mayor

Ordinance 2023-6 Vacation of Alley from Cavolts' Addition
Page 2

Rules Suspended: / /2023 (if applicable)	Effective Date – / /2023
Vote - ____ Yeas ____ Nays	
First Reading – / /2023	Effective Date – / /2023
Second Reading – / /2023	
Third Reading– / /2023	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____ / ____ /2023