

Sylvania City Council

October 16, 2023

7:30 p.m. Council Meeting

Agenda

1. Roll call: Mr. Frye, Mr. Hansen, Mr. Haynam, Mr. McCann, Mr. Richardson, Ms. Stough, Mrs. Westphal.
2. Pledge of Allegiance to the United States of America led by Ms. Stough.
3. Additions to the agenda.
4. Approval of the Council meeting minutes from October 2, 2023.
5. Proposed Ordinance No. 84-2023, Accepting the proposal of Sylvania Compost & Recycling, LLC to provide Green Yard Waste Drop-Off Site.
6. Proposed Ordinance No. 85-2023, Authorizing the Mayor and Director of Finance to enter into an agreement with Flock Group, Inc. for 15 License Plate Reader Cameras and associated software.
7. Pedestrian Hybrid Beacon Safety Study – Southview High School
 - a. Service Director’s report on contract modification proposal.
 - b. Proposed Ordinance No. 86-2023, Authorizing the Mayor and Director of Finance approve the amendment to the City’s agreement with DGL Consulting Engineers, LLC to include Southview High School in this project.
8. Harroun Park River Trail Stream Restoration (Phase 2)
 - a. Service Director’s report on contract modification approval.
 - b. Proposed Ordinance No. 87-2023, Authorizing the Mayor and Director of Finance to approve the amendment to the City’s agreement with Civil & Environmental Consultants, Inc. for this project.
9. Erie Street & Monroe Street Roundabout & Resurfacing Project
 - a. Service Director’s letter requesting authorization to begin the Consultant Letters of Interest solicitation for design of the project.
10. Committee reports.
11. Committee referrals.

INFORMATION

- A. Board of Architectural Review Meeting Minutes from October 11, 2023.
- B. Sylvania Municipal Planning Commission Meeting Minutes from October 11, 2023.

Minutes of the Meeting of Council
October 2, 2023

4

The Council of the City of Sylvania, Ohio met in regular session on October 2, 2023 at 7:30 p.m. with Mayor Stough in the chair. Roll was called with the following members present: Mark Frye, Marcus Hansen, Doug Haynam(excused), Brian McCann, Patrick Richardson, Mary Westphal(excused), Lyndsey Stough; (5) present; (2) absent.

Roll call:
5 present,
2 absent.

Pledge of Allegiance to the United States of America led by Mr. Richardson.

Pledge of
Allegiance.

Mayor Stough stated that Council will now consider agenda item 3.

The following item has been added to the agenda:

Item # 10b. Service Director's report on OPWC Grant Application.

Item # 10c. Proposed Resolution No. 10-2023.

Item # 10d. Proposed Resolution No. 15-2023.

Additions to the
Agenda.

Mr. Frye moved, Mr. McCann seconded to approve the agenda as amended; roll call vote being: Stough, Frye, Hansen, McCann, Richardson; (5) yeas; (0) nays. The motion carried.

Agenda approval.

Mayor Stough stated that Council will now consider agenda item 4.

Mr. Frye presented the September 18, 2023 meeting minutes. Mr. Frye moved, Ms. Stough seconded, that since the Mayor, members of Council, and others had been furnished copies of these minutes prior to this meeting, Council dispense with the reading of these minutes at this time, and the journal of the minutes of the regular meeting of September 18, 2023 be approved; roll call vote being: Hansen, McCann, Frye, Stough, Richardson; (5) yeas; (0) nays. The motion carried.

Approval of the
September 18,
2023 meeting
minutes.

Mayor Stough stated that Council will now consider agenda item 5.

Service Director's report on OPWC Grant Application was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 11-2023, a written copy of same having been previously furnished to each member of Council "A Resolution authorizing the Mayor and Director of Finance to file an Ohio Public Works Commission Grant Application for the Monroe Street/Main Street/Summit Street Traffic Signal Improvement Project; and declaring an emergency."; Mr. Richardson moved, Mr. Hansen seconded for passage of Resolution No. 11-2023 as an emergency measure; roll call vote being: Richardson, Hansen, McCann, Frye, Stough; (5) yeas; (0) nays. The motion carried.

Resolution No.
11-2023, "...
OPWC Grant
Application...
Monroe/Main/
Summit Traffic
Signal..."

Service Director's report on right-of-way acquisition was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 81-2023, a written copy of same having been previously furnished to each member of Council "Accepting a warranty deed of right-of-way from the City of Sylvania relative to the Monroe Street/Main Street/Summit Street Traffic Signal Improvement Project; authorizing the Mayor and Director of Finance to execute said documents on behalf of

Ordinance No.
81-2023, "...
ROW from
City of
Sylvania..."

Minutes of the Meeting of Council
October 2, 2023

the City; dedicating the same for public purposes; and declaring an emergency.”; Mr. Richardson moved, Mr. Hansen seconded for passage of Ordinance No. 81-2023 as an emergency measure; roll call vote being: Richardson, McCann, Frye, Hansen, Stough; (5) yeas; (0) nays. The motion carried.

Service Director’s report on right-of-way acquisition was placed on file. Mr. Richardson presented and read aloud by title only, proposed Ordinance No. 82-2023, a written copy of same having been previously furnished to each member of Council “Authorizing the Mayor and Director of Finance to enter into a purchase agreement with WFZ Properties, LLC for the Monroe Street/Main Street/Summit Street Traffic Signal Improvement Project; dedicating the same for public purposes; appropriating funds therefore in the amount of \$4,035.00; and declaring an emergency.”; Mr. Richardson moved, Ms. Stough seconded for passage of Ordinance No. 82-2023 as an emergency measure; roll call vote being: Hansen, McCann, Frye, Stough, Richardson; (5) yeas; (0) nays. The motion carried.

Ordinance No. 82-2023, “... Purchase Agreement with WFZ Properties...”

Mayor Stough stated that Council will now consider agenda item 6.

Service Director’s report on OPWC Grant Application was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution 12-2023, a written copy of same having been previously furnished to each member of Council “A Resolution authorizing the Mayor and Director of Finance to file an Ohio Public Works Commission Grant Application for the Harroun Road/Ravine Drive Intersection Improvement Project”; and declaring an emergency.”; Mr. Richardson moved, Mr. Hansen seconded for passage of Resolution 12-2023 as an emergency measure; roll call vote being: McCann, Hansen, Richardson, Stough, Frye; (5) yeas; (0) nays. The motion carried.

Resolution No. 12-2023, “... OPWC Grant Application for Harroun/Ravine Intersection...”

Mayor Stough stated that Council will now consider agenda item 7.

Service Director’s report on OWDA Loan Application was placed on file. Mr. McCann presented and read aloud by title only, proposed Resolution 13-2023, a written copy of same having been previously furnished to each member of Council “A Resolution authorizing the Mayor and Director of Finance to file a Loan Application with the Ohio Water Development Authority for the Large Diameter Sanitary Sewer Lining Phase 3 and Main Street Sanitary Sewer Rehabilitation Projects”; and declaring an emergency.”; Mr. McCann moved, Mr. Hansen seconded for passage of Resolution 13-2023 as an emergency measure; roll call vote being: Hansen, McCann, Richardson,

Resolution No. 13-2023, “... Amended Agreement... Regional Combined Health District...”

Minutes of the Meeting of Council
October 2, 2023

Stough, Frye; (5) yeas; (0) nays. The motion carried.

Service Director's report on accepting project bid was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 80-2023, a written copy of same having been previously furnished to each member of Council "Accepting the bid of Inliner Solutions, LLC and awarding the contract for the Large Diameter Sanitary Sewer Lining Phase 3 and South Main Street Sanitary Sewer Rehabilitation Projects to same; authorizing the expenditure for the improvements in the amount of \$1,278,846.00; appropriating funds therefore; and declaring an emergency."; Mr. McCann moved, Ms. Stough seconded for passage of Ordinance No. 80-2023 as an emergency measure; roll call vote being: Hansen, McCann, Frye, Stough, Richardson; (5) yeas; (0) nays. The motion carried.

Ordinance No. 80-2023, "... Inliner Solutions, LLC...Large Diameter Sanitary Sewer... South Main Street Rehab..."

Mayor Stough stated that Council will now consider agenda item 8.

Service Director's report on OPWC Grant Application was placed on file. Mr. Richardson presented and read aloud by title only, proposed Resolution No. 14-2023, a written copy of same having been previously furnished to each member of Council "A Resolution authorizing the Mayor and Director of Finance to file an Ohio Public Works Commission Grant Application for the improvement project; and declaring an emergency."; Mr. Richardson moved, Mr. Frye seconded for passage of Resolution No. 14-2023 as an emergency measure; roll call vote being: Stough, Hansen, Richardson, McCann, Frye; (5) yeas; (0) nays. The motion carried.

Resolution No. 14-2023, "... OPWC Grant Application... US23/Monroe Street Interchange..."

Mayor Stough stated that Council will now consider agenda item 9.

Service Director's report on the Stormwater Management Plan was placed on file. Mr. McCann presented and read aloud by title only, proposed Ordinance No. 83-2023, a written copy of same having been previously furnished to each member of Council "Adopting a Stormwater Management Plan for the City of Sylvania, Ohio; authorizing the Director of Public Service to submit the Plan to the Ohio Environmental Protection Agency; and declaring an emergency." Mr. McCann moved, Mr. Richardson seconded for passage of Ordinance No. 83-2023 as an emergency measure; roll call vote being: Stough, Hansen, Richardson, Frye, McCann; (5) yeas; (0) nays. The motion carried.

Ordinance No. 83-2023, "... Adopting a Stormwater Management Plan..."

Mayor Stough stated that Council will now consider agenda item 10.

Mr. Frye reported on the Committee of the Whole meeting held this date. Kevin Aller, Service Director, gave an update on the Downtown Transportation Improvements Project. Two options were presented to Council, a single-phase construction project and

Committee of the Whole Report by Mark Frye.

Minutes of the Meeting of Council
October 2, 2023

a two-phase construction project. After discussion on both options Mr. Frye moved, Ms. Stough seconded to accept two resolutions to move forward with the two-phase construction project option; roll call vote being: Hansen, Richardson, Stough, Frye, McCann; (5) yeas; (0) nays. The motion carried.

Accepting the two-phase construction option.

Service Director's reports on the Downtown Transportation Improvements project were placed on file. Mr. Frye presented and read aloud by title only, proposed Resolution No. 10-2023, a written copy of same having been previously furnished to each member of Council "A Resolution authorizing and establishing a new fund known as the Tax Increment Financing (TIF) Fund within the financial records of the City of Sylvania, dedicating funds for the Downtown Transportation Improvement Project; and declaring an emergency." Mr. Frye moved, Mr. McCann seconded for passage of Resolution No. 10-2023 as an emergency measure; roll call vote being: Stough, Hansen, Richardson, Frye, McCann; (5) yeas; (0) nays. The motion carried.

Resolution No. 10-2023, "... Establishing TIF Fund...DT Transportation Improvement Project..."

Mr. Frye presented and read aloud by title only, proposed Resolution No. 15-2023, a written copy of same having been previously furnished to each member of Council "A Resolution authorizing the Mayor and Director of Finance to file an Ohio Public Works Commission Grant Application for the Downtown Transportation Improvement (Phase 1) Project; and declaring an emergency." Mr. Frye moved, Mr. Hansen seconded for passage of Resolution No. 15-2023 as an emergency measure; roll call vote being: Hansen, Richardson, Frye, Stough, McCann; (5) yeas; (0) nays. The motion carried.

Resolution No. 15-2023, "... OPWC Grant Application... DT Transp. Improvement Project(Phase 1)..."

Mayor Stough stated that Council will now go into Executive Session.

Mr. Frye moved, Mr. McCann seconded to enter into Executive Session for the purpose of discussion of ongoing possible litigation at 8:25 p.m. Roll call vote being: Frye, McCann, Stough, Richardson, Hansen, (5) yeas; (0) nays. The motion carried

Executive Session: Possible Litigation.

Mr. Frye moved, Mr. McCann seconded to return from Executive Session to General Session at 9:04 p.m. Roll call vote being: Frye, McCann, Stough, Richardson, Hansen, (5) yeas; (0) nays. The motion carried

Mayor Stough stated all agenda items have been addressed.

Mr. Frye moved, Mr. McCann seconded to adjourn at 9:05 p.m. Roll call vote being: Frye, Hansen, Stough, Richardson, McCann; (5) yeas; (0) nays.

Adjournment.

Clerk of Council

Mayor

ORDINANCE NO. 84-2023

ACCEPTING THE PROPOSAL OF SYLVANIA COMPOST & RECYCLING, LLC TO PROVIDE GREEN YARD WASTE DROP-OFF SITE; APPROPRIATING FUNDS THEREFORE IN AN AMOUNT NOT TO EXCEED \$50,000; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sylvania has need of land area for the storing of leaves, composting leaves and the removal of the compost; and,

WHEREAS, Ordinance No. 94-87, passed by Sylvania City Council on September 21, 1987, authorized the Mayor and Director of Finance to enter into a Lease on behalf of the City of Sylvania, Ohio, as lessee with Toledo Memorial Park and Mausoleum for approximately 5 acres of Lessor's property on the south side of Yankee Road, in Whiteford Township, Michigan, for the purposes of storing leaves and the removal thereof; and,

WHEREAS, Ordinance No. 81-90 authorized the Mayor and Director of Finance to enter into a Lease with Toledo Memorial Park and Mausoleum for an additional 8.5 acres; and,

WHEREAS, Ordinance No. 56-91, passed June 17, 1991, authorized the Mayor and Director of Finance to enter into a Lease on behalf of the City of Sylvania, Ohio, as lessee with Toledo Memorial Park and Mausoleum for approximately 23.5 acres of Lessor's property on the south side of Yankee Road, in Whiteford Township, Michigan, for the purposes of storing leaves and green yard waste and compositing and densifying same; and,

WHEREAS, Ordinance No. 76-98, passed August 3, 1998, authorized the Mayor and Director of Finance to enter into a Lease on behalf of the City of Sylvania, Ohio, as lessee with Toledo Memorial Park and Mausoleum for approximately 23.5 acres of Lessor's property on the south side of Yankee Road, in Whiteford Township, Michigan, for the purposes of storing leaves, composting leaves and the removal thereof; and,

WHEREAS, Ordinance No. 11-2000, passed February 23, 2000, authorized the Mayor

and Director Finance to enter into an Agreement with Toledo Memorial Park for the construction of a Pole Barn on Toledo Memorial Park's property for use by the City of Sylvania in its composting operations; and,

WHEREAS, the terms of the lease authorized and entered into in 1998 provided for automatic one-year renewals unless either party provides six (6) month written notice of its intent to cancel the Lease; and,

WHEREAS, Toledo Memorial Park, by letter dated August 29, 2023, notified the City of Sylvania of its intent to terminate the Lease for the City's green yard waste and compost site effective August 31, 2024; and,

WHEREAS, in order to provide for the disposal of green yard waste and leaves, the Director of Public Service has recommended that the City enter into an Agreement with Sylvania Compost & Recycling, LLC to provide said services; and,

WHEREAS, the Director of Public Service has received a proposal from Sylvania Compost & Recycling, LLC to provide a yard waste drop off site for proper disposal of leaves and green yard waste from October 17, 2023 to August 31, 2024 at a cost of \$50,000, and the Director of Public Service has recommended approval of that proposal.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the proposal of Sylvania Compost & Recycling, LLC, attached hereto as "Exhibit A," in the amount of Fifty Thousand Dollars (\$50,000.00) to provide a yard waste drop off site for proper disposal of leaves and green yard waste for the City of Sylvania from October 17, 2023 to August 31, 2024, is hereby approved and accepted.

SECTION 2. That the Director of Public Service shall promptly give notice to Sylvania Compost & Recycling to proceed under the proposal hereby approved and accepted.

SECTION 3. That to provide funds for said yard waste drop-off site hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein

not heretofore appropriated to **Account No. 401-7750-52268 – Miscellaneous** the amount of Fifty Thousand Dollars (\$50,000.00).

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that utilizing the yard waste drop-off site should commence at the earliest possible time and therefore this Ordinance should be effective immediately. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

CITY OF SYLVANIA

**2023-2024 Yard Waste Drop-Off Site for
Road Department and Hired Contractors**

THIS AGREEMENT is dated as of the 17th day of October in the year 2023 by and between the City of Sylvania (hereinafter called CITY) and Sylvania Compost & Recycling, LLC (hereinafter called CONTRACTOR).

1. PROGRAM SCOPE

CITY crews and hired CITY Haulers shall have access to the Yard Waste Drop-Off site for proper disposal of leaves and green yard waste(GYW) as described in Item 2 to ensure efficiency and services to the CITY. CONTRACTOR equipment breakdowns shall not interrupt Yard Waste Drop-Off program

CONTRACTOR shall comply with all codes, zoning, licensing, permits, laws, and ordinances, per Ohio EPA composting facility rules and Ohio Safety and Health Administration requirements.

2. SCHEDULE

Contract Duration, October 17, 2023 to August 31, 2024.

Minimum access: Monday – Friday 8am – 5pm excluding Holidays
Additional hours as required during CITY fall leaf collection and storm events.
Saturday hours per City holiday collection schedule.

CONTRACTOR must provide proof of “Class IV Permit” status from the Ohio EPA and is expected to accept GYW material from the CITY and its Haulers through August 31, 2024. The total amount of this contract shall be \$50,000. Payment shall be made according to the following schedule:

November 15	\$12,500
February 15	\$12,500
June 15	\$12,500
August 31	\$12,500

Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership, association, or joint venture between the CITY and CONTRACTOR in the conduct of the provisions of the bid.

The CITY reserves the right to judge the suitability of the facility and determine if such facility fits its needs.

3. REQUIRED DOCUMENTS

- a. State of Ohio Workers Compensation Certificate and maintain compliance as described by law
- b. Copy of Class 4 EPA Composting Permit
- c. Certificate of Liability Insurance per CITY requirements

4. CANCELLATION

The CITY reserves the right to terminate the contract in its entirety given 30-day notice. In such a case, final payment is prorated for actual months used. Also, the CITY reserves the right to delay or temporarily cease operations due to non-conformance of the contract.

5. GREEN YARD WASTE DEFINITION

Leaves, grass clippings, tree; branches, limbs, trunks, stumps, root ball 10" or less, and ornamental trees and limbs, vegetative materials, biodegradable paper yard waste bags, and small amounts of dirt rakings mixed with green yard waste materials. No plastic, metal, or non-organic materials. Materials/programs to be accepted include, but not limited to:

- a. Christmas & Holiday Trees January
- b. Winter GYW Pickup December-March, 1 week/month
- c. Unlimited GYW Pickup January & November, 1 week/month
- d. Daily GYW Pickup April-October
- e. Leaf Collection October through December
- f. Ditch cleaning debris such as Organic material from ditch cleaning projects
- g. Brush pickup as needed to maintain public buildings and right-of-way areas
- h. Tree removal and storm damage material, may include log material

6. INSURANCE REQUIREMENTS

Workers' Compensation, etc.

- | | |
|---|--------------------|
| (1) State: | Statutory |
| (2) Employer's Liability and Ohio Stop Gap Coverage | <u>\$1,000,000</u> |

Comprehensive General Liability

- | | |
|--|------------------|
| (1) Bodily Injury and Property Damage: | |
| <u>\$2,000,000</u> | Each Occurrence |
| <u>\$2,000,000</u> | Annual Aggregate |

- | | |
|----------------------------------|------------------|
| Products - Completed Operations: | |
| <u>\$2,000,000</u> | Each Occurrence |
| <u>\$2,000,000</u> | Annual Aggregate |

- | | |
|--|-----------------|
| (2) Personal Injury, with employment exclusion deleted | |
| <u>\$1,000,000</u> | Each Occurrence |

The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to CITY by certified mail. All such insurance shall remain in effect until final payment. CITY shall be named as an additional insured.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR on their behalf.

This Agreement will be effective on October 17, 2023.

OWNER: City of Sylvania CONTRACTOR: Sylvania Compost & Recycling, LLC

By _____
Craig A. Stough, Mayor

By _____
Adam Duncan, Managing Member

By _____
Toby A. Schroyer, Director of Finance

Address for giving notices:

City of Sylvania
6730 Monroe Street
Sylvania, Ohio 43560

Address for giving notices:

Sylvania Compost & Recycling, LLC
8061 W Sylvania Avenue
Sylvania, Ohio 43560

Payments to: PO Box 350816
Toledo, Ohio 43635

Certificate of Availability of Funds:

I, Toby A. Schroyer, Director of Finance, hereby certify that the funds to meet this contract have been lawfully appropriated for the purpose of this contract and are in the treasury of City of Sylvania or are in the process of collection to the credit of the appropriate fund free from prior encumbrance.

By _____
Director of Finance

This Contract is hereby approved as to form:

By: _____
Leslie B. Brinning, Director of Law

Date: _____

6

ORDINANCE NO. 85-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH FLOCK GROUP, INC. FOR 15 LICENSE PLATE READER CAMERAS AND ASSOCIATED SOFTWARE; APPROPRIATING FUNDS THEREFORE IN THE AMOUNT OF \$97,250; AND DECLARING AN EMERGENCY.

WHEREAS, at the September 5, 2023 meeting of Sylvania City Council, the Chief of Police presented information on License Plate Reader cameras that are being utilized locally and nationally; and,

WHEREAS, the Chief of Police, by report dated August 31, 2023, recommended the City install 15 license plate reader cameras at various points throughout the City; and,

WHEREAS, the cameras are designed to take photos of every vehicle and license plate that passes through the camera's view as well as scan the license plates for any active hits in the State and National databases; and,

WHEREAS, thereafter, this matter was referred to the Safety Committee for its review and recommendation; and,

WHEREAS, the Safety Committee met on September 18, 2023 with a representative from Flock Group, Inc., who provides the hardware and software for the license plate reader cameras; and,

WHEREAS, thereafter, the Safety Committee recommended the City enter into an Agreement with Flock Group, Inc. to provide 15 cameras and access to the Flock technology platform and databases; and,

WHEREAS, at the September 18, 2023 meeting of Sylvania City Council, the Director of Law was directed to prepare legislation to enter into an Agreement with Flock Group, Inc., as set

forth on the attached “Exhibit A;” and,

WHEREAS, the cost of the 15 cameras and access to Flock technology platform and databases is \$52,250 for 2024 and \$45,000 for 2025, for a total of \$97,250 for the 24-month Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That the Mayor and the Director of Finance be, and they hereby are, authorized to sign the proposal of Flock Group, Inc. on behalf of this City, thereby indicating such approval and acceptance of the proposal for the Flock hardware and software as set forth in the Agreement attached hereto as “Exhibit A.”

SECTION 2. That to provide funds for said cameras and technology access platform hereby authorized, there is hereby allocated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore allocated to **Account No. 401-7110-53405 - Equipment**, an amount not to exceed Ninety-Seven Thousand Two Hundred Fifty Dollars (\$97,250.00).

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that proposal should be approved immediately so that the installation of the license plate reader cameras can proceed at the earliest possible time. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date

Flock Safety + OH - Sylvania PD

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

MAIN CONTACT:
Logan Harrah
logan.harrah@flocksafety.com
3303072806

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p><i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REIIS</i> <i>CCIC</i> <i>FBI</i></p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>✓ 1 Standard LPR Camera</p> <p>✓ Unlimited LTE data service + Flock OS platform licenses</p> <p>✓ 1 DOT breakaway pole</p> <p>✓ Dual solar panels</p> <p>✓ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>✓ 1 LPR Camera</p> <p>✓ Unlimited LTE data service + software licenses</p> <p>✓ 1 portable mount with varying-sized band clamps</p> <p>✓ 1 Charger for internal battery</p> <p>✓ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>✓ 1 Long-Range LPR Camera</p> <p>✓ Computing device in protective poly case</p> <p>✓ AC Power</p> <p>✓ Permitting, installation, and ongoing maintenance</p>

Your Flock Safety Team

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer:	OH - Sylvania PD	Initial Term:	24 Months
Legal Entity Name:	OH - Sylvania PD	Renewal Term:	24 Months
Accounts Payable Email:	chief.miller@sylvaniapolice.com	Payment Terms:	Net 30
Address:	6635 Maplewood Avenue Sylvania, Ohio 43560	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$45,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	15	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00

Professional Services - Existing Infrastructure Implementation Fee	\$150.00	5	\$750.00
---	----------	---	----------

Subtotal Year 1: \$52,250.00

**Annual Recurring
Subtotal:** \$45,000.00

Estimated Tax: \$0.00

Contract Total: \$97,250.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$52,250.00
Annual Recurring after Year 1	\$45,000.00
Contract Total	\$97,250.00

*Tax not included

Product and Services Description

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

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

FlockOS Features & Description

Package: Essentials

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

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

FLOCK GROUP, INC.

Customer: OH - Sylvania PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this "*Agreement*") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("*Flock*") and the entity identified in the signature block ("*Customer*") (each a "*Party*," and together, the "*Parties*") on this the 30 day of August 2023. This Agreement is effective on the date of mutual execution ("*Effective Date*"). Parties will sign an Order Form ("*Order Form*") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

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

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

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

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness,

prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("*Permitted Purpose*").

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

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

1.1 "*Anonymized Data*" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

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

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

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

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

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

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

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

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

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

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

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

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

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

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

2. SERVICES AND SUPPORT

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

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

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

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

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

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

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

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer ("*Customer Generated Data*"). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

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

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor

acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more

than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

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

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

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

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

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware. . In the event of any material breach of this Agreement, the non-

breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Flock will secure a performance bond for the removal of the hardware installed in the City of Sylvania. Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

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

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

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

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

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

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN

THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

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

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/

OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer

agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon

removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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

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

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

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually

accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

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

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

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

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

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section

2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock’s reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

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

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are

conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

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

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

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



7a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

October 16, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Pedestrian Hybrid Beacon Safety Study**
Southview High School

Dear Mr. Mayor and Council Members:

On June 5, 2023 City Council authorized a safety study contract with DGL Consulting Engineers, LLC to study the possibility of replacing the Rectangular Rapid Flashing Beacon (RRFB) systems with pedestrian hybrid beacons (PHB's) at Highland Elementary, Sylvan Elementary, and McCord Junior High School (Ord. 48-2023).

Southview High School also has one of the RRFB devices installed on Sylvania Avenue. This device was not installed as a part of the original Safe Routes to Schools project, but was added later in 2017. Sylvania Schools has requested further consideration to add this location to the project.

The City has consulted with the Lucas County Engineer's Office since portions of Sylvania Avenue between King Road and McCord Road are maintained by both agencies and both are supportive of adding this location for further study and consideration.

The City requested a contract modification proposal from DGL Consulting Engineers, LLC to study Southview High School and include this location in the safety report. The DGL contract modification proposal is in the amount of \$9,200. This would increase the total cost of the study work from \$24,000 to \$33,200.

The contract modification would be funded from the same 401-7635-53543 account as the original study. We would recommend approval of the contract modification proposal from DGL in the amount of \$9,200. Please call with any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service

7b.

ORDINANCE NO. 86-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE THE AMENDMENT TO THE CITY’S AGREEMENT WITH DGL CONSULTING ENGINEERS, LLC TO INCLUDE SOUTHVIEW HIGH SCHOOL IN THE PEDESTRIAN HYBRID BEACON SAFETY STUDY PROJECT; INCREASING THE PROPOSAL AMOUNT BY \$9,200.00; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 48-2023, passed June 5, 2023, accepted the proposal of DGL Consulting Engineers, LLC (hereafter “DGL”) to prepare a Pedestrian Hybrid Beacon Safety Study for Highland Elementary, Sylvan Elementary and McCord Road Junior High Schools in the amount of Twenty-Four Thousand Dollars (\$24,000.00); and,

WHEREAS, Sylvania Schools has requested that Southview High School be included as part of the safety study report; and,

WHEREAS, the Director of Public Service, by report dated October 16, 2023, has recommended approval of the additional services in the amount of \$9,200 to study Southview High School and include this location in the safety report, increasing the proposal from \$24,000 to \$33,200.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That said increase in the proposal in the amount of Nine Thousand Two Hundred Dollars (\$9,200.00), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said proposal amendment on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That to provide funds for said services hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7635-53543 –Traffic Signals** the total sum of Nine Thousand Two Hundred Dollars (\$9,200.00).

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the payment for the additional services provided at the earliest possible time so as to preserve the good credit of this City. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council

Director of Law

APPROVED:

Mayor

Date



8a.

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

October 16, 2023

To: The Mayor and Members of Sylvania City Council

Re: **Harroun Park River Trail Stream Restoration (Phase 2)
Contract Modification Approval**

Dear Mr. Mayor and Council Members:

At the August 15, 2022 meeting City Council authorized a \$702,000 design-build contract with Civil & Environmental Consultants, Inc. (CEC) to design and construct the Phase 2 improvements scheduled in Harroun Park for a portion of the Ottawa River (Ord. 74-2022). As a reminder, the City successfully secured a \$600,000 Great Lakes Restoration Initiative (GLRI) grant to help pay for the project. The remaining balance of \$102,000 was the local contribution.

The estimated construction cost within the design-build contract was \$498,860. As the design developed it became apparent there were additional streambank stabilization measures that needed to be addressed at the confluence of North Branch of Tenmile Creek with the Ottawa River. In particular, the modeling and field observations showed excessive scour and streambank erosion adjacent to the pedestrian bridge by SOMO which could be alleviated by installing additional in-stream structures. The additional cost of the in-stream structure work and streambank stabilization measures is \$182,669.18, which would increase the contract amount from \$702,000 to \$884,669.18. This would increase the local contribution from \$102,000 to \$284,669.18.

The Service Department has requested addition grant funding consideration from GLRI to help offset the additional expense, but would recommend the project advance into the construction phase including these needed improvements regardless of the outcome of the additional funding request. Therefore, we would recommend approval of the design-build contract modification in the amount of \$182,669.18 with CEC. Please call with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Kevin G. Aller".

Kevin G. Aller, P.E.
Director of Public Service

8b.

ORDINANCE NO. 87-2023

AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPROVE THE AMENDMENT TO THE CITY'S AGREEMENT WITH CIVIL & ENVIRONMENTAL CONSULTANTS, INC. FOR THE HARROUN PARK RIVER TRAIL STREAM RESTORATION PROJECT (PHASE 2) TO REFLECT THE ADDITIONAL STREAMBANK STABILIZATION REQUIRED; INCREASING THE PROPOSAL AMOUNT BY \$182,669.18; APPROPRIATING FUNDS THEREFORE; AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 74-2022, passed August 15, 2022, accepted the proposal of Civil & Environmental Consultants, Inc. (hereafter "CEC") for the design-build services for the Harroun Park River Trail Stream Restoration Project (Phase 2) in the amount of Seven Hundred Two Thousand Dollars (\$702,000.00); and,

WHEREAS, funding for the project included a Great Lakes Restoration Initiative grant in the amount of \$600,000, with the City contributing \$102,000; and,

WHEREAS, as the work was being performed, it became apparent that there were additional streambank stabilization measures that needed to be addressed at the confluence of the north branch of Ten Mile Creek and the Ottawa River; and,

WHEREAS, the Director of Public Service, by report dated October 16, 2023, has recommended approval of the installation of in-stream structure work and streambank stabilization in the amount of \$182,669.18, increasing the contract amount from \$702,000 to \$884,669.18; and,

WHEREAS, the Director of Public Service also reported that additional grant funding has been requested, however, a decision has not yet been made and has recommended that the additional streambank stabilization and in-stream structure work be installed regardless of the success of the additional grant funding requested.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sylvania, Lucas County, Ohio, _____ members elected thereto concurring:

SECTION 1. That said increase in the proposal in the amount of One Hundred Eighty-Two Thousand Six Hundred Sixty-Nine and 18/100 Dollars (\$182,669.18), authorized to be appropriated be, and the same hereby is, approved, and the Mayor and the Director of Finance be, and they hereby are, authorized to sign said proposal amendment on behalf of this City, thereby indicating such approval and changing the total contract amount.

SECTION 2. That to provide funds for said improvements hereby authorized, there is hereby appropriated from the **CAPITAL IMPROVEMENT FUND** from funds therein not heretofore appropriated to **Account No. 401-7310-53541 – Harroun Park Improvements** the total sum of One Hundred Eighty-Two Thousand Six Hundred Sixty-Nine and 18/100 Dollars (\$182,669.18)

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That the Clerk of Council is hereby directed to post a copy of this Ordinance in the Office of the Clerk of Council in the Municipal Building pursuant to ARTICLE III, Section 12, of the Charter of this City.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, property and welfare and for the further reason that the City should provide for the payment for the additional work provided at the earliest possible time so as to preserve the good credit of this City. Provided this Ordinance receives the affirmative vote of five (5) or more members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force thirty (30) days after it is approved by the Mayor or as otherwise provided by the Charter.

Vote on passage as an emergency: Yeas _____ Nays _____

Passed, _____, 2023, as an emergency measure.

President of Council

ATTEST:

APPROVED AS TO FORM:

Clerk of Council
APPROVED:

Director of Law

Mayor

Date



AUTHORIZATION FOR ADDITIONAL SERVICES

Client Name: City of Sylvania **Contact:** Joe Shaw
Address: 6730 Monroe Street **Client Phone:** 419-885-8967
Sylvania, OH 43560 **Client Fax:** _____
Client Email: jshaw@cityofsylvania.com
Date: 10/11/2023
Request No.: 1
CEC Project: 317-759
Project Name: Harroun Park Stream Restoration Phase 2
Location: Harroun Park, Sylvania, OH

The original project design included engineering and design for bank stabilization and in-stream structures along ~1,000 linear feet of Tenmile Creek/Ottawa River in Harroun Park. During the site assessment phase, surveyors observed severe erosion and undercutting that threaten bridge footer stability and stability of the gazebo structure. The proposed scope of services presented herein provides supplemental budget for construction for in-stream and streambank stabilization structures for the bridge and gazebo features, which was not originally scoped at the project proposal stage.

Proposed Scope of Services:

Task 0010 Construction Services: Please see the attached revised construction quantities, with contingency amount included.

Reason(s) for Additional Services and Impacts to Schedule:

Additional construction components for enhanced protection of bridge and gazebo infrastructure.

CEC Principal Signature:

Estimated Additional Fee: \$182,669.18

Please provide a signature below authorizing CEC to proceed with the additional services. Upon receipt, CEC will begin the additional services under the Terms and Conditions of our initial Agreement for the additional fee identified above.

Client Authorized Signature: _____ **Date:** _____

**PRICING ITEMIZATION TABLE
HARROUN PARK RIVER RESTORATION PHASE 2
CITY OF SYLVANIA, OH**

ITEM NAME OR DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	UNITS OF MEASURE	TOTAL LINE ITEM COST
FALL MOBILIZATION, GENERAL CONDITIONS, GPS	1	\$26,560.00	LS	\$29,216.00
CONSTRUCTION ACCESS	2	\$2,910.00	LS	\$6,402.00
STREAM CONSTRUCTION ENTRANCE	3	\$630.00	EACH	\$2,079.00
ROCK CONSTRUCTION ENTRANCE	64	\$30.00	SY	\$2,112.00
36" BOULDERS (CROSS VANE, J-HOOK, CASCADE)	754	\$207.00	TON	\$171,685.80
36" BOULDERS (STEPS)	27	\$290.00	TON	\$8,613.00
24" BOULDERS (ROCK BLUFF)	75	\$160.00	TON	\$13,200.00
ROCK CONSTRUCTED RIFFLE	1635	\$49.00	SY	\$88,126.50
ROCK RIFFLE SUBSTRATE RESTORATION	211	\$148.00	CY	\$34,350.80
TOE WOOD	227	\$137.00	LF	\$34,208.90
COIR FABRIC LIFT SOIL	32	\$1,935.00	CY	\$68,112.00
EXCAVATION	1191	\$12.00	CY	\$15,721.20
EMBANKMENT	819	\$15.00	CY	\$13,513.50
TOPSOIL	376	\$105.00	CY	\$43,428.00
SEEDING	753	\$15.00	SY	\$12,424.50
12" COMPOST FILTER SOCK	733	\$13.00	LF	\$10,481.90
PLANTINGS	1	\$13,220.00	LS	\$14,542.00
2ND MOBILIZATION FOR EARLY/SPRING '24	1	\$8,500.00	LS	\$9,350.00
CONSTRUCTION SUB-TOTAL				\$577,567.10
PERFORMANCE BOND		3% of Total		\$17,327.01
SUB-TOTAL				\$594,894.11
CONTINGENCY		15% Construction		\$86,635.07
TOTAL				\$681,529.18



9

DEPARTMENT OF PUBLIC SERVICE
KEVIN G. ALLER, PE DIRECTOR

October 16, 2023

To: The Mayor and Members of Sylvania City Council

Re: **LUC-CR 4-7.22 (PID 116993)**
ERIE STREET & MONROE STREET ROUNDABOUT AND RESURFACING PROJECT
CONSULTANT LETTER OF INTEREST (LOI) REQUEST

Dear Mr. Mayor and Council Members:

This project consists of implementing recommended traffic study improvements at the intersection of Erie Street and Monroe Street. A 2019 traffic study concluded that a modern roundabout could be implemented to improve level of service. A supplemental gap study was also conducted in 2020 at the intersection of Erie Street and Olde Post Road and confirmed there would be acceptable gaps for Sleepy Hollow traffic to enter Monroe Street. The gap study also recommended a westbound Monroe Street left turn lane to Olde Post Road be implemented. Erie Street will also be resurfaced from Centennial Road to Monroe Street. Construction is scheduled for 2027.

On June 21, 2021 City Council authorized the Service Department to apply for Surface Transportation Block Grant (STBG) funding (Res. 8-2021). The total cost of the project was estimated to be \$4,028,132 and we were awarded the full STBG amount requested (\$2,861,950). The Service Department plans to request additional funding assistance with a future Ohio Public Works Commission (OPWC) grant application.

The next step in this process is to request Letters of Interest (LOI) from engineering consultants to design the project. City staff members will review the LOI's and select the most qualified consultant to complete the design. Once the consultant is selected the City will enter into fee negotiations with the goal of having a consultant ready to initiate work by January 2024.

We would request authorization to begin the LOI solicitation. Please call with any questions.

Sincerely,

Kevin G. Aller, P.E.
Director of Public Service

A

Board of Architectural Review

Minutes of the regular meeting of October 11, 2023. Mr. Schaaf called the meeting to order.

Acting Secretary, Tim Burns, took the roll call. Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf (5) present.

Ms. Fischer moved, Mr. Marciniak seconded to approve the Minutes of the September 13, meeting as submitted. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 3 – Building Review – app. no. 27-2023 requested by Con Keefer of Keefer Building Company, LLC for Hunt Club Apartments, 5600 Alexis Road, Sylvania, Ohio 43560. Application is for an exterior renovation review to an existing property that was damaged by fire.

Mr. Keefer was present.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve the design shown in the drawings submitted with the application. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 4 – Regulated Sign – app. no. 28-2023 requested by Ryan Wishau of Toledo Sign for B&C Properties (Northwest Orthopedics), 5636 Alexis Road, Sylvania, Ohio 43560. Application is for a new monument sign to replace an existing pole sign.

Mr. Wishau was present.

Sign is within the limits of the Sylvania Sign Code.

Mr. Marciniak moved, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 5 – Regulated Sign – app. no. 29-2023 requested by Scott Smith of Scott Consulting, Inc. for Marcos Pizza, 6475 Monroe Street, Sylvania, Ohio 43560. Application is for a new wall sign.

Mr. Smith was present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Fischer moved, Ms. Lindhuber seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 6 – Regulated Sign – app. no. 30-2023 requested by Karrie Brock of Fast Signs for Outdoor Sylvania, 6930 Sylvania Avenue, Sylvania, Ohio 43560. Application is for one replacement low profile monument sign, and six new area identification signs.

Board of Architectural Review
Minutes of October 11, 2023
Page 2

Ms. Brock was present.

Signs are within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the signs shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 7 – Regulated Sign – app. no. 31-2023 requested by Karrie Brock of Fast Signs for Outdoor Sylvania, 7725 Sylvania Avenue, Sylvania, Ohio 43560. Application is for one replacement low profile monument sign.

Ms. Brock was present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Fischer moved, Mr. Marciniak seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Item 8 – Regulated Sign – app. no. 32-2023 requested by Karrie Brock of Fast Signs for Outdoor Sylvania, 5430 Rudyard Road, Sylvania, Ohio 43560. Application is for one replacement low profile monument sign.

Ms. Brock was present.

Sign is within the limits of the Sylvania Sign Code.

Ms. Lindhuber moved, Ms. Fischer seconded, to approve the sign shown in the drawing submitted with the application. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Ms. Lindhuber moved, Mr. Marciniak seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,

Timothy Burns, Acting Secretary
Municipal Planning Commission

B

Sylvania Municipal Planning Commission

Minutes of the regular meeting of October 11, 2023. Mr. Schaaf called the meeting to order.

Acting Secretary, Tim Burns, took the roll call. Members present: Mayor Craig Stough, Kate Fischer, Carol Lindhuber, Ken Marciniak and Jeff Schaaf (5) present.

Ms. Fischer moved, Ms. Lindhuber seconded to approve the Minutes of the September 13, meeting as submitted. Vote being: Stough, Lindhuber, Fischer, Marciniak and Schaaf (5) aye; (0) nay. Motion passed by a 5 to 0 vote.

Ms. Lindhuber moved, Ms. Fischer seconded to adjourn the meeting. All present voted aye. Meeting adjourned.

Submitted by,

Timothy Burns, Acting Secretary
Municipal Planning Commission