

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
 - [a.](#) June 12, 2023 Board of Aldermen Meeting Minutes
- 5. Citizen Comments**
- 6. Presentations**
 - a. Audit Report
- 7. Old Business**
 - [a.](#) Bill 4167 - Electrical Code Change
- 8. Legislation**
 - [a.](#) Bill 4172 - Parking Lot Spaces
 - [b.](#) Bill 4173 - Roadway Acceptance
 - [c.](#) Resolution - Municipal Parks Grant
- 9. Consent Items**
 - [a.](#) Administration - Ballwin Days Liquor License
 - [b.](#) Public Works - Surplus Vehicles
- 10. Mayor's Report**
- 11. City Administrator's Report**
- 12. City Attorney's Report**
- 13. Staff Reports**
 - [a.](#) Parks & Recreation - Golf Now Agreement
 - [b.](#) Police - FLOCK Agreement
- 14. Aldermanic Comments**
- 15. Closed Session**
- 16. Adjourn**

NOTE: Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

CLOSED SESSION: Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss legal matters, personnel/employee matters, and/or real estate, as provided under Sections 610.021(1) RSMo., 610.021(2) RSMo., 610.021(3) RSMo.

ADA NOTICE: Residents of Ballwin are afforded an equal opportunity to participate in the programs and services of the City of Ballwin regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If one requires an accommodation, please call (636) 227-8580 V or (636) 527-9200 TDD or 1-800-735-2466 (Relay Missouri) no later than 5:00 p.m. on the third business day preceding the hearing. Offices are open between 8:00 a.m. and 5:00 p.m. Monday through Friday.



**BOARD OF ALDERMEN
Meeting Minutes**

JUNE 12, 2023

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.

The meeting was called to order by Mayor Pogue at 7:00 p.m.

ROLL CALL

Present

Absent

- Mayor Tim Pogue
- Alderman Mike Utt
- Alderman Michael Finley
- Alderman Kevin M. Roach
- Alderman Mark Stallmann
- Alderman Frank Fleming
- Alderman Mark Weaver
- Alderman Ross Bullington
- Alderman David Siegel
- City Administrator Eric Sterman
- City Attorney Robert Jones

The Pledge of Allegiance was recited.

MINUTES

The minutes from the May 22, 2023 Board of Aldermen meeting were submitted for approval. Alderman Michael Finley made a motion to amend the minutes to add in “Alderman Finley cited the following former Alderpersons as examples of Ballwin’s history of diversity: Easter, McDowell, Byatt, Suozzi, Dogan, Robinson and Kerlagon”. That motion to amend was seconded by Alderman Kevin Roach and approved unanimously. A motion to approve as amended was made by Alderman Frank Fleming and seconded by Alderman Michael Finley.



**BOARD OF ALDERMEN
Meeting Minutes**

JUNE 12, 2023

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

CITIZEN COMMENTS

None.

LEGISLATION

Bill 4168- AN ORDINANCE ESTABLISHING THE BALLWIN PARKS AND RECREATION CITIZEN ADVISORY COMMITTEE.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Ross Bullington for a first reading of Bill 4168, title only. The motion passed unanimously and Bill 4168 was read for the first time.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Ross Bullington for a second reading of Bill 4168, title only. The motion passed unanimously and Bill 4168 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4168.
Bill No. 4168 was approved unanimously and became Ordinance No. 23-14.

Bill 4170 - AN ORDINANCE ACCEPTING STREETS AND PUBLIC SIDEWALKS IN CASCADES SUBDIVISION FOR PUBLIC MAINTENANCE AS PROVIDED FOR IN THE CODE OF ORDINANCES OF THE CITY OF BALLWIN.

A motion was made by Alderman Michael Finley and seconded by Alderman Mike Utt for a first reading of Bill 4170, title only. The motion passed unanimously and Bill 4170 was read for the first time.

Discussion:

Alderman David Siegel asked if the City had had a chance to review streets and grade them. Public Works Director Jim Link noted the City had already done that, and we're ready to accept the streets.

A motion was made by Alderman Michael Finley and seconded by Alderman Mike Utt for a second reading of Bill 4170, title only. The motion passed unanimously, and Bill 4170 was read for the second time.

A roll call vote was taken for passage and Bill 4170.

Bill No. 4170 was approved unanimously and became Ordinance No. 23-15.



**BOARD OF ALDERMEN
Meeting Minutes**

JUNE 12, 2023

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

Bill 4171- AN ORDINANCE AUTHORIZING THE MAYOR OR CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH ST. LOUIS COUNTY, MISSOURI REGARDING THE PLACEMENT OF AUTOMATIC LICENSE PLATE RECOGNITION CAMERAS WITHIN THE RIGHTS-OF-WAY MAINTAINED BY ST. LOUIS COUNTY WITHIN THE CITY OF BALLWIN, MISSOURI.

A motion was made by Alderman Kevin Roach and seconded by Alderman Frank Fleming for a first reading of Bill 4171, title only. The motion was approved unanimously and Bill 4171 was read for the first time.

Discussion:

A motion was made by Alderman Mark Stallmann and seconded by Alderman Mike Utt for a second reading of Bill 4171, title only. The motion was passed unanimously, and Bill 4171 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4171.
Bill No. 4171 was approved unanimously and became Ordinance No. 23-16.

RESOLUTION- A RESOLUTION OF THE BALLWIN BOARD OF ALDERMEN ENDORSING SAINT LOUIS COUNTY’S GRANT PROGRAM FOR THE CITY’S WASTE REDUCTION EFFORTS TO PROVIDE A FREE DOCUMENT SHREDDING EVENT TO LOCAL RESIDENTS.

Discussion:

Alderman Michael Finley asked about a date for this event, and City Administrator Eric Sterman noted the plan was to do something either at the Pointe or Target this summer.

A motion was made by Alderman Michael Finley and seconded by Alderman Mike Utt for adoption of the resolution. The motion was approved unanimously and the resolution was adopted.

CONSENT ITEMS

Administration - Liquor Licenses



**BOARD OF ALDERMEN
Meeting Minutes**

JUNE 12, 2023

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

Staff recommends Board approval for liquor licenses requested by Ballwin businesses and restaurants listed on the attachment.

Alderman Kevin Roach made a motion to accept staff’s recommendation, which was seconded by Ross Bullington. The recommendation was accepted unanimously.

Public Works - Salt Purchase 2023

Staff recommends awarding the contract for 25 tons of salt for late 2023 delivery and an additional 500 tons for early 2024 delivery to the City of Chesterfield Coop/Compass Minerals based on the unit prices in Table 1.

Alderman Kevin Roach made a motion to accept staff’s recommendation, which was seconded by Ross Bullington. The recommendation was accepted unanimously.

Public Works - 1 Ton Truck Beds

Staff recommends we purchase the Truck Body-Hydraulics-Plow-Spreader from Woody’s Municipal Supply for a total cost of \$89,510.00 for the two trucks we purchased earlier this year.

Alderman Kevin Roach made a motion to accept staff’s recommendation, which was seconded by Ross Bullington. The recommendation was accepted unanimously.

MAYOR’S REPORT

Mayor Tim Pogue noted that the City will begin accepting applications for the Parks & Recreation Citizen Advisory Committee. He also requested staff put something up online for applications.

Mayor Pogue also noted that the Aldermanic Committees had been assigned and are as follows:

Finance and Administration

- Finley
- Stallmann
- Fleming (Chairman)
- Bullington

Public Works

- Utt (Chairman)
- Roach
- Weaver
- Siegel



**BOARD OF ALDERMEN
Meeting Minutes**

JUNE 12, 2023

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Health and Safety

- Finley (Chairman)
- Roach
- Weaver
- Siegel

Parks and Recreation

- Utt
- Stallmann (Chairman)
- Fleming
- Bullington

Mayor Pogue also discussed issues he’s hearing from constituents about i3 construction regarding equipment being pulled into yards and blocking traffic and driveways. Mayor Pogue directed staff to speak with i3 contractors and get the issues resolved.

CITY ADMINISTRATOR’S REPORT

City Administrator Eric Serman updated the Board regarding the repaving of New Ballwin Road due to contractor error. He also noted the contractors will be allowed to do asphalt paving at night, and they will give proper notification to neighbors and residents nearby.

City Administrator Serman also noted Holloway Park bathroom is not up and running yet, but the playground will be open within the next few weeks.

He also requested a Board Work Session/Strategic Planning Session be held on July 10th at 6 p.m. before the Board Meeting.

City Administrator Serman also discussed a conflict between parking space sizes in City Ordinances. City Planner Lynn Sprick noted there would be a risk of creating non-conformity, but existing businesses would be grandfathered in if their parking spaces were different sizes than the updated code.

Alderman Mike Utt made a motion, with Alderman Michael Finley seconding that motion to draft legislation to update City Ordinances regarding parking space sizes. That motion was approved unanimously.

Alderman Kevin Roach noted some lighting at businesses that was not included in City code, and requested that be discussed at the Board Strategic Planning Session.

CITY ATTORNEY’S REPORT



**BOARD OF ALDERMEN
Meeting Minutes**

JUNE 12, 2023

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

City Attorney Bob Jones noted there is an inconsistency in City Code with regards to acceptance of roads that were previously private. Alderman Mark Stallmann made a motion, and Alderman Ross Bullington seconded that motion directing staff to draft legislation clarifying that code. That motion was approved unanimously.

STAFF REPORTS

Public Works - 2 Ton Truck Beds

Staff recommends we purchase the 2-ton Bed for \$23,635.95 from Woody’s Municipal Supply and Truck Body-Hydraulics-Plow-Spreader for \$44,755.00 from Woody’s Municipal Supply

Discussion:

Public Works Director Jim Link noted that the department will move parts around from different trucks to make sure there are enough working trucks for their needs. He noted the truck bed would replace a deteriorating truck bed on an existing truck within their fleet. The rest of the purchases would also be spread out to existing trucks in the fleet.

Alderman David Siegel made a motion to accept staff’s recommendation, which was seconded by Alderman Ross Bullington. That motion was approved unanimously and staff’s recommendation was accepted.

ALDERMANIC COMMENTS

None.

ADJOURN

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley to move to adjourn. The motion was passed unanimously and the meeting adjourned at 7:31 p.m.

_____ TIM POGUE, MAYOR

ATTEST:

_____ MEGAN FREEMAN, CITY CLERK



INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

AN ORDINANCE ADOPTING LICENSING PROVISIONS OF THE ST. LOUIS COUNTY ELECTRICAL CODE, AMENDING SECTION 7-42 AND REPEALING ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. **ADOPTION OF LICENSING PROVISIONS.**

Section 7-42 of the Code of Ordinances of the City of Ballwin is amended to add a new subsection 3 thereto as follows:

Sec. 7-42. - County codes adopted.

3. Section 1102.080-80-24 “Licenses Issued by St. Louis County” of the Electrical Code of St. Louis County all through the date of the last amendatory ordinance, are hereby adopted as the Electrical Licensing Code of the City of Ballwin, Missouri as if fully set out herein. Three copies of the same are on file in the Office of the City Clerk of the City of Ballwin for examination and review.

Section 2. **INCONSISTENT ORDINANCES REPEALED.**

All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. **SAVING CLAUSE.**

That nothing in this ordinance or in the licensing provisions hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. **VIOLATIONS.**

The violation of any provision of this Code shall be punished by a fine of not exceeding \$1,000.00 and costs, or by imprisonment not exceeding 90 days, or by both such fine and



Section 7, Item a.

Bill No. 4167

Ordinance No. _____

imprisonment. Each day that any violation of any provision of this Code shall continue shall constitute a separate offense.

Section 5. **DATE OF EFFECT.**

This ordinance shall take effect and be in force from and after its passage and approval as required by law.

PASSED this ____ day of _____, 2023.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2023.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, WEAVER, SIEGEL, BULLINGTON

AN ORDINANCE AMENDING THE UNIFORM DIMENSIONS OF PARKING SPACES IN THE CITY OF BALLWIN.

WHEREAS, City staff has determined that the Code of Ordinances is inconsistent with regard to the required dimensions for parking spaces in the City of Ballwin; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

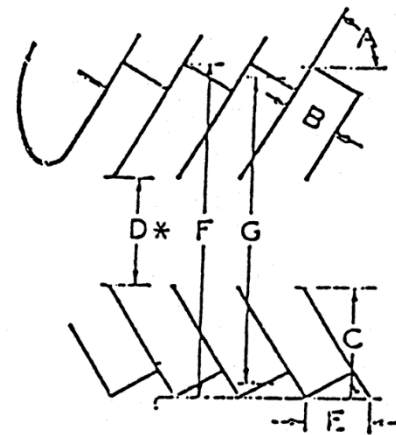
Section 1: The definition of "Parking Space" in Section 1.2 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Parking space. As applied to zoning, the words "parking space" mean a surfaced area, unenclosed or enclosed in the main building or in an accessory building, being a rectangle of variable dimensions, exclusive of driveways, permanently reserved for the temporary storage of one automobile and connected with a street or alley by a driveway. The layout, arrangement, and dimensions of drives and parking spaces shall be as follows:

PARKING DIMENSIONS

A	B	C	D	E	F	G
45°	9'	13.44'	14'	12.73'	40.88'	34.52'
60°	9'	16.45'	18'	10.39'	50.9'	46.4'
90°	10'	20'	24'	10'	64'	---

- A Parking angle
- B Stall width
- C 19-foot min. stall to curb
- D Aisle width*
- E Curb length per car
- F Center to center width of double row with aisle between
- F Curb to curb
- G Stall center





Section 8, Item a.

Bill No. 4172

Ordinance No. _____

PARALLEL PARKING

On-site parallel parking stalls shall be 9.0 feet × 22.0* feet adjacent to a 22-foot two-way lane or 15-foot one-way lane. Curbed islands are required at ends of aisles where necessary for traffic-control and/or drainage.

*Additional width may be required where the aisle serves as the principal means of access to onsite buildings or structures.

Section 2: This ordinance shall be in full force and effect from after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

PASSED this ____ day of _____, 2023.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2023.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



Bill No. 4173

Ordinance No. _____

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, WEAVER, SIEGEL, BULLINGTON

AN ORDINANCE AMENDING CHAPTER 24, THE STREETS AND SIDEWALKS CODE, TO CLARIFY THE PROCEDURES FOR ROADWAY ACCEPTANCE.

WHEREAS, the City adopted Ordinance 11-49 which was intended to revise and amend Section 24-7 of the Code of Ordinances of the City of Ballwin, but instead was codified as a separate Section 24-10; and

WHEREAS, to clarify the duplication in codification, the Board of Aldermen has determined that Section 24-7 should be repealed.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: Section 24-7 of the Code of Ordinances of the City of Ballwin shall be repealed.

Section 2: This ordinance shall be in full force and effect from after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

PASSED this ____ day of _____, 2023.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2023.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR

Resolution

City of Ballwin, Missouri

INTRODUCED BY

ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, WEAVER, SIEGEL, BULLINGTON

A RESOLUTION OF THE BALLWIN BOARD OF ALDERMEN AUTHORIZING THE CITY OF BALLWIN TO SEEK A MUNICIPAL PARKS GRANT FOR VLASIS PARK

WHEREAS, the City of Ballwin deems it necessary to further improve a public park, more specifically known as Vlasis Park, to serve its citizens and to address the priorities reflected in 2019 Parks Master Plan and 2022 Vlasis Park Master Plan.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, MISSOURI AS FOLLOWS:

- 1. An application is hereby submitted under the Municipal Parks Grant program in the county of St. Louis for a grant-in-aid to cover some of the costs for the project reimbursable by the Commission upon successful completion by the City.
- 2. The project proposal is hereby submitted to the Municipal Parks Grant Commission.
- 3. The Governing body hereby authorizes City Administrator Eric Sterman to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Parks Commission.
- 4. If a grant is awarded, the City of Ballwin will enter into an agreement with the Commission regarding this grant.

PASSED this ____ day of _____, 2023.

TIM POGUE, MAYOR

ATTEST: _____
CITY CLERK





Consent Item

RE: Ballwin Days Liquor License

Department/Program: Administration

Explanation: The Rotary Club of West St. Louis County has applied for a liquor license to sell alcohol at Ballwin Days. The permit shall be effective from August 17 - August 20, 2023.

Recommendation: Staff recommends Board Approval for the Rotary Club Ballwin Days Liquor License.

Submitted By: Denise Keller

Date: July 10, 2023



Consent Item

RE: Surplus Vehicles

Department/Program: Public Works/Support and Parks, Police, Public Works.

Explanation: In the 2023 Budget the board approved the purchases of new vehicles and equipment. Below is a list of vehicles that have been replaced by those purchases. These items are usually disposed of by an auction. Manheim Auction has been used in the past.

These are staff vehicles that have been switched out from the recent police changeovers.

Vehicles & Equipment							
Unit #	Year	Make	Model	V.I.N.	Engine Info.	Asset #	
317	2017	Ford	Explorer	1FM5K8AROHGC35346	3.7 liter v6- 119,220 miles	543	
304	2016	Ford	Taurus	1FAHP2MK1GG137154	3.7 liter v6- 83,059 miles	529	
308	2016	Chevrolet	Impala	2G1WA5E3XG1124596	3.6 liter v6- 110,157 miles	507	

Recommendation: Staff recommends auctioning or selling the city vehicles listed above at Manheim Auction in Bridgeton Missouri.

Submitted By: Jim Link

Date: July 10, 2023



Staff Report

RE: Ballwin Golf Course Online Tee Time Booking
Department/Program: Parks and Recreation

Explanation: The Ballwin Golf Course currently accepts online tee time reservations at no charge. This process has been in place for the past several years. Allowing golfers to book online has given staff and golfers a convenient way to book a round. The biggest issue we have experienced are no shows and short shows. No shows book online and do not show up. Short shows for example book a foursome and show up with a twosome. Short shows do this to ensure that they do not have to play with others. Using data from the past three years the total number of no shows and short shows exceeds 38,000 rounds, nearly 9,500 tee times. This is nearly 13,000 rounds per year. At an average cost of \$23 per round that is potential lost revenue of up to \$291,341. In addition to the lost revenue, no show bookings take up tee times that could be used by other patrons.

Staff has tried using our current recreational software (RecTrac) to address this issue but it is not within the software’s capabilities. Additionally, we have spoken with other municipal golf course operators and interviewed representatives from Golf Now and Club Caddie, a subscription based golf course management software. Most municipal courses in the St. Louis Region partner with Golf Now who offers a capable and user friendly solution.

Golf Now’s proposal is for an exchange of one tee time per day (4 rounds) and they provide the city with a solution to mitigate no shows and short shows. Golfers will visit the website, select a tee time and enter in their credit card information for the rounds they wish to play. If the golfers show they will be charged their respective resident or non-resident fee in the golf shop. If they no show or short show they will be charged once their tee time has passed. The only exception is if the course has to close due to inclement weather.

Golf Now will give staff the opportunity to charge those who no show or short show and should encourage those to think twice before not showing. Obviously this will have a positive impact on revenue but most importantly this will allow those who wish to play more opportunities to play. Staff receives numerous phone calls for individuals looking to play Ballwin to find out the course is completely booked while staff understands that on average 30% of the rounds will not actually be played.

We anticipate this to cost the city approximately \$25,000, a fraction of what is being left on the table currently. In addition, golfers will pay a 2.9% online booking fee that is collected by Golf Now and paid to the credit card merchants.

Recommendation:
Enter into an agreement with NBC Golf Now to provide an online booking solution to encourage those who book online to show up and allow those who want to play Ballwin are given more opportunities.

Submitted By: Chris Conway, CPRP, Director of Parks and Recreation

Date: July 10, 2023



This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and City of Ballwin ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision of software, marketing, and/or technology services for Client's golf courses listed below.

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	Client (Legal Entity Name):	City of Ballwin
	Client's Mailing Address:	333 Holloway Rd Ballwin, MO 63011 USA
	Client's Golf Course List:	Ballwin Golf Club

Prepared By:	Daniel Regan	Client's Contact Name:	Chris Conway
Phone:	(314) 750-8899	Client's Contact Phone:	(636) 227-8950
Email:	daniel.regan@nbcuni.com	Client's Email:	cconway@ballwin.mo.us

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire One (1) Year thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

Golf Course	Product	Program
Ballwin Golf Club	Platform	GolfNow
Ballwin Golf Club	Other	Booking Engine

TOTAL PAYMENT(S)

Trade Payment Terms

Payment Number: PD2-57603 Ballwin Golf Club Trade Provided: All Days Trade Load Time: 10:30 AM 9 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 7
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GOLFNOW BOOKING ENGINE	ACKNOWLEDGED
Client shall be required to use a booking engine powered by GolfNow.	Yes
ONLINE MARKETING	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to purchase keywords in search engine marketing that include Client's name, or any other trade name, trademark or other intellectual property belonging to Client?	Yes
MILITARY TEE TIMES	ACKNOWLEDGED
Does Client agree to grant GolfNow permission to add Client inventory to MilitaryTeeTimes.com at a fifteen percent (15%) discount relative to all inventory released and posted on golfnow.com?	No

AGREED TO AND ACCEPTED

This Order Form is subject to all the Standard Terms and Conditions and applicable Additional Terms located on the website: <https://golf.nbcsportsnext.com/about/terms-and-conditions/> (the "Terms and Conditions"), subject to change by GolfNow from time to time, and any attached addenda (collectively, the "Agreement"). The Agreement shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.

_____ Initial Here to confirm you have read the Terms and Conditions

Client Signature: _____ *Printed Name:* Chris Conway *Date:* _____

GolfNow Signature: _____ *Printed Name:* _____ *Date:* _____

If you are a Tax Exempt organization, please check box and click button below to upload a current copy of your tax exemption certification.

Tax Exempt



This Order Form, subject the terms and conditions of the Agreement (as defined below), is entered into between GolfNow, LLC ("GolfNow") and City of Ballwin ("Client") (individually, a "Party" and collectively, the "Parties"), effective as of the Effective Date set forth below, and shall govern GolfNow's provision payment processing services for Client's golf courses listed below.

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	Client (Legal Entity Name):	City of Ballwin
	Client's Mailing Address:	333 Holloway Rd., Ballwin, MO 63011
	Client's Golf Course List:	Ballwin Golf Club

Prepared By:	Daniel Regan	Client's Contact Name:	Chris Conway
Phone:	(314) 750-8899	Client's Contact Phone:	(636) 227-1750
Email:	daniel.regan@nbcuni.com	Client's Email:	cconway@ballwin.mo.us

TERM: The Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall continue on a month-to-month basis thereafter. Either Party may terminate this Agreement at any time upon providing thirty (30) days written notice to the other Party, or as set forth otherwise herein.

PRODUCT(S) & SERVICE(S)

Golf Course	Product	Program
Ballwin Golf Club	Payments	No Show

Merchant Processing Fees

Golf Course	Card Not Present Rate	ACH Rate	Chargeback Fee
Ballwin Golf Club	2.90 % + 0.30 per transaction	\$1.00 per transaction	\$10.00 per representation

AGREED TO AND ACCEPTED

This Order Form is subject to the terms and conditions located on the website <https://golf.nbcsportsnext.com/about/terms-and-conditions/> applicable to the product and services listed above. (the "Terms and Conditions") and any attached addenda (collectively, the "Agreement"). The Agreement shall constitute a legally binding agreement between Client and GolfNow, and Client accepts and agrees to the terms of the Agreement by signing below.

_____ Initial Here to confirm you have read the Terms and Conditions:

Client Signature: _____ Printed Name: Chris Conway Date: _____

GolfNow Signature: _____ Printed Name: _____ Date: _____



Staff Report

Subject: FLOCK Camera Contract

Department/Program: Police Department

Explanation:

Currently the City of Ballwin has two FLOCK cameras in operation. We are also in the process of adding four additional cameras.

The current rate for these cameras, which we do not own, is \$2,500.00 per camera, per year. At the end of 2023 that rate will be increasing to \$3,000.00 per year.

FLOCK Safety is offering a five-year contract which would keep the rate at \$2,500.00 per camera, per year, or \$15,000.000 annually rather than the increased rate of \$18,000.00 annually.

Recommendation: The recommendation is to enter into this five-year contract with FLOCK Safety.

Submitted By: Chief Douglas W. Schaeffler

Date: July 10, 2023

Flock Safety + Ballwin MO

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

MAIN CONTACT:
Melissa Lee
melissa.lee@flocksafety.com
3144483862



EXHIBIT A
ORDER FORM

Customer: Ballwin MO
Legal Entity Name: Ballwin MO
Accounts Payable Email: dschaeffler@ballwin.mo.us
Address: 300 Park Dr Ballwin, Missouri 63011

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
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			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$15,000.00
Annual Recurring Subtotal:	\$15,000.00
Discounts:	\$15,000.00
Estimated Tax:	\$0.00
Contract Total:	\$75,000.00

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

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Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$15,000.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$75,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$15,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

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

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

FlockOS Features & Description

Package: Essentials

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

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

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Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: Ballwin MO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

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 16 day of June 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

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 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

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

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 10.6.

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

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

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

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

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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 10.6.

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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 purchase order is subject to these terms. 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 proposed Agreement 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 Agency 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 statute of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Public Disrepute.** In the event Customer or its employees become the subject of an indictment, arrest, public disrepute, contempt, scandal or behaves in a manner that, in the reasonable judgment of Flock, reflects unfavorably upon Flock, and/or their officers or principals, licensees, such act(s) or omission(s) shall constitute a material breach of this Agreement and Flock shall, in addition to any other rights and remedies available to it hereunder, whether at law or in equity, have the right to elect to terminate this Agreement.

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, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

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

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.

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).