

-Agenda

City Commission of the City of Neodesha, KS

February 22, 2023 2:00 p.m.

ZOOM Online Access: <https://us02web.zoom.us/j/6203252828>

Item 1: Opening Session

- Call to Order
- Roll Call
- Invocation
- Pledge of Allegiance
- Additions/Deletions to the Agenda
- Mayor's Report
- Commissioners' Reports
- City Administrator's Comments

Item 2: Public Comments

Item 3: Consent Agenda (Routine agenda items can be approved with unanimous consent of the City Commission. Any item can be removed and placed in items of business.)

- Approval of February 8, 2023 Minutes
- Appropriation (2023) 03

Item 4: Business Items to Consider

- A. Ordinance: Repealing KS Fiber Network Franchise Agreement
- B. Ordinance: Utility Fee Structures
- C. Resolution: Repealing Resolution 22-08
- D. 2023 Contract for 4th of July Fireworks
- E. Approve Agreement for Ambulance Services: Wilson County
- F. Agreement with Flock Safety: Automated License Plate Reader Technology
- G. Consider Continuation of a Solar Project with Priority Power Management
- H. Appoint KMEA Director #1
- I. Discussion: Special Purpose Vehicle Ordinance
- J. Discussion: Privatized Mowing
- K. Discussion: Retail Fireworks Stand Permit
- L. Accept Resignation of Municipal Court Judge
- M. Appoint Municipal Court Judge

Item 5: Date/Time of Next Regular Meeting

Wednesday, March 8, 2023 at 2:00 p.m. – Regular Meeting, City Hall

Item 6: Executive Session: Non-elected Personnel
 Acquisition of Real Estate

Item 7: Adjournment

**AGENDA COMMENTS
CITY COMMISSION MEETING
February 22, 2023**

Additions to the Agenda

RECOMMENDED MOTION: *I move to approve the agenda as presented.*

Consent Agenda

RECOMMENDED MOTION: *I move to approve the consent agenda as presented.*

Business Items to Consider

4.A: Ordinance: Repealing KS Fiber Network Franchise Agreement

On December 23, 2015, the Neodesha City Commission approved Ordinance 1654, establishing a franchise agreement with Kansas Fiber Network. The company has never brought their fiber network to Neodesha. Over the past year and a half, Staff has worked with representatives of KS Fiber Network, our City Attorney, and Special Counsel, to determine if KS Fiber Network would ever bring their network to Neodesha. They are not. Staff is requesting that the Commission repeal the ordinance establishing this franchise agreement.

RECOMMENDED MOTION: *I move to approve Ordinance 1779, repealing the KS Fiber Network Franchise Agreement.*

4.B: Ordinance: Utility Fee Structures

The Commission is being asked to approve Ordinance 1780, modifying the City's fee structure Ordinance. The primary change proposed for the Commission is to amend the electric utility customer (or meter) fee. The Commission recently received a brief from KMEA regarding the critical need for this meter fee increase. The customer meter fee has not been modified since 1984.

RECOMMENDED MOTION: *I move to approve Ordinance 1780, modifying the City's utility fee Ordinance.*

4.C: Resolution: Repealing Resolution 22-08

On May 11, 2022, the City Commission approved Resolution 22-08, establishing a policy that allowed the Neodesha Fire Department to fill private swimming pools. During the 2022 swimming season, the Fire Department filled several pools. Several of the customers failed to pay for the water. It has also been determined that to fill private pools effectively, it would be very labor-intensive (and costly), to sanitize the transport tank for the purpose of filling pools. Staff is requesting that the pool fill policy be repealed.

RECOMMENDED MOTION: *I move to adopt Resolution 23-04, repealing Resolution 22-08 relating to a City pool fill policy.*

4.D: 2023 Contract for 4th of July Fireworks

Staff has requested, and received, two quotes for providing a 4th of July fireworks display for the community. Quotes were received from Stellar Fireworks (\$10,000 for a 10-minute show), and Rainbow Fireworks (\$9,000 for an approximate 14-minute show). Staff is requesting that the Commission approve the contract with Rainbow Fireworks.

RECOMMENDED MOTION: *I move to approve the Contract with Rainbow Fireworks for the 2023 4th of July celebration, at a cost of \$9,000.*

4.E: Agreement for Ambulance Services: Wilson County

The Commission is asked to approve the Ambulance Service Agreement with Wilson County for Calendar Year 2023. This agreement will provide for additional financial assistance from Wilson County for the provision of ambulance services.

RECOMMENDED MOTIONS: *I move to approve the agreement with Wilson County for ambulance services as presented.*

4.F: Agreement with Flock Safety: Automated License Plate Reader Technology

Chief Tomlinson is requesting that the Commission consider approving an agreement with Flock Safety, for the placement of two cameras in town that would capture license plate data. This technology is being used by several cities in Kansas (including the City of Wichita). This technology is proven to help solve crimes.

RECOMMENDED MOTION: *I move approve the agreement with Flock Safety, at a cost not to exceed \$5,700.*

4.G: Consider Continuation of a Solar Project with Priority Power Management

The Commission is asked to discuss and consider whether the City should continue working with Priority Power Management (PPM) for a solar project. Most recently, the FAA had determined that there are air traffic safety concerns with a solar project at the airport. PPM has been in contact with Staff and they are examining other potential locations. Conversely, if the City does not wish to continue with the solar project, the Project Approval Notice (PAN) should be terminated.

RECOMMENDED MOTION: *I move to terminate the Project Approval Notice and Development Services Terms, dated July 13, 2022, with POW Solar LLC, and direct the City Administrator to provide the required 30-day notice.*

4.H: Appoint KMEA Director #1

For this agenda item, the Commission is asked to appoint Electric Superintendent Hearn as the City's KMEA Director #1.

RECOMMENDED MOTION: *I move to appoint Brandon Hearn as KMEA Director #1.*

4.I: Discussion: Special Purpose Vehicle Ordinance

The Commission is asked to discuss and consider whether the City shall have a Special Purpose Vehicle (SPV) Ordinance, and if so, what type vehicles should be included in such an ordinance. We currently have

a Special Purpose Vehicle Ordinance, but it only allows for the registration and use of SPV's for taxing entities.

RECOMMENDED MOTIONS: N/A

4.J: Discussion: Privatized Mowing

The Commission is asked to discuss and consider the continued use of privatized mowing for certain City-owned properties. Staff would then bring mowing bids to the Commission at a future Commission meeting.

RECOMMENDED MOTIONS: N/A

4.K: Discussion: Retail Fireworks Stand Permit

Staff will present a request to the Commission to consider an increase to the fees charged for obtaining a permit to operate retail fireworks stands in the City of Neodesha. The fees collected for retail fireworks stands could help offset the ever-increasing costs for providing a 4th of July fireworks demonstration. The current fee of \$100 was first created in 2014.

RECOMMENDED MOTIONS: N/A

4.L: Accept Resignation of Municipal Court Judge

The Commission is asked to accept the resignation of Judge Tod Davis from the Municipal Court, effective May 1st, 2023.

RECOMMENDED MOTIONS: *I move to accept the resignation of Judge Tod Davis, effective May 1st, 2023.*

4.M: Appoint Municipal Court Judge

The Commission is asked to enter into executive session to discuss the appointment of the Municipal Court Judge. Following the Commission's discussion, an appointment can be made, or this matter tabled for future deliberations.

RECOMMENDED MOTIONS: *I move to appoint _____ as the Neodesha Municipal Court Judge, effective May 1st, 2023.*

Item 6: Executive Session:

EXECUTIVE SESSION: Non-Elected Personnel

I move to recess to an Executive Session including the Governing Body, City Administrator, and City Clerk to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1) because if this matter were discussed in open session, it might invade the privacy of those discussed. The open meeting will resume in the Commission Room at ____ p.m.

EXECUTIVE SESSION: Acquisition of Real Estate

I move to recess to an Executive Session including the Governing Body, City Administrator, and City Clerk for the purpose of preliminary discussions relating to the acquisition of real property, per KSA 75-4319(b)(6). The open meeting will resume in the Commission Room at ____ p.m.

The Board of Commissioners met in regular session at 2:00 p.m., on Wednesday, February 08, 2023, in the Commission Room at City Hall conducting the meeting by live streaming with Zoom with Mayor Johnson presiding and Commissioners Moffatt and Nichol present.

Commissioner Moffatt moved to approve the agenda as presented. Seconded by Commissioner Nichol. Motion carried.

Commission reports were heard.

City Administrator reports were heard.

Public Comments were invited and heard.

Commissioner Nichol moved to approve the consent agenda as presented consisting of minutes from the January 25, 2023 Meeting; minutes from the January 30, 2023 Special Call Meeting; and Appropriation (2023) 02. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding a Resolution for abatement for the property located at 1316 N 4th Street. After conducting a public hearing regarding the property on November 9, 2022, the Governing Body moved to table the Abatement Resolution until today's meeting. Discussion held.

RESOLUTION NO. 23-02

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1316 N 4th NEODESHA, KANSAS ON LEGAL DESCRIPTION LOTS EIGHT (8) AND NINE (9), BLOCK THREE (3), E.M. COOPER'S ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 14th day of September, 2022 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 14th day of September, 2022, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 22nd day of September, 2022, and on the 29th day of September, 2022, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and

WHEREAS, on this 9th day of November, 2022, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA,

THAT said governing body hereby finds that the structure located at 1316 N 4th Neodesha, Kansas on Legal Description: lots eight (8) and nine (9), block three (3), E.M. Cooper's Addition to the City of Neodesha, Wilson County, Kansas is unsafe and dangerous and hereby directs such structure to be removed and the premises made safe and secure. The owner of such structure is hereby given 30 days from the date of publication of this Resolution within which to commence the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

Commissioner Moffatt moved to approve Resolution 23-02 declaring the property located at 1316 N 4th Street as unsafe or dangerous, and allow the property owner 30 days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding a Resolution for abatement for the property located at 1309 N 5th Street. After conducting a public hearing regarding the property on November 9, 2022, the Governing Body moved to table the Abatement Resolution until today's meeting. Several citizens from the neighborhood were present to voice concerns. Discussion held.

RESOLUTION NO. 23-03

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 1309 N 5th NEODESHA, KANSAS ON LEGAL DESCRIPTION: THE NORTH FOURTEEN (14) FEET OF LOT TWENTY-TWO (22) AND ALL OF LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24) AND THE SOUTH TWO (2) FEET OF LOT TWENTY-FIVE (25), BLOCK ELEVEN (11) NORTHLAWN ADDITION TO THE CITY OF NEODESHA, WILSON COUNTY, KANSAS IS UNSAFE OR DANGEROUS AND DIRECTING THE STRUCTURE TO BE REPAIRED OR REMOVED AND THE PREMISES MADE SAFE AND SECURE.

WHEREAS, the Enforcing Officer of the City of Neodesha, Kansas did on the 14th day of September, 2022 file with the governing body of said City a statement in writing that a certain structure, hereinafter described, was unsafe and dangerous; and

WHEREAS, the governing body did by Resolution dated the 14th day of September, 2022, fix the time and place of a hearing at which the owner, his or her agent, any lienholders of record and any occupant of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and

WHEREAS, such Resolution was published in the official city paper on the 22nd day of September, 2022, and on the 29th day of

(continued on next page)

September, 2022, and a copy of such Resolution was served on all persons entitled thereto in all respects as provided by law; and
WHEREAS, on this 9th day of November, 2022, the governing body has heard all evidence submitted by the enforcing officer of the city, the owners, agents, lienholders, and occupants of such structure (having appeared or having failed to appear);

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NEODESHA,

THAT said governing body hereby finds that the structure located at 1309 N 5th Neodesha, Kansas on Legal Description: The North fourteen (14) feet of lot twenty-two (22) and all of lots twenty-three (23) and twenty-four (24) and the South two (2) feet of lot twenty-five (25), Block eleven (11) Northlawn Addition to the City of Neodesha, Wilson County, Kansas is unsafe and dangerous and hereby directs such structure to be removed and the premises made safe and secure. The owner of such structure is hereby given **30** days from the date of publication of this Resolution within which to commence the removal of such structure within the time stated or fails to diligently prosecute the same until the work is completed, said governing body will cause the structure to be razed and removed and the costs of such razing and removing, less salvage if any, to be assessed as a special assessment against the lot or parcel of land upon which the structure is located as provided by law.

BE IT FURTHER RESOLVED, that the City Clerk shall cause this Resolution to be published once in the official city paper and a copy mailed to the owners, agents, lienholders and occupants as provided by law.

Commissioner Nichol moved to approve Resolution 23-03 declaring the property located at 1309 N 5th Street as unsafe or dangerous, and allow the property owner 30 days to repair or remove the structures and make the property safe and secure. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Moffatt moved to convene as the Neodesha Land Bank Board to discuss the sale of property. Seconded by Commissioner Nichol. Motion carried.

Commissioner Nichol moved to approve the sale of Timber Ridge Lot 8 to Carl and Libby Boldra at a cost of \$7,000, with at 50% refund upon completion of construction. Seconded by Commissioner Moffatt. Motion carried.

Commissioner Nichol moved to adjourn as the Neodesha Land Bank Board and re-convene as the City of Neodesha Governing Body. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the BP Annual Access Agreement. Discussion held.

Commissioner Nichol moved to approve the 2023 Access Agreement with BP for monitoring well sampling, and authorize the City Administrator sign the agreement. Seconded by Commissioner Moffatt. Motion carried.

Administrator Truelove addressed the Commission regarding the consideration of participating in the New National Opioid Settlements. Discussion held.

Commissioner Moffatt moved to approve the City of Neodesha participation in the New National Opioid Settlements, and authorize the Mayor to sign. Seconded by Commissioner Nichol. Motion carried.

Administrator Truelove addressed the Commission regarding the approval of the purchase of Self-Contained Breathing Apparatus (SCBA) Air Packs for the Neodesha Fire Department. Discussion held.

Commissioner Moffatt moved to approve the purchase of SCBA Air Pack equipment for the Fire Department, from Casco Industries Inc, at a cost not to exceed \$138,143. Seconded by Commissioner Nichol. Motion carried.

The next regular meeting of the Governing Body will be held at City Hall on Wednesday, February 22, 2023 at 2:00 p.m.

At 2:55 p.m. Commissioner Nichol moved to adjourn. Seconded by Commissioner Moffatt. Motion carried.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

APPROPRIATIONS REPORT**ORDINANCE NO 3****2/22/2023**

<u>VENDOR</u>	<u>REFERENCE</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>CHECK DATE</u>
A T & T	PHONE CHARGES	299.13	71790	2/22/2023
AIR & FIRE SYSTEMS INC	AIR QUALITY TEST	870.50	71791	2/22/2023
BLESSED BLOSSOMS	FUNERAL ARRANGEMENT	100.00	71792	2/22/2023
CALLTOWER	PHONE CHARGES	334.20	71793	2/22/2023
CANON FINANCIAL SERVICES	COPIER & PRINTER LEASE	669.67	71794	2/22/2023
CORE & MAIN	SUPPLIES	1,530.46	71795	2/22/2023
FREDONIA OUTDOOR EQUIPMENT	AIR FILTER & BLADE	258.45	71796	2/22/2023
G & W FOODS	WATER	417.53	71797	2/22/2023
SUNNE GROTH	CIVIC CENTER DEPOSIT REFUND	200.00	71798	2/22/2023
HACH COMPANY	LAB SUPPLIES	799.27	71799	2/22/2023
HAWKINS INC	CHEMICALS	5,339.40	71800	2/22/2023
HEALY LAW OFFICES, LLC	FRANCHISE FEES	1,180.00	71801	2/22/2023
INDUSTRIAL SALES COMPANY INC	CALIBRATION	350.00	71802	2/22/2023
INTERNAL REVENUE SERVICE	FEDERAL TAX DEPOSIT-DUE	1,905.89	71803	2/22/2023
JERRY HALL'S COMMUNICATIONS	RADIOS	1,250.00	71804	2/22/2023
KANSAS STATE TREASURER	WMC BOND INTEREST PAYMENT	1,631.25	71805	2/22/2023
NKC Tire	TIRES	751.20	71806	2/22/2023
LANDIS+GYR TECHNOLOGY INC	FEB 2023 AMR	950.00	71807	2/22/2023
LITTLE BEAR TIRE	TIRE ROTATION	20.00	71808	2/22/2023
MERIDIAN ANALYTICAL LABS LLC	WASTEWATER ANALYSIS	33.00	71809	2/22/2023
MFA OIL	TANK RENTAL	109.50	71810	2/22/2023
MIDWEST COMPUTER SALES	SOFTWARE PROTECTION	400.00	71811	2/22/2023
BANK OF AMERICA	ROCK	2,713.01	71813	2/22/2023
GRACE MILLIS	CIVIC CENTER DEPOSIT REFUND	300.00	71814	2/22/2023
NEODESHA FIREMAN'S FUND	GRANT FUNDING	2,341.00	71815	2/22/2023
QUALITY MOTORS	HOSE ASSEMBLY	38.18	71816	2/22/2023
QUILL LLC	OFFICE SUPPLIES	91.21	71817	2/22/2023
RODNEY M SCHLEGEL II	REIMBURSEMENT FOR CONCRETE	773.62	71818	2/22/2023
SCHULTE SUPPLY INC	SUPPLIES	318.45	71819	2/22/2023

SIGN DESIGN	UNIFORMS	915.00	71820	2/22/2023
AMBER SPARKS	CIVIC CENTER DEPOSIT REFUND	200.00	71821	2/22/2023
TASC	CLAIM CARD/ADMIN FEES	534.06	71822	2/22/2023
TBS ELECTRONICS INC	BATTERY	222.00	71823	2/22/2023
TRUCK CENTER COMPANIES	PARTS	95.00	71824	2/22/2023
UNIFIRST CORPORATION	RUG & CLEANING SUPPLIES	1,008.53	71825	2/22/2023
WALMART COMMUNITY BRC	FINANCE CHARGE	4.96	71826	2/22/2023
WESTERN AUTO	SUPPLIES	137.40	71827	2/22/2023
WILSON COUNTY REGISTER OF DEED	DEED FILING	2.00	71828	2/22/2023
WOODS LUMBER COMPANY	SUPPLIES	160.21	71829	2/22/2023
WRENCHERS	LIFT	10,337.00	71830	2/22/2023
TEXAS DEPT OF PUBLIC SAFETY	DRIVING RECORD	10.00	71556	1/16/2023
CASH	EMPLOYEE BIRTHDAYS	20.00	71557	1/16/2023
PATRIOT CHEVROLET	22 CHEVY SILVERADO/23 CHEVY EQUINOX	65,690.00	71558	1/16/2023
SEK ASSOCIATION OF FIRE CHIEFS	2023 MEMBERSHIP DUES	75.00	71559	1/16/2023
RWD #4	AIRPORT RURAL WATER	28.60	71635	1/31/2023
BANK OF COMMERCE	FINAL TRASH TRUCK PAYMENT	38,865.86	71636	1/31/2023
SOUTHERN STAR CENTRAL GP, INC	DECEMBER BILLING	69,632.65	71637	1/31/2023
SPARKLIGHT	INTERNET SERVICES	189.95	71638	1/31/2023
VISA	MEMBERSHIP DUES AND SUPPLIES	1,130.68	71639	1/31/2023
KANSAS STATE TREASURER	GO BONDS	9,200.34	71640	1/31/2023
WEX BANK	FUEL	6,082.87	71641	1/31/2023
US POST OFFICE	JANUARY BILLING	363.23	71643	1/31/2023
****TOTAL****		230,880.26		

ACH ELECTRIC ENERGY STATEMENTS BILLED FEBRUARY 2023
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KMEA - SPA Hyrdro Project	January 2023 Service	2,719.97
KMEA - GRDA Power Supply Project	March 2023 Service	101,652.52
KMEA - Energy Mgmt Project No 3	January 2023 Service	100,128.28
TOTAL ACH Electric Energy Statements		204,500.77

ORDINANCE NO. 1779

AN ORDINANCE REPEALING ORDINANCE 1654 OF THE CITY OF NEODESHA, WILSON COUNTY, KANSAS, RELATING TO A TELECOMMUNICATIONS FRANCHISE WITH KANSAS FIBER NETWORK.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS:

Section 1: That ordinance 1654 is hereby repealed.

Section 2: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its publication in the official city newspaper.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 22nd day of February, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

ORDINANCE NO. 1780

AN ORDINANCE AMENDING SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE REGARDING FEES FOR UTILITIES PROVIDED BY THE CITY OF NEODESHA, WILSON COUNTY, KANSAS AND REPEALING OLD SECTION 16-36 OF CHAPTER 16 OF THE CITY OF NEODESHA CODE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF NEODESHA, KANSAS:

Section One: Section 16-36 of Chapter 16 of the City of Neodesha Code shall be amended to read as follows:

Sec. 16-36. - Utilities.

- a) Service connection fees:
 - 1. Electricity: \$50.00.
 - 2. Gas: \$50.00.
 - 3. Water: \$50.00.
- b) Transfer fee: \$25.00.
- c) Reconnect fees for non-payment: \$50.00
- d) Returned check NSF fee: \$30.00.
- e) Natural gas:
 - 1. Residential service, monthly rates:
 - a. Meter service charge: \$14.00 per month per meter.
 - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
 - 2. Commercial service, monthly rates:
 - a. Meter service charge: \$16.00 per month per meter.
 - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
 - 3. Industrial service, monthly rates:
 - a. Meter service charge: \$18.00 per month per meter.
 - b. Commodity charge: \$0.816 per Ccf, plus the cost of gas adjustment.
 - 4. Large volume service. Must remain on this rate for the 12-month calendar year.
 - a. Customer charge: \$55.00 per month (includes multiple locations/meters).
 - b. Meter service charge: \$18.00 per month per meter.
 - c. Commodity charge:
 - (1) The first 500 Ccf (0—500) at \$0.795 per Ccf.
 - (2) The next 1500 Ccf (501—2000) at \$0.774 per Ccf.
 - (3) The next 3500 Ccf (2001—5500) at \$0.742 per Ccf.
 - (4) All over 5500 Ccf (5501+) at \$0.721 per Ccf, plus the cost of gas adjustment applied to all Ccf.
- f) Water rates:
 - 1. Residential and commercial:

Year	Customer Meter Charge	Each Gallon
2023	19.48	0.00849
2024	19.87	0.00866
2025	20.06	0.00884

- 2. Industrial customers for the first 100,000 gallons the rate shall be per month:

Year	Customer Meter Charge	Each Gallon
2023	19.48	0.00849
2024	19.87	0.00866
2025	20.06	0.00884

- a. For all water in excess of 100,000 gallons the rate per month shall be:

Year	Excess of 100,000 each Gallon
2023	0.00728
2024	0.00743

2025	0.00758
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2. Bulk water sales at Water Plant:
 - a. 90 gallons for \$1.00

3. Customers outside of City limits:

Year	Customer Meter Charge	Each Gallon
2023	24.35	0.01062
2024	24.83	0.01083
2025	25.33	0.01105

4. Water reconnect fees when service is terminated for violating water supply emergency restrictions:
 - a. First reconnection: \$50.00.
 - b. Second reconnection: \$200.00.
 - c. Third reconnection: \$300.00.
5. Water backflow preventer testing fees.
 - a. First unit \$150.00; additional units \$100.00 each.
 - b. Re-testing: \$100.00 per unit.

g) Electric rates.

1. Residential and Urban Customers:
 - a. Customer charge: \$16.00 per month per meter.
 - b. Energy: \$0.083 per kWh.
 - c. Minimum: The customer charge.
2. Commercial Customers:
 - a. Customer charge: \$25.00 per month per meter.
 - b. Energy: \$0.083 per kWh.
 - c. Minimum: The customer charge.
3. Industrial Customers:
 - a. Customer charge: \$100.00 per month per meter.
 - b. Energy: \$0.075 per kWh.
 - c. Minimum: The customer charge.
4. Large volume industrial customer rate: Large volume industrial customers shall be billed at the rate of \$0.06 per kWh for any monthly usage that exceeds 200,000 kilowatt-hours. During those months when usage exceeds 400,000 kilowatt-hours, the large volume industrial customer shall be billed at the rate of \$0.06 per kWh for all usage, and in no case shall be lower than the city's actual cost to purchase power. Large volume rates shall be subject to the same cost adjustment as all other electric rates. The rates set forth in this section are based on a standard base cost of \$0.045 per kWh.
5. Hi-Lighters:
 - a. Installation charge: \$150.00.
 - b. Installation charge with installation of pole: \$450.00.
 - c. Monthly charge: \$7.50.

h) Sewer Rates:

1. Residential/Commercial/Industrial:

Year	Customer Meter Charge	Each Gallon
2023	21.53	0.00442
2024	21.75	0.00446
2025	21.97	0.00450

- a. For residential customers the monthly user charge will be based on the average monthly water usage during the months of December, January and February. If a residential customer has not established an average for December, January and February, his monthly user charge shall be the median charge of all other residential contributors.
- b. Industrial/Commercial: User charges shall be based on the water used during the current month.
 - b.1. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collection system, the user charge for that contributor may be based on a wastewater meter or separate water meter installed and maintained at the contributor's expense, and in a manner acceptable to the City.

2. Customers Outside City Limits:

Year	Customer Meter Charge	Each Gallon
2023	26.92	0.00552
2024	27.19	0.00558
2025	27.46	0.00564

i) Solid waste collection and disposal:

1. Residential/Commercial/Industrial

<i>Refuse Rates</i>	<i>Monthly Rate</i>	<i>Additional Container</i>
Residential rate per dwelling unit	\$13.00	
Commercial minimum rate	\$22.00	
Shared dumpsters (1 shared by 2 or more businesses)	\$22.00	n/a
Once a week collection (first container)	\$22.00	\$18.00
Two collections per week (first container)	\$35.00	\$31.00
Three collections per week (first container)	\$47.00	\$41.00
Four collections per week (first container)	\$58.00	\$51.00
Five collections per week (first container)	\$70.00	\$61.00
Service outside city limits (125% of the city rate)		

2. Dumpster Rental Rates:

- a. \$50 per day.
- b. \$150 per week.
- c. \$75 per weekend.
- d. Dumped once per day (M-F).
- e. Dumpster rental fees shall be prepaid at City Hall prior to dumpster delivery.

j) Stormwater fee: \$3.00 per water meter per month.

Section Two: Old Section 16-36 of Chapter 16 of the Code of the City of Neodesha is hereby repealed.

Section Three: EFFECTIVE DATE. This ordinance shall be in full force and effect after its publication in the official city newspaper for the March 30, 2023 billing date.

Passed by the Governing Body of the City of Neodesha, Kansas and signed by the Mayor this 22nd day of February, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk

CITY OF NEODESHA

RESOLUTION 23-04

A RESOLUTION REPEALING RESOLUTION NUMBER 22-08 RELATING TO A POOL FILL POLICY FOR THE CITY OF NEODESHA, KANSAS.

WHEREAS, the Governing Body of the City of Neodesha, Kansas, on May 11, 2022, approved Resolution 22-08, establishing a pool fill policy for the City of Neodesha, Kansas; and

WHEREAS, the Governing Body has determined that the provisions of Resolution 22-08, and the pool fill policy, have not worked as intended and this service by the Neodesha Fire Department should not continue;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEODESHA:

Resolution 22-08 is hereby repealed.

ADOPTED AND APPROVED by the governing body of the City of Neodesha, Kansas this 22nd day of February, 2023.

ATTEST:

Devin Johnson, Mayor

Stephanie Fyfe, City Clerk



Stephanie & Jason Ukele, Owners
76 Plum Avenue Inman, KS 67546
Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

February 20, 2023

City of Neodesha
Attn: Stephanie Fyfe
1407 N. 8th
P.O. Box 336
Neodesha KS 66757

I am enclosing your FIREWORKS PRODUCTION CONTRACT, for the City of Neodesha, July 4, 2023, fireworks celebration. We are very excited to be your fireworks provider for another year. We love being in the entertainment business through the production of a fireworks show for your organization. Our pledge is to provide you with the most awesome and entertaining show for your budget.

Please read through the contract, and if you have any questions about the process or the contract, please do not hesitate to contact me at one of the above numbers. If everything is acceptable, please sign a copy and return the contract to us along with the required 50% deposit.

Sincerely,

Karen West

Karen West
Display Fireworks Admin. Asst.
Rainbow Fireworks, Inc.

Cc: File
Enclosures



Stephanie & Jason Ukele, Owners
76 Plum Avenue Inman, KS 67546
Office 620-663-7714
1-888-886-1008
Fax 1-800-884-1218
Email info@fireworks-display.com
Website www.fireworks-display.com
ATF # 5-KS-00621

FIREWORKS PRODUCTION CONTRACT

This contract is entered into this 20th day of February, 2023 by and between **Rainbow Fireworks, Inc.**, designated herein as the “**SELLER**” and CITY OF NEODESHA, designated herein as the “**PURCHASER**” of one Display Fireworks, UN0335, Explosives 1.3G Production to be held on the 4th day of July, 2023.

- YES ☒ **SELLER** will secure, prepare, and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- YES ☒ **SELLER** will include the services of a Pyrotechnic Operator (shooter) to take charge of, set up, and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applied.
- YES ☒ **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any “duds” or other material which might not have ignited. Any such material, found by any other person other than the Operator, should be left untouched, mark the location, and call the operator for proper disposal.
- YES ☒ **SELLER** will maintain a CERTIFICATE OF LIABILITY INSURANCE POLICY of \$5,000,000 aggregate coverage.
a) The Client (show sponsor & landowners as noted on the Certificate of Insurance) shall be listed as an additional insured.
- YES ☒ **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location.
- YES ☒ **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances.
- YES ☒ **PURCHASER** also agrees to have a fire truck available on location during the display.

ONE (1) DISPLAY FIREWORKS, UN0335, EXPLOSIVES 1.3G PRODUCTION has been agreed upon by **PURCHASER AND SELLER** in the sum of Nine Thousand Dollars and no/100 cents (\$ 9,000.00). It is agreed and understood that the **PURCHASER** will pay to the **SELLER** fifty percent (50%) of the show cost deposit in the sum of Four Thousand Five Hundred Dollars and no/100 cents (\$ 4,500.00) to be paid with the submitting of the signed contract. It is also agreed and understood that the **PURCHASER** will pay to the **SELLER** the balance of Four Thousand Five Hundred Dollars and no/100 cents (\$ 4,500.00) within ten (10) days after the date of the display.

In the event of inclement weather or other adverse condition, so as to cause postponement of the display, it is agreed and understood that the **PURCHASER** will notify the **SELLER** regarding the postponement date, normally the following night. If **PURCHASER** will not re-schedule the display and completely cancels the display, the **PURCHASER** agrees to pay the **SELLER** fifteen percent (15%) of the show cost for the expense deposit in the sum of One Thousand Three Hundred Fifty Dollars and no/100 cents (\$ 1,350.00). The expense deposit will cover the Out-of-Pocket Expenses, labor cost, and fees which have been incurred up to the point of cancellation; and the balance will be refunded.

Witness whereof, we have caused our signatures to be affixed to this document, on this _____ day of _____, 2023.

SELLER:

PURCHASER:

RAINBOW FIREWORKS, Inc.

CITY OF NEODESHA

By: Stephanie Ukele
Authorized Agent

By: _____
Authorized Agent

AGREEMENT FOR AMBULANCE SERVICES

THIS AGREEMENT, made and entered into this 8th day of February, 2023, by and between WILSON COUNTY, KANSAS, hereinafter referred to as the First Party, and the CITY OF NEODESHA, KANSAS, through the Board of Commissioners, hereinafter referred to as the Second Party.

WITNESSETH: The First Party and the Second Party, in consideration of their mutual promises and other good and valuable consideration, hereby agree as follows:

FIRST: The Second Party shall provide ambulance services to all persons in Wilson County, Kansas, located within a service area which shall border on the ambulance service area operated by the Fredonia Regional Hospital, Fredonia, Kansas, during the term of this agreement and shall charge for said service, such rates and charges as it may set from time to time.

Except as stated herein the Second Party shall not refuse to give ambulance services to any person within its service area. The Second Party may refuse to give non-emergency ambulance services to those persons with past due ambulance service accounts, or in the alternative, may require advance payment for said service.

The Second Party may refuse to give ambulance services for out of county calls, when in the judgment of the Second Party, such need for ambulance services can be provided by another firm or person, or when it appears that giving such service out of Wilson County might hinder the providing of adequate service in Wilson County.

The Second Party may also refuse to give ambulance services when the emergency or catastrophe makes provision of such service to appear hazardous, impossible, unreasonable, or of a lesser priority than another need for service.

The books of the Second Party pertaining to the ambulance operation shall be available for inspection and review by the First on a quarterly basis.

SECOND: The First Party shall pay the sum equal to \$243,000.00 to the Second Party for the operation of ambulance services. The funds shall be used exclusively for the operation of ambulance services. The funds shall be disbursed in twelve (12) equal payments of \$20,250.00.

THIRD: The Second Party agrees to provide sufficient liability insurance to protect all parties herein during the term of this agreement.

FOURTH: Any provision of this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of the agreement.

FIFTH: This agreement, executed by the parties, may not be modified or terminated except in writing acknowledged by all parties.

SIXTH: The Second Party shall comply with all laws, ordinances, resolutions, regulations, requirements, and rules with respect to the use, maintenance, and operation of ambulances and ambulance services.

The Second Party agrees to maintain adequate communications, which shall be attended twenty-four (24) hours every day for the receipt of emergency ambulance calls.

Failure to comply with any of the terms of this agreement shall be considered a material breach of this agreement, in which event, the First Party may declare this agreement null and void and/or exercise any legal remedies provided by law.

SEVENTH: Waiver of any specific default shall not be a waiver of any other or subsequent default. No waiver by the First Party of any provisions hereof shall constitute a waiver of any other matter and all waivers shall be in writing and executed by the Board of Wilson County Commissioners. No failure on the part of the First Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof.

The parties shall give notice in writing prior to July 1, 2023 of their intention not to renew this agreement.

EIGHTH: The term of this agreement shall be for a period of one (1) year, commencing on January 1, 2023, and ending December 31, 2023, and shall be binding upon the successors and assigns of the parties hereto provided. However, this agreement shall not be assigned without the written consent of all parties hereto.

NINTH: Upon termination of this agreement, all ambulances and associated equipment shall be the property of the First Party. Upon receipt of the said property, the First Party shall be liable for the payment of any indebtedness thereon.

FIRST PARTY:

WILSON COUNTY, KANSAS

By the Board of County Commissioners

Casey Lair, Chairman

Andrew Miller, Vice Chairman

Jerry Scott, Member

Attest:

Kayla Busch, County Clerk

SECOND PARTY:

CITY OF NEODESHA

By the Board of City Commissioners

Devin Johnson, Mayor

J.D. Moffatt, Commissioner

Tom Nichol, Commissioner

Attest:

Stephanie Fyfe, City Clerk

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: KS - Neodesha PD	Contact Name: Sam Tomlinson
Legal Entity Name:	
Address: 1407 N 8th St Neodesha, Kansas 66757	Phone: (620) 325-3031 E-Mail: stomlinson@ncodeshaks.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 12 months Renewal Term: 12 months	Billing Term: 100% at Last Camera Validation payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	2.00	\$700.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	2.00	\$5,000.00

Subtotal Year 1: \$5,700.00

Subscription Term: 12 Months

Annual Recurring Total: \$5,000.00

Estimated Sales Tax: \$0.00

Total Contract Amount: \$5,700.00

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: KS - Neodesha PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

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

RECITALS

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

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

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

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

AGREEMENT

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

1. DEFINITIONS

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

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

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

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

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

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

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

4. CONFIDENTIALITY; AGENCY DATA

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

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

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

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

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

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

5. PAYMENT OF FEES

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

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

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

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

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

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

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. 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

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. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. 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 Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws,

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.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 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.

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

10.10 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.

10.11 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:



CERTIFICATE – DIRECTOR-1

KANSAS MUNICIPAL ENERGY AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director-1** to serve on the Board of Directors of the Kansas Municipal Energy Agency (KMEA) as provided for in Article V, Section 5.1 of KMEA's Bylaws.

I, the undersigned City Clerk of the City of Neodesha, Kansas, a member of KMEA, do hereby certify that at a meeting of the City Governing Body duly held on the 22nd day of February, 2023; and

Name:	<u>Brandon Hearn</u>	Title:	<u>Electric Superintendent</u>
Address:	<u>PO Box 336</u>		
City:	<u>Neodesha</u>	State:	<u>Kansas</u>
		Zip Code:	<u>66757</u>
Office Phone:	<u>620-325-5227</u>	Cell Phone:	<u>620-205-7721</u>
		Fax:	<u>620-325-2481</u>
Email Address:	<u>bhearn@neodeshaks.org</u>		

who (a) resides within the territory served by the City's electric utility; or (b) is an employee of the City, was appointed to serve on the KMEA Board of Directors for a two-year term beginning May 1, 2023.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 22nd day of February, 2023.

City Clerk

Neodesha, Kansas

Return completed certificate to:
KMEA, 6300 West 95 Street, Overland Park, KS 66212
mail: mitchell@kmea.com Fax: 913-677-0804