

**Village of Lockland, Ohio
Council Meeting Agenda
May 13, 2024**

Invocation followed by the pledge of allegiance by all present.

Moment of Silence

Ralph Hall
Sherry Xander
Scott Inskeep

Roll Call:

Mr. Bryant
Mr. Glover
Mr. Karr
Mr. Pittman
Mr. Schilling
Ms. Xander

Presentation of a Declaration honoring Shirley Mesley

Motion to dispense with the reading of the minutes from April 8, 2024, session of council.

Motion to approve the minutes with any corrections from April 8, 2024, session of council.

Motion to dispense with the reading of the minutes from May 7, 2024, special session of council.

Motion to approve the minutes with any corrections from May 7, 2024, special session of council.

Motion to approve the financial reports ending April 30, 2024.

Motion to approve the Then and Now Purchase Orders of April 2024

Motion to appoint Matthew Voke as a fulltime Firefighter Paramedic – Fire Inspector – Code Enforcement Officer in the Lockland Fire Department.

Motion to appoint Jackson Pegram and Sadie Shepherd as part-time Firefighter/EMTs in the Lockland Fire Department.

Motion to promote Firefighter Paramedics Matthew Voke, Joshua Fraser, and Brandon Murphy to the rank of Lieutenant in the Lockland Fire Department.

Reports of Village Officials

Police Chief	Mike Ott
Fire Chief	Doug Wehmeyer
Interim Village Administrator	Doug Wehmeyer
Village Solicitor	Kathy Ryan
Mayor	Mark Mason Sr.

Public Participation – please stand at the podium and state your name and address. To allow everyone an opportunity to speak, there will be a 3-minute limit for each person wishing to address council.

Reading of the Ordinances and Resolutions

- 01 An Ordinance amending sections of Chapter 1490, Housing Code, of the Lockland Code of Ordinances and Declaring an Emergency
- 02 An Ordinance authorizing the Village Administrator to enter into a memorandum of understanding regarding a Countywide Public Mass Notification System and Declaring an Emergency
- 03 An Ordinance adjusting salaries for employees in the Fire Department and Declaring an Emergency
- 04 An Ordinance fixing the hourly rate of pay for Mayor’s Court Clerk and amending Section 298.05 to clarify benefits for the position, and Declaring an Emergency
- 05 An Ordinance authorizing the Village Administrator to enter into a contract for Temporary Operator/Consulting Services related to water facility staffing requirements, and Declaring an Emergency.
- 06 An Ordinance authorizing the Village Administrator to enter into a contract for rides and entertainment services at the Lockland 175th Celebration, and Declaring an Emergency

- 07 An Ordinance amending Section 648.10 of the Lockland Code of Ordinances regarding excessive noise and Declaring an Emergency
- 08 An Ordinance appointing Joseph Ford as Public Works Director and Joseph Cox as Interim Public Works Director and Declaring an Emergency

Correspondence

Old Business

New Business

Public Participation- please stand at the podium and state your name and address. To allow everyone an opportunity to speak, there will be a 3-minute limit for each person wishing to address the council.

Executive Session

Motion to move to executive session pursuant to Section 121.22(G)(1) of the Ohio Revised Code to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual.

Motion to adjourn.



PREVIOUS MINUTES

**Village of Lockland, Ohio
Council Meeting Minutes
April 8, 2024**

Moment of Silence: Charlie Skilman, Joe Korner, Steve Layer & Sue Foley.

Invocation followed by the pledge of allegiance by all present.

Roll Call:

Mr. Bryant
Mr. Glover
Mr. Karr
Mr. Pittman
Mr. Schilling
Ms. Xander

All present

Motion by Mr. Pittman to dispense with the reading of the minutes from the March 11, 2024, session of council, seconded by Mr. Karr, motion carried 6-0.

Motion by Mr. Bryant to approve the minutes with any corrections from the March 11, 2024, session of council, seconded by Mr. Pittman, motion varied 6-0.

Motion by Ms. Xander to approve the financial reports ending March 31, 2024, seconded by Mr. Karr, motion carried 6-0.

Motion by Mr. Schilling to approve the Then and Now Purchase Orders for March 2024, seconded by Ms. Xander, motion carried 5-0.

Fire Department Presentation – Earnie McCowen

Mill Creek Triangle Trail Presentation – Brad Powers & Wade Johnston (38-mile trail through Mill Creek).

Reports of Village Officials

Police Chief Mike Ott - 50 incident reports taken in the month of March. 233 traffic stops were conducted in March. 3607 patrol miles logged. **Training update:** Officer Thomas is in his final phase of training. He should be released from the FTO program by the end of the month. Officer Doughman will be shadowing in the school for a week in April.

Pole Update Maple St./Wayne Ave.: The pole has been removed and the complainant was notified that the work has been completed.

Community Outreach: Officer Dobbins participated in the Lockland Local School Spring Wellness event on March 21st. During the event, she gave away approximately 15 bike helmets. Both bikes were raffled off. One was won by a fifth grader and the other by a second grader. Thank you to both Officer Dobbins and Sugar Shack by the Tracks for donating the 2 bicycles.

Incidents: On 3/1/24, officers responded to 213 S Wayne Ave. for an auto accident. A male, 34, was located walking away from the accident. He was detained, identified as the at fault driver and subsequently arrested for OVI. On 3/3/24, officers responded to 332 Arlington Ave. for a felonious assault report. A male, 39, had gotten into a verbal argument with a family member and subsequently fired a round from the firearm into the floor. He then pointed it at the victim, pulled the trigger, but it did not go off. After fleeing the area, he was located by a neighboring jurisdiction and taken into custody. On 3/7/24 Officers on patrol located a suspicious subject behind the Gardner Park building. A male, 41, was subsequently arrested for possessing Percocet without a prescription and transported to the Justice Center. On 3/20/24 Officers responded to Lockland High School for a student that had fled from school administrators after being approached about having a weapon at school. The male, 15, was located near 101 N Cooper Ave. and A lifelike Airsoft gun recovered from the alley he had just run down. The student was arrested for possessing an item distinguishable of a firearm in a school safety zone and inducing panic. On 3/26/24 Officers responded to 117 Anna St. for a physical domestic. A female 54 was arrested for physically assaulting her partner after they had an argument over a key to the post office box that they obtained together. On 3/31/24 Officers responded to 311 Central for a domestic. A female, 27, was reported to have bitten her children's father after they had been in a verbal argument. She was subsequently arrested and transported to the Justice Center.

K9 Activities: 6 Total Deployments – 1-Assist Reading in the apprehension of a wanted felon. Officers took the subject into custody without issue. 1-Article search in Lockland for a firearm that a juvenile may have tossed after fleeing from police. 1-Assist Sharonville with a free air sniff of vehicle. No indications shown. 1- Assist Drug Task Force with a free air sniff of a vehicle. No indications shown. 1-Assist Blue Ash with a possible Burglary. The complainant advised she heard voices in her house and people walking around upstairs. DASH cleared the house, and nobody was found. 1-Deployed Dash on Wyoming between N. Wayne and Em Street on a directed patrol to act as a visual deterrent. It was reported that bystanders in the area noticed Dash and immediately left the area. The area was still clear of loiterers later in the evening. 13.8 hours of training.

Fire Chief Doug Wehmeyer – 117 responses for the month. Fire: 21 where mutual aid was given, 11 were received. EMS:15 mutual aid was given and 6 were received. Chief explained how mutual aid is labeled.

Response time remains about the same. In less than 3 ½ minutes, vehicles are on the scene. Runs have increase 12% over the last year and 15% increase since 2022.

There were 2 critical responses for the month, both structure fires. One at 400 Hillside Ave. and the other at 300 Hillside Ave., which was already discussed. Both fires are tied back to the

residents (Immigrants) who have recently moved into Lockland and their cooking practices. There is a housing inspection set for 300 Hillside for the first part of May.

Code enforcement activities for the month is 42 and 151 for the year. The chief has been working with the county health department and building department and other services regarding apartments being over occupied which has been an issue at 1 & 2 Mulberry Court and now 300 – 400 Hillside Avenue. There will be an inspection with the county on April 18th. At that point housing orders will be written to bring the housing numbers into compliance with the housing codes.

Training hours for the month were 553 hours and 1410 hours for the year which are impressive numbers. Several chiefs and officers were involved in a training on March 22, 23 & 24th in the county at a fire training facility, most of the officers have moved through this training throughout the region. 54 officers received advanced training. In the month of March there were 17 shifts that were not covered by a paramedic which is a significant increase from the month of February where all shifts were covered. As with the police department, the fire department participated in the Lockland Safety Event at the school. This event was very well attended, there was also a CPR demonstration that was provided, and CPR was taught to whomever was interested. The fire department will continue to do the Friday recess with the elementary school which will continue through the rest of the school year.

There are just under 1000 followers on the Fire Department's Facebook page. The page has been recreated.

Public Works Director Tyler Perkins – The Pickle Ball court, the plan is to have the court lined by the end of this week, weather permitting. Sod will be put down around the concrete pad and the netting will be put in.

All the flower beds around the village will be mulched by the end of next week, weather permitted. There are several employees on vacation at this time.

A lot of time was spent on storm water infrastructure due to the amount of rain over the past month.

JMA will be paving Shepherd Ave on April 15th.from Wyoming Ave to Smalley. They will be paving one lane at a time and there will be traffic control. This project will take multiple days to complete.

Tree Complaint at 108 Home Ave. It has been determined that the trees are extremely healthy. They do need the dead wood trimmed out of them. The liquid feeding that the trees are being provided will allow the trees to have at least another 20 years of life. There is a lot of dead wood on the trees.

A service line was repaired in the 100 block of Mill Street, a service line was replaced in the 100 block of Pershing Ave. by Adleta Construction. A 4-inch valve replacement was done on Wayne Ave.

A water plant deep clean will be done on April 20th. The plant will be shut down during this cleaning.

Currently hiring 2 maintenance worker positions. The openings are listed on Indeed.

Village Administrator Krista Blum - Explanation of the Ordinances

Village Solicitor: Kathy Ryan – No Report

Mayor Mark Mason – Thanked all the departments who took part in the Lockland Safety Fair which is always a well-attended.

Public Participation – please stand at the podium and state your name and address. To allow everyone an opportunity to speak, there will be a 3-minute limit for each person wishing to address council.

Matt Meyers – 109 Home Avenue

Returning to ask questions regarding the trees in front of his home. The mayor will get with the public works director and the Lester Group and will get back with the resident regarding the trees on his property.

Margaret Weinholtz : 315 Home Avenue - Clean Up Day will be held on April 13th from 9:30 – 11:30 We Thrive and Regina Richmond, will meet at Pepper Construction to start the clean-up. T-shirts will be provided to those who will adopt a street and clean up for a year. They are also collecting scraps to turn into Hirschberg to collect money for a new Panther Costume for the school.

John Dassin _ Sugar Shack by the track: Mr. Dassin wants to discuss the Taco Truck on his property and what can be done regarding the truck parking on his lot.

Reading of the Ordinances and Resolutions

Ordinance # 2024-20

An ordinance to make additional appropriations and transfers for current expenses and other expenditures of the Village of Lockland, State of Ohio, during January 1, 2024, through December 31, 2024.

Motion to suspend by Mr. Schilling, seconded by Mr. Pittman, motion carried 6-0.

Motion to adopt by Mr. Karr, seconded by Mr. Bryant, motion carried 6-0.

Ordinance # 2024-21

An ordinance removing a tax lien from Parcel ID 641-0005-0040, 454 Hillside Avenue and declaring an emergency.

Motion to suspend by Mr. Karr, seconded by Ms. Xander, motion carried 6-0.

Motion to adopt by Mr. Schilling, seconded by Mr. Glover, motion carried 6-0.

Motion to enact the emergency clause by Mr. Pittman, seconded by Mr. Glover, motion carried 6-0.

Ordinance #2024-22

An ordinance adding Chapter 1066 of the Village Code of Ordinances related to nondiscrimination grievance procedures and amending Chapter 262 regarding employee policies and grievance procedures and declaring an emergency.

Motion to suspend the rules by Mr. Bryant, seconded by Mr. Glover, motion carried 6-0.

Motion to adopt by Mr. Schilling, seconded by Mr. Karr, motion carried 6-0.

Motion to enact the emergency clause by Ms. Xander, seconded by Mr. Karr, motion carried 6-0.

Ordinance #2024-23

An ordinance authorizing the Village Administrator to enter into a contract for vehicle purchase for the Fire Department Emergency Medical Services and declaring an emergency.

Motion to suspend by Mr. Karr, seconded by Mr. Bryant, motion carried 6-0.

Motion to adopt by Mr. Schilling, seconded by Mr. Pittman, motion carried 6-0.

Motion to enact the emergency clause by Mr. Bryant, seconded by Ms. Xander, motion carried 6-0.

Ordinance # 2024-24

An ordinance authorizing and directing the Village Administrator to transfer 591 North Wayne Avenue, Parcel Identification No. 641-0001-0006-00 to the Community Improvement Corporation of Lockland and declaring an emergency.

Motion to suspend by Mr. Schilling, seconded by Mr. Karr, motion carried 6-0.

Motion to adopt by Ms. Xander, seconded by Mr. Karr, motion carried 6-0.

Motion enacted the emergency clause by Mr. Schilling, seconded by Mr. Glover, motion carried 6-0.

Ordinance # 2024-25

An ordinance adopting Chapter 683, Unlawful Campong, and declaring an emergency.

Motion to suspend by Mr. Pittman, seconded by Mr. Bryant, motion carried 6-0.

Motion to adopt by My. Schilling, seconded by Mr. Glover, motion carried 6-0.

Motion to enact the emergency clause by Mr. Karr, seconded by Mr. Bryant, motion carried 6-0.

Ordinance #2024-26

An ordinance appointing the Finance Director Carrie Surber and Clerk/Treasurer Kathy Pittman to the Hamilton County Tax Incentive Review Council and declaring an emergency.

Motion to suspend by Mr. Bryant, seconded by Mr. Pittman, motion carried 6-0.

Motion to adopt by Mr. Karr, seconded by Mr. Schilling, motion carried 6-0.

Motion to enact the emergency clause by Mr. Schilling, seconded by Ms. Xander, motion carried 6-0.

Resolution # R-24-2

A resolution approving the mayor's assignment of Doug Wehmeyer as the Acting Village Administrator, effective April 17, 2024, until such time a permanent Village Administrator is appointed by ordinance.

Motion to suspend by Mr. Glover, seconded by Mr. Karr, motion carried 5-0.

Motin to adopt by Mr. Pittman, seconded by Mr. Glover, motion carried 5-0.

Motion to enact the emergency clause by Mr. Karr, seconded by Mr. Schilling, motion carried 6-0.

Motion to ament the increase by Mr. Bryant, seconded by Ms. Xander, carried 6-0.

Motion to approve the amendment by Mr. Schilling, seconded by Mr. Pittman, motion carried 6-0.

Correspondence - No

Old Business - No

New Business - No

Public Participation- please stand at the podium and state your name and address. To allow everyone an opportunity to speak, there will be a 3-minute limit for each person wishing to address the council.

Executive Session:

Motion to move to executive session pursuant to Section 121.22(G) (2) of the Ohio Revised Code.

(G) Except as provided in divisions (G)(8) and (J) of this section, the members of a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

1 To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual, unless the public employee, official, licensee, or regulated individual requests a public hearing. Except as otherwise provided by law, no public body shall hold an executive session for the discipline of an elected official for conduct related to the performance of the elected official's official duties or for the elected official's removal from office. If a public body holds an executive session pursuant to division (G)(1) of this section, the motion and vote to hold that executive session shall state which one or more of the approval purposes listed in division(G)(1) of this section are the purposes for which the executive session is to be held, but need not include the name of any person to be considered at the meeting.

Motion read by Ms. Xander.

Motion by Mr. Schilling, seconded by Mr. Mr. Karr.

Time In: 7:57pm

Time Out: 8:50pm

Motion to adjourn.

Motion by Mr. Schilling, seconded by Mr. Pittman

Village of Lockland, Ohio
Special Council Meeting Minutes
May 7, 2024

Invocation by Mayor Mason followed by the pledge of allegiance by all present.

Roll Call:

Mr. Bryant
Mr. Glover
Mr. Karr
Mr. Pittman
Mr. Schilling
Ms. Xander

Reading of the Ordinances and Resolutions

Ordinance #2024-27

An ordinance to make additional appropriations and transfers for current expenses and other expenditures of the Village of Lockland, State of Ohio, during January 1, 2024, through December 31, 2024.

Motion to suspend by Mr. Bryant, seconded by Mr. Karr, motion carried 5-0.

Motion to adopt by Mr. Schilling, seconded by Mr. Bryant, motion carried 5-0.

Ordinance #2024-28

An ordinance authorizing and directing payments associated with the purchase of the property at 113. N. Cooper Avenue by the Community Improvement Corporation and authorizing the Village Administrator to accept conveyance of the property from the CIC and declaring an emergency.

Motion to suspend the rules by Ms. Xander, seconded by Mr. Karr, motion carried 5-0.

Motion to adopt by Mr. Bryant, seconded by Mr. Schilling, motion carried 5-0.

Motion to enact the emergency clause by Mr. Bryant, seconded by Ms. Xander, motion carried 5-0.

Executive Session

Motion to move to executive session pursuant to R.C. 121.2(G)(2): “To consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property.”

Motioned by Ms. Xander, seconded by Mr. Bryant to go into Executive Session at 6:05pm, motion carried 6-0.

Motion by Mr. Schilling, seconded by Mr. Karr to return from Executive Session, motion carried 6-0.

Correspondence:

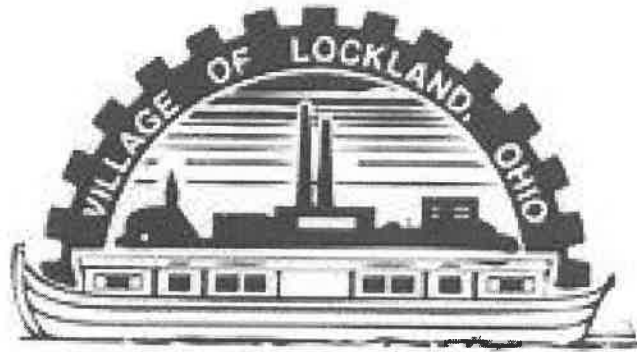
Old Business

New Business-

Public Participation- please stand at the podium and state your name and address. To allow everyone an opportunity to speak, there will be a 3-minute limit for each person wishing to address council.

Motion to adjourn by Ms. Xander, seconded by Mr. Pittman, motion carried 6-0.

Meeting Adjourned



FINANCIAL DATA

Fund: General
 Pooled Balance: \$775,480.31
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$775,480.31

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-110-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$1,191,978.00	\$0.00	\$361,194.79	\$830,783.21	30.302%
1000-110-270-0000	Uniforms and Clothing	\$0.00	\$0.00	\$22,500.00	\$13,762.00	\$8,671.04	\$66.96	38.538%
1000-110-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$815,000.00	\$576,313.74	\$203,686.26	\$35,000.00	24.992%
1000-110-319-0000	Other - Utilities	\$0.00	\$0.00	\$55,000.00	\$45,017.75	\$9,982.25	\$0.00	18.150%
1000-110-348-0000	Training Services	\$295.00	\$0.00	\$20,000.00	\$6,380.15	\$7,131.41	\$6,783.44	35.139%
1000-110-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$70,705.00	\$40,620.13	\$29,988.97	\$85.90	42.428%
1000-110-420-0000	Operating Supplies and Materials	\$1,051.21	\$0.00	\$70,000.00	\$24,247.89	\$12,596.17	\$34,207.15	17.728%
1000-110-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-110-600-0000	Other	\$0.00	\$0.00	\$200,000.00	\$133,159.48	\$66,840.52	\$0.00	33.420%
1000-190-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$14,609.00	\$0.00	\$2,528.42	\$12,080.58	17.307%
1000-190-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$3,456.00	\$700.62	\$799.38	\$1,956.00	23.130%
1000-210-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-290-220-0000	Insurance Benefits	\$0.00	\$0.00	\$9,050.00	\$1,500.00	\$7,550.00	\$0.00	83.425%
1000-310-100-0000	D Personal Services	\$0.00	\$0.00	\$5,400.00	\$3,600.00	\$1,800.00	\$0.00	33.333%
1000-310-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$53,000.00	\$23,949.65	\$9,762.61	\$20,041.29	18.162%
1000-310-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$4,594.00	\$43.96	\$0.00	\$4,550.04	0.957%
1000-310-490-0000	Other - Supplies and Materials	\$753.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-310-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$3,500.00	\$0.00	\$925.00	\$2,575.00	26.429%
1000-310-610-0000	D Deposits Refunded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-490-319-0000	Other - Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-490-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-490-400-0000	Supplies and Materials	\$0.00	\$0.00	\$1,694.37	\$0.00	\$52.79	\$1,641.58	3.116%
1000-490-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-542-640-0000	Payment to Another Political Subdivision	\$0.00	\$0.00	\$988,341.00	\$659,288.31	\$329,072.69	\$0.00	0.000%
1000-563-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$374,420.00	\$0.00	\$118,576.27	\$255,843.73	31.669%
1000-563-270-0000	Uniforms and Clothing	\$0.00	\$0.00	\$4,000.00	\$1,196.20	\$2,803.80	\$0.00	70.095%
1000-563-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$220,000.00	\$140,216.32	\$77,683.68	\$22,000.00	26.265%
1000-563-319-0000	Other - Utilities	\$0.00	\$0.00	\$25,000.00	\$21,394.79	\$3,605.21	\$0.00	14.421%
1000-563-348-0000	Training Services	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.000%
1000-563-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$330,000.00	\$169,347.53	\$101,954.47	\$8,698.00	30.895%
1000-563-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$69,124.00	\$19,982.68	\$17,189.82	\$31,951.50	24.868%
1000-563-430-0000	Repairs and Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-563-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$77,500.00	\$17,225.00	\$20,567.03	\$39,707.97	26.538%
1000-563-600-0000	Other	\$0.00	\$0.00	\$20,000.00	\$16,260.65	\$3,739.35	\$0.00	18.697%
1000-710-132-0000	D Salaries - Administrator's Staff	\$0.00	\$0.00	\$239,193.00	\$0.00	\$112,351.76	\$126,841.24	46.971%
1000-710-161-0000	D Salary - Mayor	\$0.00	\$0.00	\$10,576.00	\$0.00	\$3,512.63	\$7,063.37	33.213%
1000-710-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$2,539.00	\$0.00	\$0.00	\$2,539.00	0.000%
1000-710-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$158,107.00	\$105,485.36	\$38,514.64	\$14,107.00	24.360%

Report reflects selected information.

VILLAGE OF LOCKLAND, HAMILTON COUNTY
Appropriation Status
 By Fund
 As Of 4/30/2024

5/1/2024 11:59:32 AM
 UAN v2024.2

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-710-349-0000	Other - Professional and Technical Services	\$596.72	\$0.00	\$254,087.00	\$84,185.93	\$74,956.67	\$95,702.12	29.568%
1000-710-410-0000	Office Supplies and Materials	\$0.00	\$0.00	\$319.00	\$0.00	\$0.00	\$319.00	0.000%
1000-710-420-0000	Operating Supplies and Materials	\$479.69	\$0.00	\$30,900.00	\$5,003.33	\$10,360.77	\$16,015.59	33.017%
1000-710-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-715-111-0000	D Salaries - Council	\$0.00	\$0.00	\$26,231.00	\$0.00	\$6,712.12	\$17,518.88	33.213%
1000-715-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$8,343.00	\$1,369.08	\$1,130.92	\$5,843.00	13.555%
1000-715-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$90,000.00	\$52,109.00	\$37,891.00	\$0.00	42.101%
1000-715-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-720-141-0000	D Salary - Legal Counsel	\$0.00	\$0.00	\$18,000.00	\$0.00	\$7,575.50	\$10,424.50	42.086%
1000-725-121-0000	D Salary - Clerk/Treasurer	\$0.00	\$0.00	\$7,597.00	\$0.00	\$2,523.26	\$5,073.74	33.214%
1000-725-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$2,100.00	\$750.23	\$749.77	\$600.00	35.703%
1000-730-311-0000	Electricity	\$0.00	\$0.00	\$58,527.00	\$31,680.84	\$26,846.16	\$0.00	45.870%
1000-730-349-0000	Other - Professional and Technical Services	\$1,541.28	\$0.00	\$33,990.00	\$3,550.00	\$10,936.26	\$21,045.02	30.779%
1000-730-390-0000	Other Contractual Services	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.000%
1000-730-400-0000	Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-730-410-0000	Office Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-730-420-0000	Operating Supplies and Materials	\$225.00	\$0.00	\$13,659.00	\$765.00	\$1,158.63	\$11,960.37	8.345%
1000-730-431-0000	Repairs and Maintenance of Buildings and Land	\$0.00	\$0.00	\$28,139.00	\$10,713.88	\$12,896.92	\$4,528.20	45.833%
1000-730-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-790-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$70,350.00	\$0.00	\$21,098.76	\$49,251.24	29.991%
1000-790-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$40,000.00	\$19,658.10	\$9,341.90	\$11,000.00	23.355%
1000-790-349-0000	Other - Professional and Technical Services	\$288.98	\$0.00	\$21,630.00	\$2,893.00	\$3,010.46	\$16,015.52	13.734%
1000-790-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$412.00	\$0.00	\$222.68	\$189.32	54.049%
1000-910-910-0000	D Transfers - Out	\$0.00	\$0.00	\$1,560,985.00	\$0.00	\$1,560,985.00	\$0.00	100.000%
1000-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-930-930-0000	Contingencies	\$0.00	\$0.00	\$70,000.00	\$11,453.55	\$0.00	\$58,546.45	0.000%
General Fund Total:		\$5,231.43	\$0.00	\$7,397,555.37	\$2,243,760.19	\$3,323,470.70	\$1,835,565.91	44.895%

Fund: Street Construction Maint. & Repair	
Pooled Balance:	\$124,886.93
Non-Pooled Balance:	\$0.00
Total Cash Balance:	\$124,886.93

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2011-620-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$172,061.00	\$0.00	\$29,331.07	\$142,729.93	17.047%
2011-620-270-0000	Uniforms and Clothing	\$0.00	\$0.00	\$3,000.00	\$1,939.08	\$1,060.92	\$0.00	35.364%
2011-620-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$80,500.00	\$48,402.20	\$17,097.80	\$15,000.00	21.240%
2011-620-311-0000	Electricity	\$0.00	\$0.00	\$55,000.00	\$32,639.00	\$22,361.00	\$0.00	40.656%
2011-620-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$152,700.00	\$68,134.68	\$71,135.23	\$13,430.09	46.585%
2011-620-399-0000	Other - Other Contractual Services	\$0.00	\$0.00	\$35,000.00	\$33,064.90	\$1,935.10	\$0.00	5.529%
2011-620-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$40,000.00	\$16,774.57	\$15,039.38	\$8,186.05	37.598%

Report reflects selected information.

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Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2011-620-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$122,500.00	\$17,225.00	\$0.00	\$105,275.00	0.000%
2011-620-600-0000	Other	\$0.00	\$0.00	\$20,000.00	\$17,859.80	\$2,140.20	\$0.00	10.701%
Street Construction Maint. & Repair Fund Total:								
		\$0.00	\$0.00	\$660,761.00	\$236,039.23	\$160,100.70	\$284,621.07	23.518%

Fund: Shepherd/Smalley Grant
 Pooled Balance: \$75,000.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$75,000.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2012-620-396-0000	Streets, Highways, Curbs and Sidewalks	\$0.00	\$0.00	\$845,842.00	\$0.00	\$0.00	\$845,842.00	0.000%
Shepherd/Smalley Grant Fund Total:								
		\$0.00	\$0.00	\$845,842.00	\$0.00	\$0.00	\$845,842.00	0.000%

Fund: CDBG
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2044-310-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2044-410-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.000%
CDBG Fund Total:								
		\$0.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.000%

Fund: Brownfield Fund
 Pooled Balance: \$20,933.15
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$20,933.15

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2051-490-340-0000	Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2051-790-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$247,576.00	\$191,557.45	\$56,018.55	\$0.00	22.627%
Brownfield Fund Fund Total:								
		\$0.00	\$0.00	\$247,576.00	\$191,557.45	\$56,018.55	\$0.00	22.627%

Fund: HB 481 Cares Act
 Pooled Balance: \$0.43
 Non-Pooled Balance: \$0.00

Report reflects selected information.

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Total Cash Balance: \$0.43

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2052-110-100-0000	D Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
2052-160-100-0000	D Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
HB 481 Cares Act Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: FEMA Fire Dept.
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2053-120-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
FEMA Fire Dept. Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: State Grants
 Pooled Balance: \$3,818.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$3,818.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2062-490-340-0000	Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
2062-490-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
State Grants Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: Pipeline Initiative Grant
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2066-730-340-0000	Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
Pipeline Initiative Grant Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: Stewart Avenue Street Project

Report reflects selected information.

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Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2067-610-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
	Stewart Avenue Street Project Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Lead line project
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2068-620-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2068-730-340-0000	Professional and Technical Services	\$0.00	\$0.00	\$90,203.00	\$24,050.83	\$66,152.17	\$0.00	73.337%
	Lead line project Fund Total:	\$0.00	\$0.00	\$90,203.00	\$24,050.83	\$66,152.17	\$0.00	73.337%

Fund: H2Ohio Equipment Grant
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2069-531-400-0000	Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
	H2Ohio Equipment Grant Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Drug Law Enforcement
 Pooled Balance: \$11,024.28
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$11,024.28

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2081-110-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$5,000.00	\$2,264.01	\$1,485.94	\$1,250.05	29.719%
	Drug Law Enforcement Fund Total:	\$0.00	\$0.00	\$5,000.00	\$2,264.01	\$1,485.94	\$1,250.05	29.719%

Fund: Law Enforcement Fund
 Report reflects selected information.

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Pooled Balance: \$5,818.14
Non-Pooled Balance: \$0.00
Total Cash Balance: \$5,818.14

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2091-110-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.0000%
Law Enforcement Fund Fund Total:		\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.0000%

Fund: Coronavirus Relief Fund

Pooled Balance: \$150.00
Non-Pooled Balance: \$0.00
Total Cash Balance: \$150.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2151-110-100-0000	D Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
2151-160-100-0000	D Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
2151-800-500-0000	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
Coronavirus Relief Fund Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: Fire Levy Fund

Pooled Balance: \$648,174.70
Non-Pooled Balance: \$0.00
Total Cash Balance: \$648,174.70

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2901-120-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$1,021,806.00	\$0.00	\$386,434.01	\$635,371.99	37.819%
2901-120-270-0000	Uniforms and Clothing	\$0.00	\$0.00	\$10,000.00	\$4,160.56	\$4,437.20	\$1,402.24	44.372%
2901-120-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$89,432.00	\$15,572.42	\$35,257.58	\$38,602.00	39.424%
2901-120-319-0000	Other - Utilities	\$0.00	\$0.00	\$20,000.00	\$14,044.84	\$5,855.16	\$0.00	29.776%
2901-120-329-0000	Other-Communications, Printing & Advertising	\$0.00	\$0.00	\$17,000.00	\$9,356.21	\$4,323.03	\$3,320.76	25.430%
2901-120-348-0000	Training Services	\$0.00	\$0.00	\$15,000.00	\$390.00	\$2,724.00	\$11,886.00	18.160%
2901-120-349-0000	Other - Professional and Technical Services	\$96.92	\$0.00	\$145,665.00	\$23,288.61	\$37,389.02	\$85,084.29	25.651%
2901-120-391-0000	Dues and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2901-120-399-0000	Other - Other Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2901-120-400-0000	Supplies and Materials	\$0.00	\$0.00	\$50,000.00	\$270.00	\$33,155.25	\$16,574.75	66.311%
2901-120-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$75,000.00	\$33,664.89	\$28,510.93	\$12,824.18	38.015%
2901-120-440-0000	Small Tools and Minor Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2901-120-520-0000	Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2901-120-600-0000	Other	\$0.00	\$0.00	\$30,000.00	\$24,847.25	\$5,152.75	\$0.00	17.176%
2901-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$19,000.00	\$0.00	\$18,395.00	\$605.00	96.816%

Report reflects selected information.

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Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2901-850-790-0000	Other - Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Fire Levy Fund Fund Total:		\$96.92	\$0.00	\$1,492,903.00	\$125,594.78	\$561,733.93	\$805,671.21	37.625%

Fund: Mayor's Court Computer Fund

Pooled Balance:	\$112,849.51
Non-Pooled Balance:	\$0.00
Total Cash Balance:	\$112,849.51

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2903-110-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$21,000.00	\$3,376.84	\$4,192.50	\$13,430.66	19.964%
2903-110-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$10,000.00	\$1,490.00	\$375.54	\$8,134.46	3.755%
Mayor's Court Computer Fund Fund Total:		\$0.00	\$0.00	\$31,000.00	\$4,866.84	\$4,568.04	\$21,566.12	14.736%

Fund: Alcohol Enforcement Trust Fund

Pooled Balance:	\$5,470.54
Non-Pooled Balance:	\$0.00
Total Cash Balance:	\$5,470.54

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2904-110-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Alcohol Enforcement Trust Fund Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: General Obligation Fund Bond Retirement

Pooled Balance:	\$285,016.94
Non-Pooled Balance:	\$0.00
Total Cash Balance:	\$285,016.94

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
3101-850-710-0000	Principal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
3101-850-720-0000	Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
3101-850-790-0000	Other - Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
General Obligation Fund Bond Retirement Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Other Debt Service

Pooled Balance:	\$221,566.22
Non-Pooled Balance:	\$0.00

Report reflects selected information.

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Total Cash Balance: \$221,586.22

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
3902-850-790-0000	Other - Debt Service	\$0.00	\$0.00	\$353,573.00	\$156,715.22	\$196,857.78	\$0.00	55.677%
	Other Debt Service Fund Total:	\$0.00	\$0.00	\$353,573.00	\$156,715.22	\$196,857.78	\$0.00	55.677%

Fund: Richardson Park Restroom Facility
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4201-800-530-0000	Buildings and Other Structures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
	Richardson Park Restroom Facility Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Potable Water System Improvements
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4202-531-312-0000	Water and Sewage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
	Potable Water System Improvements Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Safe Routes to School Grant
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4203-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$689,064.00	\$0.00	\$0.00	\$689,064.00	0.000%
	Safe Routes to School Grant Fund Total:	\$0.00	\$0.00	\$689,064.00	\$0.00	\$0.00	\$689,064.00	0.000%

Fund: Leadline Mapping Grant
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Report reflects selected information.

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Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4204-800-500-0000	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
	Leadline Mapping Grant Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: Leadline Replacement Project
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4205-800-500-0000	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
	Leadline Replacement Project Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: North Wayne Ave
 Pooled Balance: \$17,367.85
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$17,367.85

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4801-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
	North Wayne Ave Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: Patterson & Central Street Improvement
 Pooled Balance: \$0.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4906-620-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%
	Patterson & Central Street Improvement Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0000%

Fund: Permanent Improvement
 Pooled Balance: \$372,653.16
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$372,653.16

Report reflects selected information.

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4951-800-500-0000	Capital Outlay	\$22,806.85	\$0.00	\$250,000.00	\$8,496.25	\$48,295.60	\$216,015.00	17.703%
Permanent Improvement Fund Total:		\$22,806.85	\$0.00	\$250,000.00	\$8,496.25	\$48,295.60	\$216,015.00	17.703%

Fund: Water Operating
 Pooled Balance: \$233,452.92
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$233,452.92

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
5101-531-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$148,010.00	\$0.00	\$45,336.88	\$102,673.12	30.631%
5101-531-270-0000	Uniforms and Clothing	\$0.00	\$0.00	\$500.00	\$107.09	\$392.91	\$0.00	78.582%
5101-531-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$76,000.00	\$22,532.75	\$24,967.25	\$28,500.00	32.852%
5101-531-346-0000	Engineering Services	\$0.00	\$0.00	\$264,100.00	\$235,600.00	\$28,500.00	\$0.00	10.791%
5101-531-348-0000	Training Services	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.000%
5101-531-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$220,000.00	\$95,498.54	\$74,516.16	\$49,985.30	33.871%
5101-531-395-0000	Land and Improvements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
5101-531-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$110,000.00	\$32,166.85	\$30,263.52	\$47,569.63	27.512%
5101-531-430-0000	Repairs and Maintenance	\$0.00	\$0.00	\$230,000.00	\$155,826.32	\$2,714.04	\$71,459.64	1.180%
5101-531-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$65,000.00	\$0.00	\$47,449.03	\$17,550.97	72.989%
5101-531-600-0000	Other	\$0.00	\$0.00	\$6,500.00	\$5,161.13	\$1,338.87	\$0.00	20.588%
5101-532-190-0000	D Other - Personal Services	\$0.00	\$0.00	\$45,767.00	\$0.00	\$15,253.00	\$30,514.00	33.328%
5101-532-290-0000	Other - Employee Fringe Benefits	\$0.00	\$0.00	\$28,000.00	\$2,763.36	\$2,736.64	\$22,500.00	9.774%
5101-532-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$4,270.00	\$0.00	\$1,722.46	\$2,547.54	40.339%
5101-532-420-0000	Operating Supplies and Materials	\$0.00	\$0.00	\$18,000.00	\$17,350.00	\$190.00	\$460.00	1.056%
5101-850-790-0000	Other - Debt Service	\$0.00	\$0.00	\$64,871.00	\$46,701.26	\$7,189.18	\$10,980.56	11.062%
Water Operating Fund Total:		\$0.00	\$0.00	\$1,282,018.00	\$613,707.30	\$282,569.94	\$385,740.76	22.041%
Report Total:		\$28,135.20	\$0.00	\$13,411,495.37	\$3,607,052.10	\$4,701,253.35	\$5,131,325.12	34.981%

Fund Status

As Of 4/30/2024

Fund Number	Fund Name	% of Total Pooled	Fund Balance	Investments (Non-Pooled)	Checking & Pooled Investments (Pooled)
1000	General	26.616%	\$775,480.31	\$0.00	\$775,480.31
2011	Street Construction Maint. & Repair	4.286%	\$124,886.93	\$0.00	\$124,886.93
2012	Shepherd/Smalley Grant	2.574%	\$75,000.00	\$0.00	\$75,000.00
2021	State Highway	0.000%	\$0.00	\$0.00	\$0.00
2044	CDBG	0.000%	\$0.00	\$0.00	\$0.00
2051	Brownfield Fund	0.718%	\$20,933.15	\$0.00	\$20,933.15
2052	HB 481 Cares Act	0.000%	\$0.43	\$0.00	\$0.43
2053	FEMA Fire Dept.	0.000%	\$0.00	\$0.00	\$0.00
2062	State Grants	0.131%	\$3,818.00	\$0.00	\$3,818.00
2066	Pipeline Initiative Grant	0.000%	\$0.00	\$0.00	\$0.00
2067	Stewart Avenue Street Project	0.000%	\$0.00	\$0.00	\$0.00
2068	Lead line project	0.000%	\$0.00	\$0.00	\$0.00
2069	H2Ohio Equipment Grant	0.000%	\$0.00	\$0.00	\$0.00
2081	Drug Law Enforcement	0.378%	\$11,024.28	\$0.00	\$11,024.28
2091	Law Enforcement Fund	0.200%	\$5,818.14	\$0.00	\$5,818.14
2151	Coronavirus Relief Fund	0.005%	\$150.00	\$0.00	\$150.00
2901	Fire Levy Fund	22.246%	\$648,174.70	\$0.00	\$648,174.70
2903	Mayor's Court Computer Fund	3.873%	\$112,849.51	\$0.00	\$112,849.51
2904	Alcohol Enforcement Trust Fund	0.188%	\$5,470.54	\$0.00	\$5,470.54
3101	General Obligation Fund Bond Retirement	9.782%	\$285,016.94	\$0.00	\$285,016.94
3902	Other Debt Service	7.605%	\$221,586.22	\$0.00	\$221,586.22
4201	Richardson Park Restroom Facility	0.000%	\$0.00	\$0.00	\$0.00
4202	Potable Water System Improvements	0.000%	\$0.00	\$0.00	\$0.00
4203	Safe Routes to School Grant	0.000%	\$0.00	\$0.00	\$0.00
4204	Leadline Mapping Grant	0.000%	\$0.00	\$0.00	\$0.00
4205	Leadline Replacement Project	0.000%	\$0.00	\$0.00	\$0.00
4901	North Wayne Ave	0.596%	\$17,367.85	\$0.00	\$17,367.85
4906	Patterson & Central Street Improvement	0.000%	\$0.00	\$0.00	\$0.00
4951	Permanent Improvement	12.790%	\$372,653.16	\$0.00	\$372,653.16
5101	Water Operating	8.012%	\$233,452.92	\$0.00	\$233,452.92
All Funds Total			\$2,913,683.08	\$0.00	\$2,913,683.08
			Pooled Investments		\$0.00
			Secondary Checking Accounts		\$39,933.83
			Available Primary Checking Balance		\$2,873,749.25

Last reconciled to bank: 03/31/2024 – Total other adjusting factors: \$2,060.89

Payment Listing

April 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
47-2024	04/02/2024	04/02/2024	CH	Humana Health Plan Of Ohio, Inc.	\$779.76	O
48-2024	04/02/2024	04/02/2024	CH	United Healthcare	\$52,617.03	O
50-2024	04/03/2024	04/03/2024	CH	Treasurer, State of Ohio	\$1,074.00	O
51-2024	04/03/2024	04/03/2024	CH	BWC State Insurance Fund	\$4,558.68	O
52-2024	04/05/2024	04/05/2024	CH	Village of Lockland Payroll Account	\$91,998.03	O
53-2024	04/10/2024	04/10/2024	CH	US Bank	\$1,798.39	O
54-2024	04/11/2024	04/11/2024	CH	Village of Lockland Payroll Account	\$49,159.39	O
55-2024	04/18/2024	04/18/2024	CH	Village of Lockland Payroll Account	\$119,294.10	O
56-2024	04/25/2024	04/25/2024	CH	Village of Lockland Payroll Account	\$49,545.18	O
57-2024	04/26/2024	04/26/2024	CH	Ohio Police and Fire Pension Fund	\$4,760.27	O
58-2024	04/26/2024	04/26/2024	CH	Ohio Police and Fire Pension Fund	\$32,423.82	O
59-2024	04/29/2024	04/29/2024	CH	Ohio Police and Fire Pension Fund	\$2,248.23	O
60-2024	04/29/2024	04/29/2024	CH	Ohio Police and Fire Pension Fund	\$2,612.34	O
51786	04/03/2024	04/03/2024	AW	Alden Obed	\$50.00	O
51788	04/03/2024	04/03/2024	SW	Skipped Warrants 51787 to 51788 Series 1	\$0.00	V
51789	04/03/2024	04/03/2024	AW	Affordable Language Services	\$11.70	O
51790	04/03/2024	04/03/2024	AW	Alloy Development Co, Inc.	\$3,100.00	O
51791	04/03/2024	04/03/2024	AW	American Welding and Gas Inc.	\$411.36	O
51792	04/03/2024	04/03/2024	AW	Anago of Greater Cincinnati	\$450.00	O
51793	04/03/2024	04/03/2024	AW	Augustine Consulting	\$833.53	O
51794	04/03/2024	04/03/2024	AW	Board of County Commissioners	\$2,288.00	O
51795	04/03/2024	04/03/2024	AW	Best Equipment	\$427.63	O
51796	04/03/2024	04/03/2024	AW	Carmeuse Americas	\$7,990.23	O
51797	04/03/2024	04/03/2024	AW	Duke Energy	\$6,757.78	O
51798	04/03/2024	04/03/2024	AW	David McIlwain	\$1,400.00	O
51799	04/03/2024	04/03/2024	AW	Hamilton County Coroner	\$220.00	O
51800	04/03/2024	04/03/2024	AW	Dave Michael	\$377.75	O
51801	04/03/2024	04/03/2024	AW	Fuller Ford	\$65.32	O
51802	04/03/2024	04/03/2024	AW	Gregory Forrest Lester, Inc	\$323.08	O
51803	04/03/2024	04/03/2024	AW	ODACS, LLC	\$180.00	O
51804	04/03/2024	04/03/2024	AW	Phoenix Safety Outfitters	\$212.41	O
51805	04/03/2024	04/03/2024	AW	Rumpke	\$163.20	O
51806	04/03/2024	04/03/2024	AW	Rumpke	\$21,518.00	O
51807	04/03/2024	04/03/2024	AW	Viking Telecom Solutions	\$413.86	O
51808	04/03/2024	04/03/2024	AW	Verizon Wireless	\$335.33	O
51809	04/03/2024	04/03/2024	AW	Wood and Lamping LLP	\$12,968.40	O
51810	04/03/2024	04/03/2024	AW	World Fuel Services, Inc	\$5,859.83	O
51811	04/05/2024	04/05/2024	AW	Adleta Construction	\$5,579.77	O
51812	04/05/2024	04/05/2024	AW	Cintas Corp	\$119.08	O
51813	04/05/2024	04/05/2024	AW	Duke Energy	\$1,118.01	O
51814	04/05/2024	04/05/2024	AW	Mobile Analytical Services, Inc	\$449.15	O
51815	04/05/2024	04/05/2024	AW	Woods Hardware	\$318.78	O
51816	04/05/2024	04/05/2024	AW	Verwandt Properties II LLC	\$56,018.55	O
51817	04/05/2024	04/05/2024	AW	Anita Schilling	\$450.00	O
51818	04/08/2024	04/08/2024	AW	ERA Real Solutions	\$1,000.00	O
51819	04/10/2024	04/10/2024	SW	Skipped Warrants 51819 to 51819 Series 1	\$0.00	V

Payment Listing

April 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
51820	04/10/2024	04/10/2024	AW	Augustine Consulting	\$16.95	O
51821	04/10/2024	04/10/2024	AW	Altafiber	\$299.50	O
51822	04/10/2024	04/10/2024	AW	Bushelman Supply	\$672.33	O
51823	04/10/2024	04/10/2024	AW	City of Sharonville Fire Department	\$525.00	O
51824	04/10/2024	04/10/2024	AW	Chris Gallina	\$50.00	O
51825	04/10/2024	04/10/2024	AW	Dumpster Daddy	\$3,374.90	O
51826	04/10/2024	04/10/2024	AW	Duke Energy	\$432.74	O
51827	04/10/2024	04/10/2024	AW	EPR Systems USA Inc	\$2,436.00	O
51828	04/10/2024	04/10/2024	AW	Galls, LLC	\$416.62	O
51829	04/10/2024	04/10/2024	AW	Gregory Forrest Lester, Inc	\$9,192.54	O
51830	04/10/2024	04/10/2024	AW	Howell Rescue Systems, Inc	\$4,477.82	O
51831	04/10/2024	04/10/2024	AW	KOI Auto Parts	\$1,878.04	O
51832	04/10/2024	04/10/2024	AW	Lexis Nexis	\$159.14	O
51833	04/10/2024	04/10/2024	AW	Lowes	\$187.74	O
51834	04/10/2024	04/10/2024	AW	Motorola Solutions	\$798.34	O
51835	04/10/2024	04/10/2024	AW	Mobilcomm	\$765.70	O
51836	04/10/2024	04/10/2024	AW	Napa	\$10.39	O
51837	04/10/2024	04/10/2024	AW	Neptune Equipment Co	\$1,958.31	O
51838	04/10/2024	04/10/2024	AW	ODACS, LLC	\$180.00	O
51839	04/10/2024	04/10/2024	AW	Phoenix Safety Outfitters	\$650.90	O
51840	04/10/2024	04/10/2024	AW	Treasurer, City of Cincinnati	\$3,225.00	O
51841	04/10/2024	04/10/2024	AW	University of Cincinnati Physicians Company	\$100.00	O
51842	04/12/2024	04/12/2024	AW	Gamechanger Athletics	\$8,496.25	O
51843	04/17/2024	04/17/2024	AW	Ace Diagne	\$50.00	O
51844	04/17/2024	04/17/2024	AW	Altafiber	\$235.76	O
51845	04/17/2024	04/17/2024	AW	Altafiber	\$118.86	O
51846	04/17/2024	04/17/2024	AW	Across the Street Productions	\$970.00	O
51847	04/17/2024	04/17/2024	AW	Boundtree Medical	\$1,163.14	O
51848	04/17/2024	04/17/2024	AW	Cintas Corp	\$119.08	O
51849	04/17/2024	04/17/2024	AW	CDW Government	\$807.24	O
51850	04/17/2024	04/17/2024	AW	Capital One Public Funding	\$18,591.50	O
51851	04/17/2024	04/17/2024	AW	Cincinnati Court Index Press	\$24.50	O
51852	04/17/2024	04/17/2024	AW	Duke Energy	\$463.26	O
51853	04/17/2024	04/17/2024	AW	Donetta Jackson	\$50.00	O
51854	04/17/2024	04/17/2024	AW	Gregory Forrest Lester, Inc	\$5,646.19	O
51855	04/17/2024	04/17/2024	AW	Jerry Pate Turf & Irrigation	\$4,908.71	O
51856	04/17/2024	04/17/2024	AW	Lockland Local School District	\$150.00	O
51857	04/17/2024	04/17/2024	AW	Mobilcomm	\$2,100.80	O
51858	04/17/2024	04/17/2024	AW	Mothers Against Drunk Driving Ohio	\$210.00	O
51859	04/17/2024	04/17/2024	AW	ODP Business Solutions, LLC	\$47.25	O
51860	04/17/2024	04/17/2024	AW	Verizon Wireless	\$20.10	O
51861	04/17/2024	04/17/2024	AW	Vogelpohl Fire Equipment	\$41.83	O
51862	04/17/2024	04/17/2024	AW	Boundtree Medical	\$20.65	O
51863	04/18/2024	04/18/2024	AW	Amber Borden	\$100.00	O
51864	04/24/2024	04/24/2024	AW	Advance Auto Parts	\$54.34	O
51865	04/24/2024	04/24/2024	AW	Acme Lock Company LLC	\$7,649.00	O

Payment Listing

April 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
51866	04/24/2024	04/24/2024	AW	Boundtree Medical	\$139.98	O
51867	04/24/2024	04/24/2024	AW	Chemicals Inc.	\$2,012.50	O
51868	04/24/2024	04/24/2024	AW	Cintas Corp	\$112.12	O
51869	04/24/2024	04/24/2024	AW	Duke Energy	\$3,670.14	O
51870	04/24/2024	04/24/2024	AW	Gannett Ohio LocalIQ	\$72.10	O
51871	04/24/2024	04/24/2024	AW	Gregory Forrest Lester, Inc	\$36,507.43	O
51872	04/24/2024	04/24/2024	AW	Iyana Hill	\$50.00	O
51873	04/24/2024	04/24/2024	AW	Jerry Pate Turf & Irrigation	\$633.06	O
51874	04/24/2024	04/24/2024	AW	Margaret Wienholts	\$43.96	O
51875	04/24/2024	04/24/2024	AW	Mobile Analytical Services, Inc	\$105.00	O
51876	04/24/2024	04/24/2024	AW	Neptune Equipment Co	\$12,003.22	O
51877	04/24/2024	04/24/2024	AW	Phoenix Safety Outfitters	\$512.89	O
51878	04/24/2024	04/24/2024	AW	Prosource	\$1,057.75	O
51879	04/24/2024	04/24/2024	AW	RS Logistics Inc	\$2,500.00	O
51880	04/24/2024	04/24/2024	AW	The Verdin Company	\$795.00	O
51881	04/26/2024	04/26/2024	AW	Austin Poe	\$213.88	O
Total Payments:					\$688,555.42	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$688,555.42	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Revenue Status

By Fund
 As Of 4/30/2024

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$242,498.00	\$133,640.18	\$108,857.82	55.110%
1000-130-0000	Municipal Income Tax	\$4,821,522.00	\$1,391,690.34	\$3,429,831.66	28.864%
1000-211-0000	Local Government Distribution	\$65,791.00	\$19,639.20	\$46,151.80	29.851%
1000-222-0000	Cigarette Tax	\$113.00	\$0.00	\$113.00	0.000%
1000-224-0000	Liquor and Beer Permit Fees	\$2,122.00	\$5,557.65	-\$3,435.65	261.906%
1000-390-0000	Other - Special Assessments	\$0.00	\$0.00	\$0.00	0.000%
1000-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
1000-440-0000	Grants or Aid (Non-Federal and Non-State)	\$7,350.00	\$0.00	\$0.00	0.000%
1000-514-0000	Garbage and Trash	\$249,600.00	\$74,705.97	\$7,350.00	0.000%
1000-519-0000	Other - General Government Contracts	\$85,848.00	\$26,584.13	\$174,894.03	29.930%
1000-523-0000	Recreation Entry Fees	\$2,500.00	\$120.00	\$59,263.87	30.967%
1000-529-0000	Other - Cultural and Recreational Programs	\$3,000.00	\$1,500.00	\$2,380.00	4.800%
1000-541-0000	Consumer Rent	\$1,208,513.00	\$366,593.24	\$841,919.76	30.334%
1000-543-0000	Bulk Sales	\$2,653.00	\$300.00	\$2,353.00	11.308%
1000-590-0000	Other - Charges for Services	\$74,939.00	\$17,000.00	\$57,939.00	22.685%
1000-612-0000	Court Fines	\$250,000.00	\$55,950.00	\$194,050.00	22.380%
1000-621-0000	Building Permits	\$3,121.00	\$500.00	\$2,621.00	16.021%
1000-625-0000	Cable Franchise Fees	\$20,808.00	\$4,647.98	\$16,160.02	22.337%
1000-629-0000	Other - Licenses and Permits	\$9,431.00	\$1,895.45	\$7,535.55	20.098%
1000-690-0000	Other - Fees	\$0.00	\$0.00	\$0.00	0.000%
1000-701-0000	Interest	\$22,660.00	\$6,293.65	\$16,366.35	27.774%
1000-820-0000	Contributions and Donations	\$0.00	\$9,500.00	-\$9,500.00	0.000%
1000-892-0000	Other - Miscellaneous Non-Operating	\$72,800.00	\$18,425.26	\$54,374.74	25.309%
1000-961-0000	Sale of Fixed Assets	\$77,500.00	\$832.60	\$76,667.40	1.074%
1000-999-0000	Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	0.000%
Fund 1000 Sub-Total:		\$7,222,769.00	\$2,135,375.65	\$5,087,393.35	29.565%

Revenue Status

By Fund
As Of 4/30/2024

Fund: 2011 Street Construction Maint. & Repair

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2011-140-0000	Permissive Sales Tax	\$61,654.00	\$13,965.00	\$47,689.00	22.651%
2011-150-0000	License Tax - Local Levied by Council	\$107,762.00	\$37,735.42	\$70,026.58	35.017%
2011-225-0000	Gasoline Tax (State)	\$283,816.00	\$91,112.03	\$192,703.97	32.102%
2011-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
2011-999-0000	Other - Other Financing Sources	\$122,500.00	\$0.00	\$122,500.00	0.000%
Fund 2011 Sub-Total:		\$575,732.00	\$142,812.45	\$432,919.55	24.805%

Fund: 2012 Shepherd/Smalley Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2012-310-0000	Street Improvement and Maintenance	\$845,842.00	\$0.00	\$845,842.00	0.000%
Fund 2012 Sub-Total:		\$845,842.00	\$0.00	\$845,842.00	0.000%

Fund: 2021 State Highway

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2021-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
Fund 2021 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2044 CDBG

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2044-411-0000	Federal - Restricted	\$35,000.00	\$0.00	\$35,000.00	0.000%
Fund 2044 Sub-Total:		\$35,000.00	\$0.00	\$35,000.00	0.000%

Revenue Status

By Fund
As Of 4/30/2024

Fund: 2051 Brownfield Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2051-411-0000	Federal - Restricted	\$0.00	\$0.00	\$0.00	0.000%
2051-423-0000	State - Unrestricted	\$247,576.00	\$56,018.55	\$191,557.45	22.627%
Fund 2051 Sub-Total:		\$247,576.00	\$56,018.55	\$191,557.45	22.627%

Fund: 2052 HB 481 Cares Act

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2052-211-0000	Local Government Distribution	\$0.00	\$0.00	\$0.00	0.000%
2052-221-0000	Inheritance Tax	\$0.00	\$0.00	\$0.00	0.000%
2052-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
Fund 2052 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2053 FEMA Fire Dept.

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2053-411-0000	Federal - Restricted	\$0.00	\$0.00	\$0.00	0.000%
Fund 2053 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2062 State Grants

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2062-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
2062-424-0000	State - Pass Through Grants	\$0.00	\$0.00	\$0.00	0.000%
2062-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 2062 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Revenue Status

By Fund
 As Of 4/30/2024

Fund: 2066 Pipeline Initiative Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2066-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
Fund 2066 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2067 Stewart Avenue Street Project

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2067-310-0000	Street Improvement and Maintenance	\$0.00	\$0.00	\$0.00	0.000%
Fund 2067 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 2068 Lead line project

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2068-310-0000	Street Improvement and Maintenance	\$0.00	\$0.00	\$0.00	0.000%
2068-340-0000	Water Improvement	\$90,203.00	\$66,152.17	\$24,050.83	73.337%
Fund 2068 Sub-Total:		\$90,203.00	\$66,152.17	\$24,050.83	73.337%

Fund: 2069 H2Ohio Equipment Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2069-340-0000	Water Improvement	\$0.00	\$0.00	\$0.00	0.000%
Fund 2069 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Revenue Status

By Fund
As Of 4/30/2024

Fund: 2081 Drug Law Enforcement

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2081-411-0000	Federal - Restricted	\$5,000.00	\$355.00	\$4,645.00	7.100%
Fund 2081 Sub-Total:		\$5,000.00	\$355.00	\$4,645.00	7.100%

Fund: 2091 Law Enforcement Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2091-390-0000	Other - Special Assessments	\$1,000.00	\$0.00	\$1,000.00	0.000%
Fund 2091 Sub-Total:		\$1,000.00	\$0.00	\$1,000.00	0.000%

Fund: 2151 Coronavirus Relief Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2151-411-0000	Federal - Restricted	\$0.00	\$0.00	\$0.00	0.000%
2151-412-0000	Federal - Unrestricted	\$0.00	\$0.00	\$0.00	0.000%
2151-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
Fund 2151 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Revenue Status

By Fund
As Of 4/30/2024

Fund: 2901 Fire Levy Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2901-110-0000	General Property Tax - Real Estate	\$430,595.00	\$249,174.41	\$181,420.59	57.867%
2901-422-0000	State - Restricted	\$10,000.00	\$10,000.00	\$0.00	100.000%
2901-511-0000	Contracts for Fire Services	\$50,000.00	\$9,625.00	\$40,375.00	19.250%
2901-590-0000	Other - Charges for Services	\$113,120.00	\$36,029.51	\$77,090.49	31.851%
2901-621-0000	Building Permits	\$75,000.00	\$4,575.00	\$70,425.00	6.100%
2901-931-0000	Transfers - In	\$876,268.00	\$876,268.00	\$0.00	100.000%
2901-941-0000	Advances - In	\$0.00	\$0.00	\$0.00	0.000%
2901-961-0000	Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	0.000%
2901-999-0000	Other - Other Financing Sources	\$16,000.00	\$0.00	\$16,000.00	0.000%
Fund 2901 Sub-Total:		\$1,570,983.00	\$1,185,671.92	\$385,311.08	75.473%

Fund: 2903 Mayor's Court Computer Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2903-411-0000	Federal - Restricted	\$18,970.00	\$2,883.00	\$16,087.00	15.198%
Fund 2903 Sub-Total:		\$18,970.00	\$2,883.00	\$16,087.00	15.198%

Fund: 2904 Alcohol Enforcement Trust Fund

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2904-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
Fund 2904 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Revenue Status

By Fund
As Of 4/30/2024

Fund: 3101 General Obligation Fund Bond Retirement

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
3101-830-0000	Payments in Lieu of Taxes	\$0.00	\$13,979.57	-\$13,979.57	0.000%
Fund 3101 Sub-Total:		\$0.00	\$13,979.57	-\$13,979.57	0.000%

Fund: 3902 Other Debt Service

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
3902-931-0000	Transfers - In	\$418,444.00	\$418,444.00	\$0.00	100.000%
Fund 3902 Sub-Total:		\$418,444.00	\$418,444.00	\$0.00	100.000%

Fund: 4201 Richardson Park Restroom Facility

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4201-422-0000	State - Restricted	\$0.00	\$0.00	\$0.00	0.000%
4201-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 4201 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 4202 Potable Water System Improvements

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4202-340-0000	Water Improvement	\$0.00	\$0.00	\$0.00	0.000%
Fund 4202 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Revenue Status

By Fund
As Of 4/30/2024

Fund: 4203 Safe Routes to School Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4203-412-0000	Federal - Unrestricted	\$699,064.00	\$0.00	\$699,064.00	0.000%
Fund 4203 Sub-Total:		\$699,064.00	\$0.00	\$699,064.00	0.000%

Fund: 4204 Leadline Mapping Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4204-340-0000	Water Improvement	\$0.00	\$0.00	\$0.00	0.000%
4204-490-0000	Other - Intergovernmental	\$0.00	\$0.00	\$0.00	0.000%
Fund 4204 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 4205 Leadline Replacement Project

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4205-490-0000	Other - Intergovernmental	\$0.00	\$0.00	\$0.00	0.000%
Fund 4205 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 4901 North Wayne Ave

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4901-310-0000	Street Improvement and Maintenance	\$0.00	\$0.00	\$0.00	0.000%
Fund 4901 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Revenue Status

By Fund
As Of 4/30/2024

Fund: 4906 Patterson & Central Street Improvement

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4906-310-0000	Street Improvement and Maintenance	\$0.00	\$0.00	\$0.00	0.000%
Fund 4906 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 4951 Permanent Improvement

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4951-850-0000	Contributions to a Permanent Fund	\$0.00	\$2,500.00	-\$2,500.00	0.000%
4951-931-0000	Transfers - In	\$1,428,000.00	\$0.00	\$1,428,000.00	0.000%
Fund 4951 Sub-Total:		\$1,428,000.00	\$2,500.00	\$1,425,500.00	0.175%

Fund: 5101 Water Operating

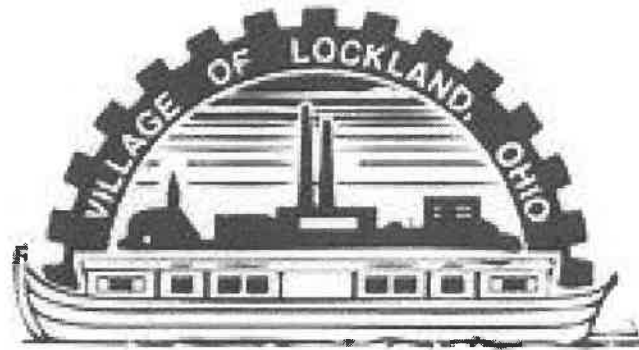
Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
5101-340-0000	Water Improvement	\$0.00	\$0.00	\$0.00	0.000%
5101-422-0000	State - Restricted	\$10,000.00	\$0.00	\$10,000.00	0.000%
5101-423-0000	State - Unrestricted	\$239,100.00	\$28,500.00	\$210,600.00	11.920%
5101-440-0000	Grants or Aid (Non-Federal and Non-State)	\$0.00	\$0.00	\$0.00	0.000%
5101-541-0000	Consumer Rent	\$628,515.00	\$190,860.51	\$437,654.49	30.367%
5101-549-0000	Other - Utilities	\$73,130.00	\$18,903.77	\$54,226.23	25.850%
5101-931-0000	Transfers - In	\$266,273.00	\$266,273.00	\$0.00	100.000%
5101-999-0000	Other - Other Financing Sources	\$65,000.00	\$0.00	\$65,000.00	0.000%
Fund 5101 Sub-Total:		\$1,282,018.00	\$504,537.28	\$777,480.72	39.355%
Report Total:		\$14,440,601.00	\$4,528,729.59	\$9,911,871.41	31.361%

VILLAGE OF LOCKLAND, HAMILTON COUNTY
Purchase Order Listing
 Year 2024

5/1/2024 12:06:37 PM
 UAN v2024.2

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
406-2024	PO ThnNw	04/02/2024	04/02/2024		US Bank	C	\$60.94	\$60.94	\$0.00	\$0.00	\$0.00
440-2024	PO ThnNw	04/16/2024	04/16/2024		Neptune Equipment Co	C	\$11,990.00	\$11,990.00	\$0.00	\$0.00	\$0.00
448-2024	PO ThnNw	04/19/2024	04/19/2024		Margaret Wienholts	C	\$43.96	\$43.96	\$0.00	\$0.00	\$0.00
453-2024	PO ThnNw	04/24/2024	04/24/2024		Barrett Midwest Central	O	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Total for selected purchase orders:							\$14,594.90	\$12,094.90	\$0.00	\$0.00	\$2,500.00

Status: O - Open, C - Closed, B - Batch



FIRE DEPARTMENT



Village of Lockland

101 North Cooper Avenue
Lockland, OH 45215
(513) 761-1124

Mayor
Mark Mason Sr.

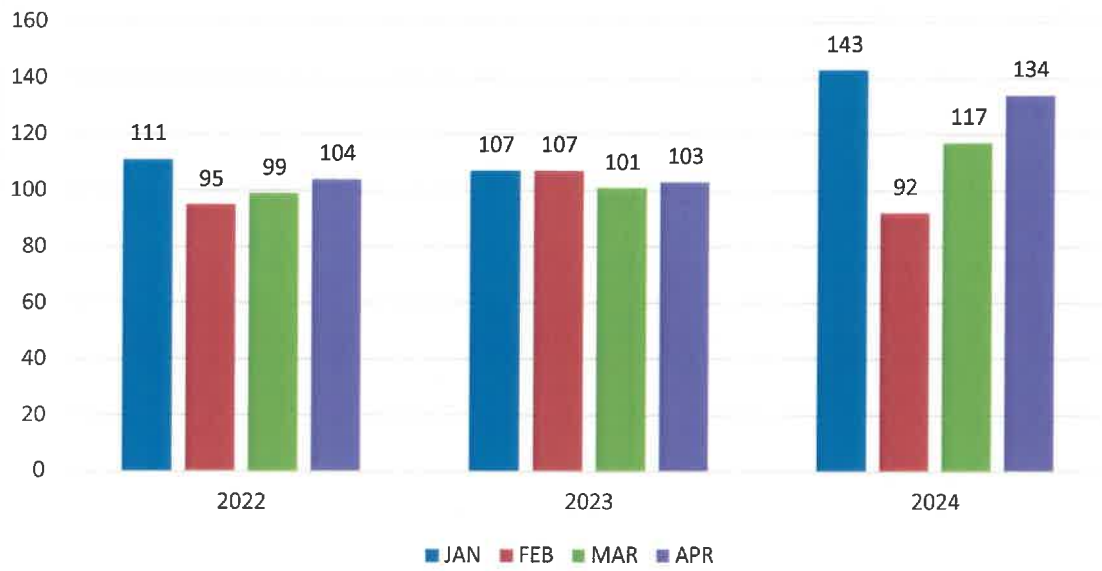
Fire Chief
Douglas W. Wehmeyer

Monthly Report

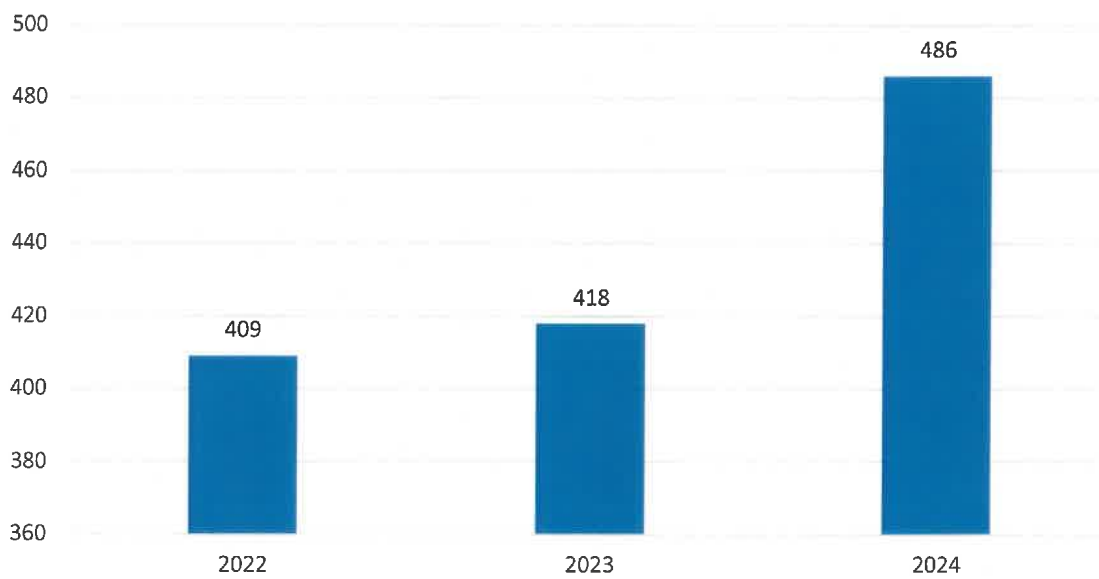
April 2024

EMERGENCY RESPONSES				134
• Fire Responses				48
○ Mutual Aid Given			24	
○ Mutual Aid Received			11	
• EMS Responses				91
○ Mutual Aid Given			08	
○ Mutual Aid Received			20	
▪ Medic 59 OOS			03	(2 were training)
▪ No Paramedic/2 nd Medic			02	
▪ Concurrent Details			16	
▪ Details Handled w/o Medic			01	
• Response Times				
○ All Calls	1.0 m turnout time	3.4 m response time		4.4 m
○ Lockland	0.8 m turnout time	2.8 m response time		3.6 m

Three Year Response Comparison - Monthly



Three Year Response Comparison - Annually



2% from last year and 18% from 2023

CRITICAL RESPONSES

- 4/15/2024 Structure Fire 7343 Commonwealth Dr
 - Residential One-Alarm Structure Fire – Springfield Township

- 4/16/2024 Structure Fire 11107 Embassy Dr
 - Residential Two-Alarm Structure Fire – Forest Park

- 4/17/2024 Structure Fire 266 Caldwell Drive
 - Residential One-Alarm Structure Fire – Springfield Twp

- 4/20/2024 Train Derailment Wyoming Avenue @ Wyoming Corp
 - Three Railcars with HazMat derailed – Lockland

- 4/23/2024 Structure Fire 114 Elm Street
 - Residential One-Alarm Structure Fire – Lockland
 - Defensive Fire Conditions on Arrival

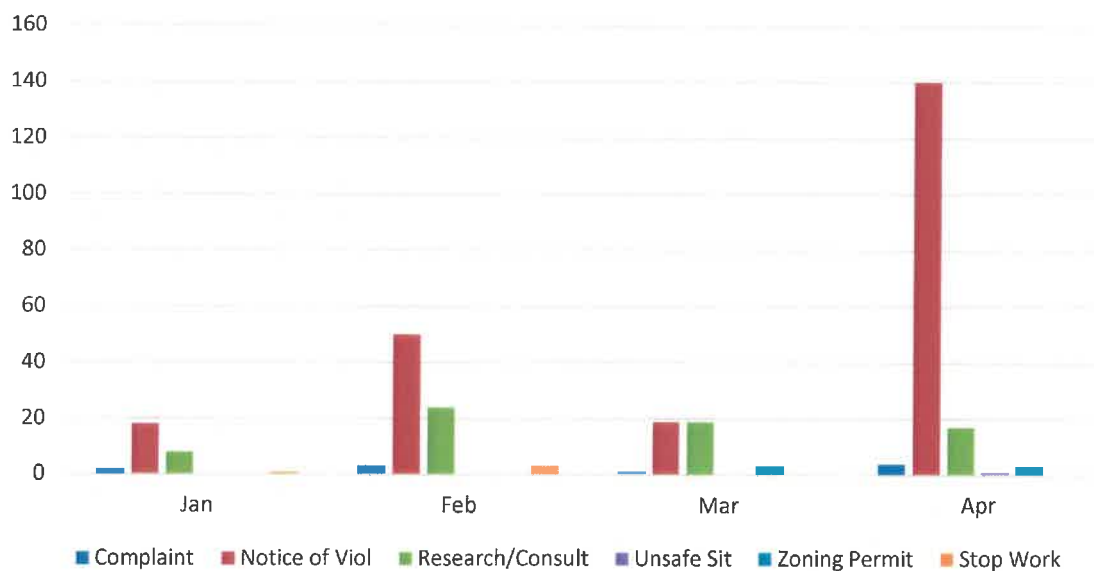
- Other Responses
 - 3 Additional Structure Fire Responses
 - Rollover crash on I75 NB

CODE ENFORCEMENT – ZONING

- Complaints 4
- Notice of Violation 140
- Project Research/Consults 17
- Unsafe Conditions 1
- Zoning Permits/Review 3
- Stop Work Order 0

- Monthly Activities 164
- Annual Activities 311

Code Enforcement Activities



TRAINING

- Monthly Training Hours 414.5
 - Unit 1 – 139 hours
 - Unit 2 – 68.5 hours
 - Unit 3 – 67 hours

- Annual Training Hours 1933

- Hamilton County Working Group Thermal Imagine Training
 - Third Round of Training
 - 78 firefighters – 223 total
 - Instructors – 17 from 13 Agencies (4 from Lockland)

PERSONNEL

- Current Employee Roster 47
 - 2 Full-time
 - 38 Part-time
 - 19 Paramedics
 - 16 EMTs
 - 3 FF Only
 - 3 Volunteers
 - 4 Cadets

- Shifts without Paramedic Coverage
 - January 02
 - February 00
 - March 17
 - April 04

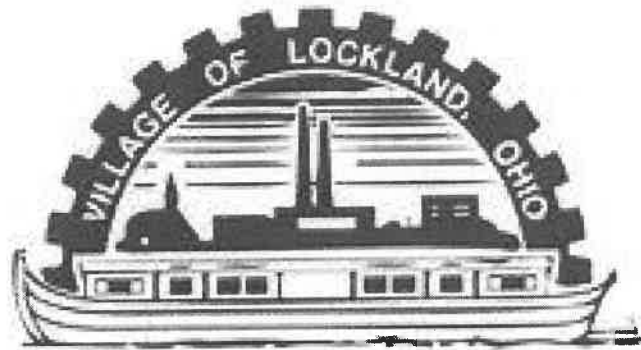
PUBLIC EDUCATION & PUBLIC RELATIONS

- Safety Camp is June 10th to June 14th Lockland Local Schools Safety Event

Respectfully Submitted,



Douglas W. Wehmeyer
Fire Chief



LEGISLATION

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - _____

**AN ORDINANCE AMENDING SECTIONS OF CHAPTER 1480, HOUSING CODE, OF
THE LOCKLAND CODE OF ORDINANCES AND DECLARING AN EMERGENCY**

WHEREAS, individuals who would otherwise have legal access to, or at least claim to have legal access to, condemned structures, are sometimes found to be occupying those structures; and

WHEREAS, the Village Ordinances are currently lacking in clear rules prohibiting such occupancy and providing the necessary enforcement mechanism to remove individuals from such imminently dangerous situations; and

WHEREAS, The Village council desires to deter such individuals from occupying condemned dwellings which can lead to scenarios in which they and other citizens and emergency personnel are needlessly put in danger; now therefore,

BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

SECTION I Chapter 1480 of the Village of Lockland Code of Ordinances is hereby amended to add the following section 1480.64:

1480.64 ENTERING A CONDEMNED DWELLING.

(a) No person shall enter any dwelling that has been condemned as unfit for human habitation or use, and so designated and placarded by an Enforcement Officer of the Village, by a County Health official, or by any other party having legal authority to condemn such structure, except between the hours of 7:00 a.m. and 7:00 p.m. for the specific purpose of repairing the dwelling, or such other lawful purpose or hours as authorized in writing by the Village Enforcement Officer.

(b) Enforcement of this section shall not require a notice and order to comply as a prerequisite.

SECTION II All other portions of Chapter 1480 shall hereby remain as written.

SECTION III This ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland and its citizens. The reason for said emergency is the need to ensure that the Village of Lockland is able to prevent the dangerous occupancy of condemned dwellings. Therefore, this ordinance shall become effective immediately.

Passed this ____ day of _____, 2024.

Mayor Mark Mason, Village of Lockland

Attested: _____
Kathy Pittman, Clerk Treasurer

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - _____

**AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
REGARDING A COUNTYWIDE PUBLIC MASS NOTIFICATION
SYSTEM AND DECLARING AN EMERGENCY.**

WHEREAS, the Hamilton County Emergency Management and Homeland Security Agency (“EMA”) is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the EMA has purchased products and services to disseminate critical, time-sensitive Emergency information to the residents of Hamilton County, Ohio and businesses through phone and e-mail devices for Emergency Notification Situations; and

WHEREAS, the EMA, through its contracted services, is able to make the System available to all political subdivisions and governmental agencies within Hamilton County, Ohio; and

WHEREAS, the EMA agrees to provide to the Village of Lockland access to the products and services utilized for the System in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, the Village Council finds that the Village’s participation in the System, per the terms of the MOU attached hereto, would improve and enhance safety services and public welfare of its citizens;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

SECTION I The Village Administrator is hereby authorized to execute the “Memorandum of Understanding” found in Exhibit 1, attached hereto and incorporated by reference herein, which Memorandum is hereby approved.

SECTION II This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland. The reason for said emergency is the immediate need of the Village to participate in important public safety systems with relevant public agencies. Therefore, this Ordinance shall become effective immediately.

Passed this _____ day of _____, 2024.

MAYOR, VILLAGE OF LOCKLAND

Attested: _____
CLERK OF COUNCIL

EXHIBIT 1
to Ord. # 2024 - _____

INSERT PDF OF
EMA MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE HAMILTON COUNTY EMERGENCY MANAGEMENT AND HOMELAND
SECURITY AGENCY
AND
VILLAGE OF LOCKLAND
FOR USE OF COUNTYWIDE MASS NOTIFICATION SYSTEM**

This Memorandum of Understanding, hereinafter referred to as “MOU,” is entered into by and between the Hamilton County Emergency Management and Homeland Security Agency (the “EMA”), a political subdivision of the State of Ohio, and Village of Lockland (the “PARTICIPANT”).

This MOU is intended to establish governance and terms of use for a Countywide Public Mass Notification System.

RECITALS

WHEREAS, the EMA is sponsoring a Countywide Public Mass Notification System (“System”) for the primary intent of providing timely communication to the public during times of emergency; and

WHEREAS, the EMA has purchased products and services from Rave Wireless, Inc. d/b/a Rave Mobile Safety (“Rave”), through Lyme Computer System Inc., for the provision of Public Mass Notification System Services, to disseminate critical, time-sensitive Emergency information to the residents of Hamilton County, Ohio and businesses through phone and e-mail devices for Emergency Notification Situations; and

WHEREAS, the EMA, through Rave, is making use of the System available to all political subdivisions and governmental agencies within Hamilton County, Ohio; and

WHEREAS, the EMA agrees to provide to PARTICIPANT access to the products and services provided by Rave in exchange for abiding by the terms set forth in this MOU; and

WHEREAS, PARTICIPANT agrees to use the System in compliance with the terms of this MOU and all usage agreements, including but not limited to the Rave Mobile Safety Master License and Services Agreement (attached hereto as Exhibit A), the Rave Terms of Use (attached hereto as Exhibit B), the Rave Privacy Policy (attached hereto as Exhibit C), and the EMA’s Public Mass Notification System Policy and Guidelines (attached hereto as Exhibit D).

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual covenants, terms, and conditions contained herein, the parties agree as follows:

I. Definitions:

“Agreement” shall collectively refer to the Rave Mobile Safety Master License and Services Agreement (attached hereto as Exhibit A), the Rave Terms of Use (attached hereto as Exhibit B), and the Rave Privacy Policy (attached hereto as Exhibit C). Exhibits A, B and C are hereby incorporated by reference into this MOU.

“Contract Documents” shall collectively refer to this MOU, the Agreement and the EMA’s Public Mass Notification System Policy and Guidelines (attached hereto as Exhibit D and incorporated by reference herein).

“Countywide” shall mean all geographic locations in Hamilton County, Ohio.

“Contact Information” shall mean PARTICIPANT and public contact data stored in the System for the purpose of disseminating communication in accordance with the Contract Documents.

“Confidential Information” shall include but shall not be limited to personal identifying information about an individual such as address, phone number, Social Security number, or any other identifier protected from disclosure by law, and/or any other information otherwise protected from disclosure by law.

“Emergency” shall include, but not be limited to, instances of fire, flood, storm, epidemic, riots, or disease that threaten the safety and welfare of the citizens and property located within the boundaries of the COUNTY and PARTICIPANT’S jurisdiction.

“Emergency Information” shall mean information relevant to the safety and welfare of recipients in the event of an Emergency. Such information shall include but not be limited to instructions and directions to alleviate or avoid the impact of an Emergency.

“Emergency Notification Situation” shall mean instances when Emergency Information is to be distributed through the System.

“Participant User” shall mean an agent, officer, employee or representative of PARTICIPANT that has been granted access to the System as set forth in this MOU.

“Non-Emergency Information” shall refer to information that is not relevant to the safety and welfare of recipients, but has been deemed to be of significant importance to a PARTICIPANT’S jurisdiction to justify the use of the System to distribute such information.

“Non-Emergency Notification Situation” shall mean instances when PARTICIPANT deems Non-Emergency Information to be of significance to PARTICIPANT’S jurisdiction and chooses to use the System to distribute such information.

“System” shall mean the Public Mass Notification System as provided by Rave to EMA, including all additional Rave products provided by the EMA for PARTICIPANT’S use.

The System is designed to disseminate information by utilizing common communications, i.e. telephone and e-mail communications to citizens and businesses as permitted under the Agreement.

- II. Term:** This MOU shall be in effect from the date that the PARTICIPANT and the EMA sign the signature page below and shall expire on September 30, 2024.

This MOU will be automatically renewed for additional one-year terms unless terminated in accordance with Section VIII. Termination, below. Such renewals may provide for an increase or decrease of PARTICIPANT'S contribution as will be reasonably determined by the EMA in its sole discretion, but if EMA determines that an increase in the contribution is necessary, this MOU will not be renewed unless (1) EMA informs PARTICIPANT of the increased contribution at least 30 days in advance of the renewal term, and (2) PARTICIPANT accepts the increase and chooses to allow renewal of the MOU, with both steps (1) and (2) being made in writing in accordance with Section VI. Notices, below.

- III. Scope of Services:** PARTICIPANT shall receive from the EMA access to the same services being provided by Rave to the EMA. EMA'S involvement in this MOU is limited only to extending the availability of the Rave products and services to the PARTICIPANT, subject to the terms and conditions of the Agreement. EMA does not make any representations or warranties regarding the availability or reliability of the System.
- IV. Cost:** PARTICIPANT shall pay the EMA in accordance with Attachment 1, a copy of which is attached hereto and incorporated by reference herein. The amount owed by PARTICIPANT shall be reasonably determined by the EMA as a contribution by PARTICIPANT towards the total cost for the System. Attachment 1 shall be updated with each renewal to reflect changes in cost due to charges from Rave and apportionment of cost amongst participating jurisdictions. As noted in Section II. Term, above, if the charges for PARTICIPANT are to be increased, then EMA must inform PARTICIPANT of that increase 30 days in advance of the renewal term, and PARTICIPANT must accept the increase and choose to renew the MOU before the renewal term begins.
- V. Use:** Use of the System and its data, including but not limited to contact information, for both Emergency Notification Situations and Non-Emergency Notification Situations is governed by the terms, conditions and restrictions set forth in the Contract Documents. The EMA retains the right to update the Exhibits as needed, in whole or in part, during the term of this MOU. Any and all revised Exhibits will be distributed to PARTICIPANT within five business days of the revision date and shall be deemed incorporated into this MOU. Such modifications to the Exhibits shall not be deemed an amendment for the purposes of Section IX. Amendments, below.

PARTICIPANT and each Participant User who are given access to the System agree to abide by the terms and conditions of the Contract Documents. Breach of these terms and conditions may result in the termination of a Participant User's or PARTICIPANT'S

access to and use of the System.

PARTICIPANT agrees to require each Participant User to execute a Participant User Agreement, a copy of which is attached hereto as Exhibit E, regarding the Participant User's obligations to maintain the confidentiality of login and password information; ensure that he or she will use the System in accordance with all applicable laws and regulations, including those relating to use of personal information; that he or she may be responsible for any breach of the terms of the Agreement and/or this MOU; and that he or she agrees to comply with the confidentiality provisions of this MOU.

PARTICIPANT further agrees to provide a copy of the signed Participant User Agreement to the EMA and to notify the EMA if a Participant User withdraws his or her consent to the Participant User Agreement at any time during the term of this MOU.

- VI. Notice:** Any notice or notices required or permitted to be given pursuant to this MOU shall be submitted in writing and delivered in person, via electronic mail or via United States mail as follows:

If to EMA:

Nick Crossley
Director
Emergency Management & Homeland Security Agency
2000 Radcliff Drive, Cincinnati, OH 45204

nick.crossley@hamiltoncountyohio.gov

If to PARTICIPANT: VILLAGE OF LOCKLAND

Mark Mason
Mayor
Village of Lockland
101 North Cooper Avenue, Lockland, Ohio 45215

mmason@locklandoh.org

Notice shall be considered tendered at the time it is received by the intended recipient.

- VII. Confidentiality:** Each party agrees to maintain the confidentiality of Confidential Information to which they have access as a result of their use of the System and pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. No party shall post Confidential Information as part of a mass notification unless the law allows such information to be released. The requirements in this section shall survive any termination of this MOU.

VIII. Termination: The EMA or PARTICIPANT may terminate its participation in this MOU at any time for any reason whatsoever. If any PARTICIPANT chooses to terminate its participation in this MOU, the terminating PARTICIPANT shall provide written notification in accordance with Section VI. Notice, above. Such notice shall be delivered to the EMA. A terminating PARTICIPANT shall uphold the obligations contained in Section VII. Confidentiality, above. Additionally, a terminating PARTICIPANT shall not be relieved from their cost obligation under Section IV. Cost, above, for the term in which they terminate. Upon termination, PARTICIPANT agrees to inform each Participant User to stop using the System and to relinquish all System access, user accounts, passwords and non-Participant data to EMA immediately. PARTICIPANT may choose to delete and/or export non-public contact information owned by PARTICIPANT, i.e. inter-departmental contact information. Resident provided contact information acquired through PARTICIPANT sources shall remain in the System and available to the EMA for regional or multi-jurisdictional notification use as needed.

In the event that EMA terminates this MOU, EMA shall give PARTICIPANT reasonable notice.

IX. Amendments: This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTICIPANT shall not be deemed an amendment.

X. Public Records: In the event that the EMA or PARTICIPANT receives a public records request seeking documents, communications, or other data related to the System, the party in receipt of the request shall immediately notify the other in accordance with Section VI. Notice, above. The parties shall reasonably cooperate in coordinating a response to the request. The cooperation contemplated in this section shall not be applicable to the defense of litigation instituted under R.C. 149.43.

Multiple Counterparts; Electronic Delivery/Signature: This MOU may be executed in counterparts. It is not necessary that the signature on behalf of each party appear on each counterpart copy, so long as each party executes the MOU. All counterparts of this MOU collectively constitute a single agreement. EMA is authorized to combine each party's execution sheets into a single document. Signatures to this MOU transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other properly authenticated electronic means meeting the requirements of Ohio Revised Code Chapter 1306 and intended to preserve the original graphic and pictorial appearance of the MOU, shall have the same effect as physical delivery of the paper document bearing the original signature. Additionally, electronic or digital signatures shall be accepted as a valid and legally binding equivalent to a handwritten signature by a person with the intent to sign this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates opposite the signatures.

**HAMILTON COUNTY EMERGENCY MANAGEMENT
AND HOMELAND SECURITY AGENCY**

By: _____
Nick Crossley, Director

Date: _____

PARTICIPANT: VILLAGE OF LOCKLAND

By: _____
Mark Mason, Mayor

Date: _____

ATTACHMENT 1
Countywide Public Mass Notification System
Cost obligation for Village of Lockland
For Annual Term

1. Citizen Notification \$250 (Prorated)

- Unlimited opt-in registrants.
- Unlimited emergency text message and email notifications.
- Operational text messages, as defined by SMS carrier restrictions, have a limited allotment each month which is shared amongst the participating jurisdictions. Specific limits will be communicated as they are defined after the use of operational text messages is being implemented.
- 1,000,000 minutes to be shared for voice notifications amongst the participating jurisdictions.

NOTES:

Operational SMS Text Messages: If the operational text message allotment is exceeded, prior to the EMA's yearly renewal with Rave, the EMA, may in its discretion, purchase additional operational SMS messages from Rave. In this event, all participating jurisdictions, including PARTICIPANT, agree to be responsible for a portion of the additional cost in proportion to the operational SMS text messages it used. PARTICIPANT agrees it shall promptly pay EMA upon receipt of an invoice.

Voice Notification Minutes: If the voice notification minutes are totally expended prior to the EMA's yearly renewal with Rave, the EMA, may in its discretion, purchase additional voice notification minutes from Rave. In this event, all participating jurisdictions, including PARTICIPANT, agree to be responsible for a portion of the additional cost in proportion to the minutes it used from the initial 1,000,000 minutes allocated. PARTICIPANT agrees it shall promptly pay EMA upon receipt of an invoice.

Total: \$250 (Prorated)

***Cost for 2023-2024 prorated at 6 months. Regular annual cost will be \$500 annually beginning October 1, 2024 to September 30, 2025.**

EXHIBIT A

Rave Mobile Safety Master License and Services Agreement

**RAVE WIRELESS, INC. AND SWIFTRREACH NETWORKS, LLC
MASTER LICENSE AND SERVICES AGREEMENT
APPROVED BY GSA AUGUST 12, 2021**

This Master License and Services Agreement (together with Rave's Support and Service Level Policy and all Rave order forms ["Order Forms"] entered into by the Parties, the "Agreement") governs the license of all Products and acquisition and use of all Services provided to the client referenced on the accompanying Order Form ("Client") by Rave Wireless, Inc. d/b/a Rave Mobile Safety or SwiftReach Networks, LLC, depending on which entity executed the Order Form (in either case, such entity is referred to herein as "Rave"). Each of Rave and Client shall also be referred to individually as a "Party" and collectively as the "Parties".

1. SERVICES AND PRODUCTS

1.1 Services. In consideration of the Fee(s) payable by Client pursuant to the Order Form(s), Rave shall provide the Client with (i) the Rave services specified in such Order Form(s), (ii) the related technical support services specified in Rave's Support and Service Level Policy ("Support"), and (iii) the license to Rave's related proprietary application software product(s) and Documentation (collectively, "Products") set forth in Section 1.2 below. For purposes of this Agreement, the Rave services, Support and Products referred to above in (i)-(iii), together with any Professional Services specified in the Order Form(s), are collectively referred to as the "Services".

1.2 Products License. Subject to the terms and conditions of this Agreement, Rave hereby grants to Client a limited, non-exclusive, non-transferable (except pursuant to Section 9.5 below), non-sublicensable right and license during the applicable License Term (i) to access and operate the Products, (ii) to permit Administrators to use the features and functions of the Products, and (iii) to make copies of the Documentation solely for Client's internal use by Administrators. Rave may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to Client's payment of the Fees and all other amounts that may be payable with respect to the Products, Rave shall, during the applicable License Term, make any such updates and upgrades available to Client if and when generally released to its other licensees at no additional cost (but not including any software marketed by Rave as a separate product or as a module for which additional fees are charged). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in this Agreement. Client acknowledges that Rave and its licensors own all intellectual property rights in the Products (and all derivative works thereof), and Rave expressly reserves all rights not expressly granted to Client hereunder.

1.3 Product Restrictions. Except to the extent otherwise expressly authorized by Rave under this Agreement, Client shall not, and shall not allow any third party to, copy, modify, adapt, translate, publicly display, publish, create derivative works of or distribute any of the Products. Client will not use any Product for any purpose beyond the scope of the licenses granted in Section 1.2 above. Without limiting the foregoing, Client will not (i) authorize or permit use of the Products by or for persons other than Administrators; or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Products is compiled or interpreted. Client shall duplicate all proprietary notices and legends of Rave upon any and all copies of the Products authorized to be made by Client and shall not remove, alter or obscure any such proprietary notice or legend.

2. TERM AND TERMINATION

2.1 License Term and Agreement Term. The initial term of each license to a Product under this Agreement shall be set forth in the applicable Order Form ("Initial License Term"). Except as otherwise specified in such Order Form, each license may be renewed on the same terms and conditions herein for successive one-year terms by executing a new Order in writing (each, a "Renewal License Term"), at Rave's then-current pricing not to exceed the then current GSA Schedule Pricelist. As used in this Agreement, "License Term" means the entire period during which the license to a Product is in effect. The term of this Agreement shall commence on the Effective Date of the initial Order Form entered into by the Parties and, subject to any earlier termination of this Agreement by a Party pursuant to Section 2.2 below, shall automatically expire on such date that it is not renewed ("Agreement Term").

2.2 Termination for Breach/Bankruptcy. When the Client is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, both parties shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim,

appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer, subject to Rave's rights of appeal.

2.3 Effect of Termination. Upon termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Client, the Products; (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession; and (iii) shall promptly pay all amounts due and remaining payable hereunder. Termination or expiration of this Agreement will automatically terminate all licenses granted hereunder.

2.4 Survival of Obligations. The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement (or the license to any Products hereunder), including without limitation Client's obligations to pay any amounts due and outstanding hereunder and the provisions of Sections 2.4, 4, 5, 6, 7, 8, 9 and 10 hereof, shall survive termination or expiration of this Agreement.

3. PROFESSIONAL SERVICES

Any Professional Services to be provided by Rave to Client shall be provided in accordance with the specific terms and conditions of the relevant Order Form covering such Professional Services.

4. FEES AND PAYMENTS

The license fees payable by Client for each Product and the fees payable for any related Professional Services are set forth in the applicable Order Form covering such Product(s) and/or Professional Services, as the case may be in accordance with the GSA Schedule Pricelist (collectively, "Fees"). Vendor shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current pricing of the Services) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229. Client must notify Rave, or its designee, in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Client shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period subject to the Federal Acquisition Regulation invoice dispute procedures. Rave reserves the right to charge, and Client agrees to pay, a late charge equal to the rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

5. CLIENT OBLIGATIONS

5.1 Client Operation of Products. Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Products, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall Rave have any liability arising from Client's or any Administrators' failure to operate the Products in accordance with the Documentation.

5.2 Client Compliance. Client only shall use the Services in compliance with all applicable laws, regulations, ordinances, rules or other requirements promulgated by governing authorities or imposed by Third Party Service Providers having jurisdiction over the Parties or are involved with the operation or use of the Services. Client agrees to cooperate fully with Rave to ensure that Rave and Client comply with such requirements. Client shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory threatening, obscene, or otherwise objectionable, including material that is false or misleading or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property, privacy or other laws or regulations; (ii) use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out; (iii) send messages only to individuals who have opted-in to receive messages from Client and have not opted out; or (iv) use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the

Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data. Under no circumstances shall Client make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Client shall be responsible for the compliance by all Designated Institutions and their respective Administrators, and End Users with all of the terms and conditions of this Agreement.

5.3 Client Content. If Client provides or otherwise makes available any information or any other data collected by Client or a third party regarding End Users to Rave or any Third Party Service Provider or Emergency Service Provider in connection with the operation or use of the Services (collectively, the "Client Content"), Client represents and warrants that Client has all legal rights to such Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation and use of the Services as contemplated by the Documentation and this Agreement.

6. LIMITED WARRANTY AND LIMITATIONS

6.1 Limited Warranty. RAVE WARRANTS THAT THE SERVICES AND PRODUCTS WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICES AND PRODUCTS WRITTEN MATERIALS ACCOMPANYING IT. ANY FAILURE TO FULFILL THIS WARRANTY SHALL BE HANDLED IN ACCORDANCE WITH THE PROVISIONS OF APPENDIX 1 (SUPPORT AND SERVICE LEVEL POLICY). EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RAVE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RAVE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Rave does not warrant that the Services or Products will meet Client's or any Designated Institution's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, Client acknowledges and agrees that (i) Rave cannot guarantee the performance of any Third Party Service Provider or Emergency Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers or Emergency Service Providers regarding any matters, (ii) delivery of any messages or any information regarding End Users in connection with the operation or use of the Services is not guaranteed and neither Rave nor any Third Party Service Provider or Emergency Service Provider shall be responsible for any failure of delivery, and (iii) Rave shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Client acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

6.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR, IN RAVE'S CASE, ITS REPRESENTATIVE, BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, the cumulative liability of either Party to the other and any third party for all claims arising from or relating to this Agreement and/or

the operation or use of the Services and Products shall not exceed the total amount of all Fees paid to Rave by Client under the applicable Order, regardless of whether any action or claim is based on warranty, indemnification, contract, tort, strict liability or otherwise. The existence of multiple claims will not enlarge this limit. The warranty disclaimers and exclusions and limitations of liability in this Section 6 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Rave's gross negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

7. CONFIDENTIALITY

7.1 Mutual Confidentiality Obligations. Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other Party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

7.2 Confidentiality Exceptions. The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient Party; (iii) is rightfully communicated to the recipient Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient Party; (vi) is approved for release or disclosure by the disclosing Party without restriction; or (vii) is required to be publicly disclosed by the recipient Party pursuant to applicable freedom of information laws. Each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure shall first have given written notice to the other Party (if permitted) and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make court filings. Rave recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

7.3 Disclosure of Information about End Users. Rave shall not rent, trade or sell information regarding End Users (including, but not limited to, any Client Content) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Rave may disclose any such information to Third Party Service Providers and Emergency Service Providers in connection with the operation and use of the Services or as necessary to comply with applicable laws and governmental orders and (ii) under no circumstances shall Rave or any Rave Representative be liable for the failure of Client or any third party (including, but not limited to, any Designated Institution, Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

8. INDEMNIFICATION

8.1 Except as otherwise provided below, Rave shall have the right to intervene to defend or, at its option, settle any claim, suit, or other action brought by a third party against Client directly and to the extent arising out of an allegation by such third party that any use of or access to a Product by Client as expressly authorized under this Agreement infringes any U.S. patent issued to such third party (each, a "Claim"), and Rave shall indemnify and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any such Claim finally awarded to such third party by a court of competent jurisdiction after all appeals have been exhausted or at the time of a final settlement of such Claim by Rave (collectively, "Losses"), provided that Client gives Rave (i) prompt written notice of such Claim; (ii) sole authority to control and direct the defense and/or settlement of such Claim; and (iii)

such information and assistance as Rave may reasonably request, at Rave's expense, in connection with such defense and/or settlement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Upon the occurrence of any Claim for which indemnity by Rave is or may be due under this Section 8, or in the event that Rave believes that such a Claim is likely, Rave may, at its option (I) modify the relevant Product so that it becomes non-infringing, or substitute functionally equivalent software or services; (II) obtain a license to the applicable third-party intellectual property rights; or (III) terminate this Agreement (or the license to such Product hereunder) on written notice to Client and provide a prorated refund to Client for any unused license fees under the then-current License Term. Rave shall not be liable for any costs or expenses incurred by or on behalf of Client in connection with any Claim for which indemnity by Rave is or may be due under this Section 8 without the prior written consent of an authorized officer of Rave. Rave's indemnity obligations set forth in this Section 8 shall constitute Rave's entire liability and Client's sole remedy for any actual or alleged intellectual property infringement claim with respect to the Services or Products. Notwithstanding anything herein to the contrary, Rave shall have no obligation or liability for any intellectual property infringement claim and any related losses, costs, expenses, damages and liabilities whatsoever to the extent arising from (a) the combination, operation, or use of the Product with products, services, information, materials, technologies, business methods or processes not furnished by Rave or otherwise expressly contemplated by the Documentation; (b) modifications to the Product, which modifications are not made by Rave or any party expressly authorized by Rave in writing; (c) use of the Product except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by Rave in writing; (d) failure of Client to implement any updates and upgrades provided by Rave that would make the Product non-infringing; and/or (e) any intellectual property provided or otherwise made accessible to Rave by Client or any of its Affiliates.

8.2 Reserved.

9. MISCELLANEOUS

9.1 Applicable Law/Dispute Resolution. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the Federal laws of the United States, and, where relevant, the laws of the Commonwealth of Massachusetts. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.2 Services Outside the US. If Client is interested in purchasing Services for delivery outside of the United States, Client acknowledges and agrees that, in addition to any restrictions that may be imposed on Client by any Third Party Service Provider, any such territory outside the United States may impose its own restrictions resulting from applicable law, telecommunication or internet infrastructure limitations, telecommunication or internet service provider policies, or communication device customizations that inhibit or prevent the delivery of SMS, text or other messaging, or restrict the ability to place or receive certain calls (e.g., outbound toll-free calls). Such restrictions may impede certain aspects of the Services. Rave shall not be responsible for any such impediments or any unavailability of the Services as a result thereof.

9.3 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

9.4 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service, to the Parties to the Agreement and addressed, if to Client, as set forth in the Order Form, or if to Rave, as follows:

Rave Wireless, Inc.
492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701
Attention: Chief Executive Officer

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

9.5 Assignment. Subject to the procedures set forth in FAR Part 42.1204, neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, not to be unreasonably withheld, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Rave and Client and their respective permitted successors and assigns.

9.6 Independent Contractors. Client and Rave acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

9.7 Amendment/Waiver. No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of both Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

9.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

9.9 Export Controls. Client will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

9.10 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.11 U.S. Government Licensees. Each of the components that constitute each Product is a "commercial item" as that term is defined at 48CFR 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 CFR 12.212. Consistent with 48 CFR 12.212, all U.S. Government licensees acquire the Product with only those rights set forth herein.

9.12 Immunity. If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

9.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

9.14 Signatures. This Agreement will be deemed to be executed upon the execution by the Parties of any Order Form incorporating this Agreement by reference therein.

9.15 Entire Agreement. This Agreement, together with the SLP and all Order Forms entered into by the Parties, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any terms other than as expressly provided for in this Agreement. In the event a conflict arises between this Agreement and the provisions of any other document comprising part of this Agreement, this Agreement will govern unless the other document expressly provides otherwise.

10. DEFINITIONS

10.1 "Administrators" mean personnel of Client and Designated Institutions authorized by Client to access the Products on behalf and for the benefit of Client and such Designated Institutions, respectively.

10.2 "Affiliate" means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

10.3 "Client" means the client specifically identified on the Order Form(s).

10.4 "Confidential Information" means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding End Users and all other information that either Party treats as proprietary or confidential.

10.5 "Control" and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

10.6 "Designated Institution" means any Affiliate and/or any other institution, organization, entity and person for whose benefit Client is licensing one or more Products hereunder as specified in the relevant Order Form.

10.7 "Documentation" means Rave's then-current standard product and user guides and/or related documentation generally made available to licensees of Products, as such Documentation may be modified by Rave, in its sole discretion, from time to time.

10.8 "End Users" means individuals associated with Client and/or any Designated Institution who register with Rave or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with Rave to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. During the Term, Client shall be responsible for notifying Designated Institutions and End Users that they are each subject to Rave's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).

10.9 "Privacy Policy" means Rave's Privacy Policy attached hereto as Appendix 2.

10.10 "Professional Services" means the separate support offerings for Client that are not included as part of the Support, but are provided by Rave at an additional cost as specified in the applicable Order Form(s), including, but not limited to, those related to the set-up, integration and training for each Product.

10.11 "Rave Representatives" means Rave and its Affiliates and each of their respective directors, officers, employees, contractors and other representatives.

10.12 "Support and Service Level Policy" or "SLP" means the Support and Service Level Policy for the Products set forth in Appendix 1 hereto.

10.13 "Terms of Use" means Rave's separate Terms of Use for Designated Institutions and for End Users, as such Terms of Use may be amended by Rave, in its sole discretion, from time to time.

10.14 "Third Party Service Provider" means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom Rave has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

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APPENDIX 1
(TO RAVE WIRELESS, INC. & SWIFTREACH NETWORKS, LLC MASTER LICENSE AND SERVICES AGREEMENT)

SUPPORT AND SERVICE LEVEL POLICY (“SLP”)

Purpose

This SLP sets forth Rave’s undertakings with respect to providing customer support to the Client and the service levels associated with the Services provided to Client during the Term of the Agreement.

1. Service Reliability. Rave shall provide an uptime of 99.999% for the Services, subject to scheduled updates and scheduled maintenance and to any downtime caused by the Client or by Third Party Service Providers. For unplanned downtime (an “Event”), Rave will assign a trouble severity code based on Rave’s assessment of the Event at the point of trouble identification. Rave will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	“ Sev 1 Error ” means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services	20 min.	30 min.
Sev 2	“ Sev 2 Error ” means a non-catastrophic Event causing a significant component of the Services to fail or to perform materially different than expected, creating significant inconvenience to the Client	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	2 hour
Sev 3	“ Sev 3 Error ” means an Event that: (a) has minimal current impact on the Client, and (b) causes a malfunction of a non-essential Product feature.	For Events reported during normal business hours, 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

2. Points of Contact and Escalations. If Client experiences an Event, Client may contact Rave’s customer support hotline at 888-605-7163 available 24X7X365 or by e-mail at techsupport@ravewireless.com.

- Non-Sev 1 Events are submitted via email at techsupport@ravewireless.com.
- For Sev 1 Events, Rave will provide continual support until the Event is resolved.

Client and Rave will exchange ticket numbers for tracking an Event beginning with the initial report of trouble. Client may be required to interface with any third party hardware and software vendors, carriers or other service providers.

Client Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
1 st Point of Contact				
1 st Escalation				
2 nd Escalation				

3. Carrier and Other Service Provider Related Service Guarantees. Rave does not provide any service levels or support with respect to any carrier or other Third Party Service Provider. Rave's sole responsibility with respect to carriers and other Third Party Service Providers will be to make commercially reasonable efforts to ensure availability of such third party's services.

4. Change Control Management/Update Management.

- A. Product Modifications by Rave: Rave may modify Products from time to time to install bug fixes and required updates (as deemed appropriate by Rave).
- B. Implementation of Updates/Maintenance: Rave will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to Client by Rave.
- C. Service Interruptions and Advanced Notification Requirements: Rave will provide Client with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on Services.

Rave shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Client. "Emergency" shall mean that Rave has become aware of a problem that, if an immediate remedy is not implemented, will prevent Rave from continuing to support and provide the elements and aspects of the Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether Rave has achieved its service uptime goal.

5. Availability.

Rave will have no liability for unavailability of any Services caused, in whole or in part, by Client's use of the Services other than in accordance with the terms and conditions of the Agreement or the Documentation, by any Designated Institution's operation or End User's use of the Services other than in accordance with Rave's applicable then-current Terms of Use, or for any causes beyond the reasonable control of Rave or that are not reasonably foreseeable to Rave, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, the failure or unavailability of any services provided by Third Party Service Providers or Emergency Service Providers, or any inaccuracy or insufficiency in any information regarding End Users.

6. Service Credits.

Credits for Failure to Achieve Service Level Standards: If Rave experiences any Severity 1 Downtime during a particular month, Client shall also be eligible to receive a credit equal to the pro-rated dollar value of three (3) times the actual number of minutes during such month related to the service level failure. "Downtime" means the total number of minutes during such month that the Service was unavailable at a Sev 1 Severity Code during that month.

7. Credit Requests and Payment.

To request a credit, Client must send an email to Rave at finance@ravemobilesafety.com within ten (10) days of the end of the calendar month in which the failure occurred. Client must include the Client Name, Contact Name and email address, and dates and times of unavailability. If Rave confirms that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges.

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APPENDIX 2
(TO RAVE WIRELESS, INC. & SWIFTRREACH NETWORKS, LLC MASTER LICENSE AND SERVICES AGREEMENT)

PRIVACY POLICY

[attached hereto]

Rave Alert and Rave Guardian Privacy Policy

Date of Last Revision: May 1, 2020

Introduction

This Privacy Policy applies to data collection by Rave Mobile Safety, Inc. ("Rave Mobile Safety," "we" or "us") via Rave Mobile Safety-branded apps including Rave Alert (getrave.com) and the Rave Guardian mobile app (each, a "Site" and collectively the "Sites") and shall apply to your use of the Sites and their capabilities and services ("Services"). This Privacy Policy excludes services that state that they are offered under a different privacy policy. This Privacy Policy governs the manner in which Rave Mobile Safety collects information from you ("User" or "you") on the Sites.

Our Privacy Policy explains: (1) what information we collect and why we collect it; (2) how we use and share that information; (3) the choices we offer, including how to access and update information. Specifically, our Privacy Policy covers the following topics:

1. When This Privacy Policy Applies
2. Terms of Service
3. Information We Collect
4. How We Use Information We Collect
5. Our Legal Basis for Collecting Personal Data
6. Information We Share
7. Your Failure to Provide Personal Data
8. Our Retention of Your Personal Data
9. Your Choices and Accessing, Updating or Deleting Your Personal Data
10. Our Opt-in/Out-out Policy
11. Third Party Links
12. International Transfer
13. How We Protect Personal Data
14. Children
15. Direct Marketing and "Do Not Track" Signals
16. Changes to this Privacy Policy
17. How to Contact Us

Please familiarize yourself with our privacy practices and let us know if you have any questions. By using the Sites, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Sites.

Irrespective of which country you live in, you authorize us to transfer, store, and use your information in the United States and Canada, unless otherwise agreed upon between Rave Mobile Safety and your school or employer. The privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our data transfer operations in the "International Transfer" section below. If you do not agree to the transfer, storage and use of your information in the countries where we operate, please do not use the Sites.

If you have any questions or comments about this Privacy Policy, please submit a request to privacy@ravemobilesafety.com.

When this Privacy Policy Applies

Our Privacy Policy applies to the services offered by Rave Mobile Safety on the Sites and excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you, or other sites linked from our services or Sites. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Terms of Use

By accessing or using the Sites in any manner, you also agree to be bound by Rave Mobile Safety's Terms of Use (the "Agreement"). Please read the Agreement carefully. If you do not accept all of the terms and conditions contained in or incorporated by reference into the Agreement, please do not use the Sites.

Information We Collect

We collect information, including personal data, to provide better services to all our Users. We use the term "Personal Data" to refer to any information that identifies or can be used to identify you. Common examples of personal data include: first and last name, address, email address, business email address, organization name, phone, digital identity such as a login name or handle, information about your device, and certain metadata.

"Sensitive Personal Data" refers to a smaller subset of personal data which is considered more sensitive to the individual, such as race and ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric information, physical or mental health information, medical insurance data, or sexual orientation. Rave Mobile Safety does not collect or use Sensitive Personal Data through these Sites and asks that you do not provide Sensitive Personal Data to us.

We collect Personal Data in the following ways:

1. Information You Give to Us

When registering for our Services, you may choose to provide us with personal data such as your name, phone number, email address, address, and medical or household information. When using our Services, you may provide us with information sent between you and individuals authorized to administer our services. This information may include location and address information you elect to share with the Services. You may also provide us with Personal Data about yourself when your report a problem or have a question about our Sites or services. Please note that if you do not provide us with Personal Data, your ability to use certain aspects of our products and services may be limited.

2. Information We Obtain from Your Use of Our Sites

We collect certain information automatically, such as your operating system version, browser type, and internet service provider. When you use our Sites, we automatically collect and store this information in service logs. This includes: details of how you used our Sites; Internet protocol address; and cookies that uniquely identify your browser. We may also collect and process information about your actual location. The information we collect automatically is statistical data and may or may not include Personal Data, but we may maintain it or associate it with Personal Data we collect in other ways or receive from third parties.

3. Information our Customers May Give Us About You

Others buying our services for your use, such as your employer or your school, have the option to provide us with personal data and your eligibility to use the Services they purchased. The information provided by your employer or school may include your name, phone number, email address and address.

4. Cookies

We and our partners use cookies to collect and store information when you visit one of our services, and this may include using cookies or similar technologies to identify your browser or device. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our services. For more information about our use of cookies, including details on how to opt-out of certain cookies, please see our [Cookie Policy](#).

How We Use Information We Collect

We use your personal data in ways that are compatible with the purposes for which it was collected or authorized by you, including for the following purposes:

1. To inform you about services available from Rave Mobile Safety;
2. To authorize access to our Sites and Services;
3. To provide you with Services;
4. To improve our customer service;
5. To respond to and support customers regarding their use of the Sites and Services;
6. To comply with all applicable legal requirements.
7. To investigate possible fraud or other violations of our Terms of Use or this Privacy Policy and/or attempts to harm our Users.

We use the information we collect from our Sites to provide, maintain, and improve them, to develop new services, and to protect our Company and our customers.

We may use information collected from cookies and other technologies, to improve your user experience and the overall quality of our services. For example, by saving your language preferences, we'll be able to have our services appear in the language you prefer. We may use your personal information to see which web pages you visit at our Sites and we may then develop statistics that help us understand how our visitors use our Sites and how to improve them. We

may also use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

We will ask for your consent before using information for a purpose other than those set out in this Privacy Policy.

Our Legal Basis for Collecting Personal Data

Whenever we collect Personal Data from you, we may do so on the following legal bases:

1. Your consent to such collection and use;
2. Out of necessity for the performance of an agreement between us and you, such as your agreement to use our services and products;
3. Our legitimate business interest, including but not limited to the following circumstances where collecting or using Personal Data is necessary for:
 - Intra-company transfers for client data for administrative purposes;
 - Product development and enhancement, where the processing enables Rave Mobile Safety to enhance, modify, personalize, or otherwise improve our services and communications for the benefit of our customers, and to better understand how people interact with our Sites;
 - Fraud detection and prevention;
 - Enhancement of our cybersecurity, including improving the security of our network and information systems; and
 - General business operations and diligence;

Provided that, in each circumstance, we will weigh the necessity of our processing for the purpose against your privacy and confidentiality interests, including taking into account your reasonable expectations, the impact of processing, and any safeguards which are or could be put in place. In all circumstances, we will limit such processing for our legitimate business interest to what is necessary for its purposes.

Information We Share

We do not share personal information collected through the Sites with companies, organizations and individuals outside of the Company unless one of the following circumstances applies:

1. With your consent. We will share personal data with companies, organizations or individuals outside of Rave Mobile Safety when we have your consent to do so.

2. Enterprise accounts. Your employer or school may offer you access to our Services. We will share personal data you provide with your employer or school. Your employer or school can review and manage your use of such enterprise Services.

3. For external processing. We provide personal information to our affiliates or other trusted businesses or partners to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures. These third parties include communication service providers, Emergency Service Providers and public safety agencies. Specific examples of permitted disclosure of personal data include:

1. Your wireless phone number may be submitted to other service providers in order to locate the device during an emergency or transmit messages that you send or receive.
2. In the event an emergency call or other direct communication is placed from your phone or device, and provided that the agency receiving the call uses our Services, your information may be displayed on the answering operator's workstation screen or to emergency responders.
3. In the event a non-9-1-1 call is made to a public safety agency from your phone and is then routed into a 9-1-1 system, if the receiving 9-1-1 agency uses our Services, your information may be displayed on the 9-1-1 operator's workstation screen. In these situations, once information is passed to the local 9-1-1 authorities, we no longer have control over the transmission of the information. It may be conveyed verbally over an unsecured radio or transmitted in some other way to the responding emergency response team or others.
4. In the event an Emergency Service Provider uses The Services database query tools, and your information includes an address within the querying Emergency Service Provider's jurisdiction, and a portion of your information matches the Emergency Service Provider's query criteria, and if you have elected to participate in this portion of the our Services, your information will be displayed in the search results presented to the Emergency Service Provider.

It is our policy to only share Personal Data with contractors, service providers and other third parties who are bound by contractual obligations to keep Personal Data confidential and use it only for the purposes for which we disclose it to them. Under certain circumstances, you may avoid having us share your information with our business partners and vendors by not granting us permission to share your information. Not granting us permission to share your information with our business partners or vendors may limit your access to their services through the Sites. We do not share personal information with third parties for their own marketing purposes.

4. For Legal Reasons. We will share Personal Data with companies, organizations or individuals outside of Rave Mobile Safety if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

1. Meet any applicable law, regulation, legal process or enforceable governmental request.
 2. Enforce applicable Terms of Service, including investigation of potential violations.
 3. Detect, prevent, or otherwise address fraud, security or technical issues.
 4. Protect against harm to the rights, property or safety of Rave Mobile Safety, our Users or the public as required or permitted by law.
- We attempt to notify Users about legal demands for their personal data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our

discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

5. Business Transfers. As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, Personal Data about our users is often a transferred business asset. In the event that Rave Mobile Safety itself or substantially all of our assets are acquired, Personal Data about our users may be one of the transferred assets.

6. Aggregate Site Use Information. We may share aggregate and anonymized/pseudonymized Personal Data to advertisers and other third parties in order to promote or describe use of the Sites.

Your Failure to Provide Personal Data

Your provision of Personal Data is required in order to use certain parts of our Sites and services. If you fail to provide such Personal Data, you may not be able to access and use our services on our Sites or parts of our services available via the Sites.

Our Retention of Your Personal Data

We may retain your Personal Data for a period of time consistent with the original purpose for collection. For example, we keep your Personal Data for no longer than reasonably necessary for your use of our products and services and for a reasonable period of time afterward. We also may retain your Personal Data during the period of time needed for us to pursue our legitimate business interests, conduct audits, comply with our legal obligations, resolve disputes, maintain security, prevent fraud and abuse, and enforce our agreements.

If your account is removed from our sites and services, we generally delete account information within 30 days of account removal, except as noted below. We retain your Personal Data even after you have closed your account if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Use, or fulfill your request to “unsubscribe” from further messages from us.

Your Choices and Accessing, Updating or Deleting Your Personal Data

Whenever you use our services, we aim to provide you with choices about how we use your personal data. We also aim to provide you with access to your Personal Data. If that information is wrong, we strive to give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. Subject to applicable law, you may obtain a copy of personal information we maintain about you or you may update or correct inaccuracies in that information through your Profile or Account, or by contacting us at privacy@ravemobilesafety.com. To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to the information. In addition, if you believe that personal information we maintain about you is inaccurate, subject to applicable law, you may have the right to request that we correct or amend the information by contacting us as indicated in the How to Contact Us section below.

- **European Users' Rights With Respect to Personal Data**

Some data protection laws, including the European Union's General Data Protection Regulation ("GDPR"), provide you with certain rights in connection with Personal Data you have shared with us. If you are resident in the European Economic Area, you may have the following rights:

- 1. The right to be informed:** You are entitled to be informed of the use of your Personal Data. This Privacy Policy provides such information to you.
- 2. The right of access:** You have the right to request a copy of your Personal Data which we hold about you.
- 3. The right of correction:** You have the right to request correction or changes of your Personal Data if it is found to be inaccurate or out of date.
- 4. The right to be forgotten:** You have the right to request us, at any time, to delete your Personal Data from our servers and to erase your Personal Data when it is no longer necessary for us to retain such data. Note, however, that deletion of your Personal Data will likely impact your ability to use our services.
- 5. The right to object (opt-out):** You have the right to opt-out of certain uses of your Personal Data, such as direct marketing, at any time.
- 6. The right to data portability:** You have the right to a "portable" copy of your Personal Data that you have submitted to us. Generally, this means your right to request that we move, copy or transmit your Personal Data stored on our servers / IT environment to another service provider's servers / IT environment.
- 7. The right to refuse to be subjected to automated decision making, including profiling:** You have the right not to be subject to a decision and insist on human intervention if the decision is based on automated processing and produces a legal effect or a similarly significant effect on you.
- 8. The right to lodge a complaint with a supervisory authority:** You may contact us using the contact information below, and we will consider your request in accordance with applicable laws.

- **Changing or Deleting Your Information**

You may update your information stored on the Sites at any time, as applicable to your Sites and Services:

1. Where you have been given access to the Sites and Services, you may update your information in the "My Profile", and/or "My Account" areas.
2. Where your organization provides your information on your behalf, you must contact the organization to access this information or request changes to your information.

You may also update or correct information about yourself by emailing us at privacy@ravemobilesafety.com. We may retain an archived copy of your records as required by law, to comply with our legal obligations, to resolve disputes, to enforce our agreements or for other legitimate business purposes.

We may contact you to request that you update your Personal Data on a regular basis to ensure its integrity for the purposes of ongoing data management.

- **Our Opt-in/Opt-out Policy**

By providing an email address or other contact information on the Rave Mobile Safety Sites, you agree that we may contact you in the event of a change in this Privacy Policy, to provide you with any service related notices, or to provide you with information about our events, invitations, or related educational information.

For purposes of this Privacy Policy, "opt-in" is generally defined as any affirmative action by a user to submit or receive information.

We currently provide the following opt-out opportunities:

1. At any time, you can follow a link provided in offers, newsletters or other messages (except for e-commerce confirmation or service notice emails) received from us to unsubscribe from the service.
2. At any time, you can contact us through privacy@ravemobilesafety.com or the address provided below to unsubscribe from the service and opt-out of our right per your consent under the terms of this Privacy Policy to share your Personal Data.
3. Where you have been given access to the Sites and Services, you may update your subscription settings in your account.
4. Where your organization may provide your information on your behalf, you must contact the organization to access this information or request changes to your information.

Notwithstanding anything else in this Privacy Policy, please note that we always reserve the right to contact you in the event of a change in this Privacy Policy, or to provide you with any service-related notices.

Third Party Links

The Sites may contain links to webpages operated by parties other than Rave Mobile Safety. We do not control such websites and are not responsible for their contents or the privacy policies or other practices of such websites. Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. Further, it is up to the User to take precautions to ensure that whatever links the User selects or software the User downloads (whether from this Site or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. These websites and services may have their own privacy policies, which the User will be subject to upon linking to the third party's website. Rave Mobile Safety strongly recommends that each User review the third party's terms and policies.

International Transfer

We are committed to complying with applicable laws, regulations and mandatory government standards regarding the protection of Personal Data.

Since we are a global organization, Personal Data and any additional information submitted may be used globally in connection with employment, business processes within Rave Mobile Safety, or communicating with our clients. Therefore, Personal Data may be transferred to other Rave

Mobile Safety entities worldwide, where it will be processed in accordance with this Privacy Policy and laws that are applicable in each country. Countries where we process data may have laws which are different, and potentially not as protective, as the laws of your own country.

If we transfer your Personal Data out of your jurisdiction, we will implement suitable safeguards and rely on legally provided mechanisms to lawfully transfer data across borders to ensure that your Personal Data is protected.

How We Protect Personal Data

Rave Mobile Safety maintains administrative, technical and physical safeguards designed to protect the User's Personal Data and information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account technological reality, cost, the scope, context and purposes of processing weighted against the severity and likelihood that the processing could threaten individual rights and freedoms. For example, we use commercially reasonable security measures such as encryption, firewalls, and transport layer security (TLS) or hypertext transfer protocol secure (HTTPS) to protect Personal Data.

If Rave Mobile Safety collects account information for payment or credit, Rave Mobile Safety will use the information only to complete the task for which the account information was offered.

Children

We do not intentionally collect any information about children under the age of 13 unless and until a relevant institution has provided consent and authorization for a child under the age of 13 to use the Sites or services and for us to collect information from such child. If you believe that we might have inadvertently collected personal information from a child under age 13 without proper consent, please contact us at privacy@ravemobilesafety.com. If we learn that we have inadvertently collected the personal information of a child under 13, or equivalent minimum age depending on jurisdiction, without proper consent, we will take steps to delete the information as soon as possible.

Direct Marketing and “Do Not Track” Signals

Rave Mobile Safety does not track its customers over time and across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third-party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser may include controls to block and delete cookies, web beacons and similar technologies, to allow you to opt out of data collection through those technologies.

Privacy Rights of California Residents

California residents are entitled under the California Consumer Privacy Act to contact us for various purposes, including to request information about whether we have disclosed personal information to third parties for their direct marketing purposes. We do not disclose personal information to third parties for their direct marketing purposes. California residents have the right to be informed as to what personal information about them we may have, how we collected and may

use that information and how to have it corrected or deleted, and may request further information about our compliance with this law by contacting us by one of the means listed in the “How to Contact Us” section below.

Changes to this Privacy Policy

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services or products, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.

How to Contact Us

If you have any specific questions about this Privacy Policy, you can contact us via email or phone, or by writing to us at the address below.

Rave Mobile Safety, Inc.
Attn: Privacy Policy Inquiry
492 Old Connecticut Path
2nd Floor
Framingham, MA 01701

Toll-free: 888-605-7164

privacy@ravemobilesafety.com

Rave Smart 911 Privacy Policy

Last revision: March 6, 2017

Rave Mobile Safety ('Rave' or 'we', 'us' or 'our') is committed to protecting your privacy. Please read the following to learn more about our privacy policy (the 'Privacy Policy'). This Privacy Policy explains our practices regarding the collection, use, disclosure, and protection of information that is collected through our products, services, applications and our website (collectively, the 'Service' or 'Services'), as well as your choices regarding the collection and use of information. Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

Collection of your Personal Information

To use the Services and/or create a Subscriber Account, you must provide personal information such as name, e-mail address, physical address and phone number.

You may choose to provide additional personal information in your Subscriber Account. The types of additional personal information collected may include driver's license number, license plate number, photos, and date of birth. You may also include personal health information such as medical and health conditions, medical devices and medications. This additional information is OPTIONAL and is provided at your sole discretion. It is your responsibility to determine how much or how little information you wish to make available.

If you are a legal guardian or parent of a minor, you may provide the Service with personal information including personal health information about the minor and we will treat it under this Privacy Policy.

You have Control over your Personal Information

You can change your Subscriber Account at any time, whether it is the information supplied at registration, as part of maintaining your Subscriber Account, or anything else. You may add, modify, or remove information on your Subscriber Account by logging into www.smart911.com and accessing your profile.

You may add or remove which Services you choose to participate in at any time, by logging into www.smart911.com and modifying your preferences.

You may cancel any or all of the Services at any time by logging into www.smart911.com, and accessing account settings.

You also understand that we use your personal information to provide you with the Services. If you refuse to provide us with the personal information we require or later withdraw your consent to use and disclose this information, we may no longer be able to provide you with these Services.

Sharing and Use of your Personal Information

Rave will not rent nor sell nor otherwise disclose your Subscriber information to anyone except as set out herein. In accordance with the specific Services you choose to participate in, the information you provide to the Services will be used, made available to others, and otherwise handled for these purposes.

Your information may be made available to participating safety and emergency response services during specific emergency incidents, including without limitation, 9-1-1 or equivalent, fire, police, emergency medical, emergency management, campus safety officials and public health services (collectively, "Emergency Service Providers").

Your information may be searchable to participating Emergency Service Providers for the purposes of emergency planning and/or response.

Your name, address, phone number and/or email may be used by authorized users ("Users") to send emergency and general interest notifications to you via various communication methods (e.g. voice calls, text messaging, email, etc.).

Your location and Subscriber information may be shared with other individuals that you have designated as Guardians.

In the event you send a "Tip", your Subscriber Information may be viewed by an Emergency Service Provider, unless the Emergency Service Provider receiving your Tip has configured the service to be anonymous.

When you invite a Guardian, we may send such person a message on your behalf using your name and contact details. We may also send reminders to them in your name.

We may release personal information when we believe in good faith that release is necessary to comply with laws including to comply with subpoenas, court orders, or other requests (including criminal and civil matters), or to enforce or apply our Terms of Use and other agreements; or to protect the rights, property, or safety of Rave, our employees, our users, or others. Notwithstanding anything to the contrary herein, we may retain personal information to comply with applicable law or as necessary in connection with legal proceedings.

We may share non-personal information such as aggregated non-identifying information to third parties. Our Service may automatically collect usage information, such as the numbers and frequency of visitors to our site and users who use our Service. We use this information in aggregate form and not in a manner that would identify you personally.

We may store or archive snapshots of then-current Subscriber information as it's made available to Emergency Service Providers, for the period of time dictated by Emergency Service Providers record keeping policies.

If the ownership of all or a substantial part of our business changes, we may transfer your information to a new owner so that the Service can continue to operate. In such a case, your information would remain subject to the terms of this Privacy Policy, unless you otherwise consent to the terms of a new or different policy.

The specific circumstances under which we may share your Subscriber Information will vary based on the information you provide, the Services you elect to participate in, and how you use the Services. Rave is not responsible for the actions or inactions of any third party receiving your Subscriber Account as permitted herein, including without limitation the disclosure or use of Subscriber Account information by such third party. These third parties may have their own respective privacy policies governing their use, protection and disclosure of your Subscriber Account.

Cookies and Log Files

We may use cookies and web log files to track Subscriber usage on an aggregate and anonymous basis. We do this for the purposes of continually improving our service, and simplifying your use of the Services. With both cookies and log files, the information that we collect and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address.

Security of Your Personal information

Rave has security measures in place to protect against the loss, misuse and unauthorized alteration of the information under our control. We use practices, such as encryption, firewalls, and password protection systems to safeguard the information in your Subscriber Account. Your Subscriber Account is also protected by a password for your privacy and security. However, Rave cannot guarantee the security of user account or other personal information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

Children’s Online Privacy Protection Act

In accordance with the Children’s Online Privacy Protection Act (“COPPA”), Rave does not market to, or seek or expect or have any reason to expect any contact or information or registration from minors. If you are a minor less than 13 years old, please do not register for Services or provide any personal information about you to us. If you are less than 16 years old, do not provide any personal health information about yourself to us. If we learn that we have collected personal information including personal health information from a minor without the appropriate consent, we will delete that information.

Changes to this Privacy Policy

Rave Wireless may update this Privacy Policy at any time. The latest version of the Privacy Policy will always be available here, and the most recent revision date will be indicated at the top of this page. Please check this page occasionally to make sure you are aware of any updates. Questions regarding this Privacy Policy may be submitted here.

RAVE PANIC BUTTON PRIVACY POLICY

Last revision: March 17, 2017

Rave Mobile Safety ('Rave' or 'we', 'us' or 'our') is committed to protecting your privacy. Please read the following to learn more about our privacy policy (the 'Privacy Policy'). This Privacy Policy explains our practices regarding the collection, use, disclosure, and protection of information that is collected through our products, services, applications and our website (collectively, the 'Service' or 'Services'), as well as your choices regarding the collection and use of information. Capitalized terms that are not defined in this Privacy Policy have the meaning given them in our Terms of Use.

Collection of your Personal Information

To use the Services and/or create a Subscriber Account, you must provide personal information such as name, e-mail address, physical address and phone number.

You also understand that we use your personal information to provide you with the Services. If you refuse to provide us with the personal information we require or later withdraw your consent to use and disclose this information, we may no longer be able to provide you with these Services.

Sharing and Use of your Personal Information

Rave will not rent nor sell nor otherwise disclose your Subscriber information to anyone except as set out herein. In accordance with the specific Services you choose to participate in, the information you provide to the Services will be used, made available to others, and otherwise handled for these purposes.

- Your information may be made available to participating safety and emergency response services during specific emergency incidents, including without limitation, 9-1-1 or equivalent, fire, police, emergency medical, emergency management, campus safety officials and public health services (collectively, "Emergency Service Providers").
- Your information may be searchable to participating Emergency Service Providers for the purposes of emergency planning and/or response.
- Your name, address, phone number and/or email may be used by authorized users ("Users") to send emergency and general interest notifications to you via various communication methods (e.g. voice calls, text messaging, email, etc.)
- We may release personal information when we believe in good faith that release is necessary to comply with laws including to comply with subpoenas, court orders, or other requests (including criminal and civil matters), or to enforce or apply our Terms of Use and other agreements; or to protect the rights, property, or safety of Rave, our employees, our users, or others. Notwithstanding anything to the contrary herein, we may retain personal information to comply with applicable law or as necessary in connection with legal proceedings.
- We may share non-personal information such as aggregated non-identifying information to third parties. Our Service may automatically collect usage information, such as the numbers and frequency of visitors to our site and users who use our Service. We use this information in aggregate form and not in a manner that would identify you personally.
- We may store or archive snapshots of then-current Subscriber information as it's made available to Emergency Service Providers, for the period of time dictated by Emergency Service Providers record keeping policies.

- If the ownership of all or a substantial part of our business changes, we may transfer your information to a new owner so that the Service can continue to operate. In such a case, your information would remain subject to the terms of this Privacy Policy, unless you otherwise consent to the terms of a new or different policy. The specific circumstances under which we may share your Subscriber Information will vary based on the information you provide, the Services you elect to participate in, and how you use the Services. Rave is not responsible for the actions or inactions of any third party receiving your Subscriber Account as permitted herein, including without limitation the disclosure or use of Subscriber Account information by such third party. These third parties may have their own respective privacy policies governing their use, protection and disclosure of your Subscriber Account.

Cookies and Log Files

We may use cookies and web log files to track Subscriber usage on an aggregate and anonymous basis. We do this for the purposes of continually improving our service, and simplifying your use of the Services. With both cookies and log files, the information that we collect and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address.

Security of Your Personal information

Rave has security measures in place to protect against the loss, misuse and unauthorized alteration of the information under our control. We use practices, such as encryption, firewalls, and password protection systems to safeguard the information in your Subscriber Account. Your Subscriber Account is also protected by a password for your privacy and security. However, Rave cannot guarantee the security of user account or other personal information. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time.

Children's Online Privacy Protection Act

In accordance with the Children's Online Privacy Protection Act ("COPPA"), Rave does not market to, or seek or expect or have any reason to expect any contact or information or registration from minors. If you are a minor less than 13 years old, please do not register for Services or provide any personal information about you to us. If you are less than 16 years old, do not provide any personal health information about yourself to us. If we learn that we have collected personal information including personal health information from a minor without the appropriate consent, we will delete that information.

Changes to this Privacy Policy

Rave Wireless may update this Privacy Policy at any time. The latest version of the Privacy Policy will always be available here, and the most recent revision date will be indicated at the top of this page. Please check this page occasionally to make sure you are aware of any updates. Questions regarding this Privacy Policy should be sent to techsupport@ravemobilesafety.com.

EXHIBIT B

Rave Terms of Use

Terms of Use

Date of Last Revision: October 2021

These Terms of Use (the "**Terms**") describe the terms under which you may access and use the mobile and web-based messaging and telecommunication services (the "**Services**") provided by Rave Wireless, Inc. dba Rave Mobile Safety ("**Rave**") and, if applicable, the client of Rave who has licensed certain applications from Rave and through which you were granted access to the services (the "**Client**").

The Services are a set of applications accessed through the web or mobile devices, the features of which vary based on which applications are licensed and to which you are granted access to and for which you register. These Terms may be modified by Rave at any time without prior notice. Changes to the Terms will be posted on this page, and this page will indicate at the top the date these Terms were last revised. You agree to be bound by any such modifications once they are posted on this web site (the "**Site**"), and your continued registration to use, or use of, the Services following any such posting constitutes your acceptance of such modifications.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Messaging

At any time you may stop SMS messages from being sent to your phone by simply texting STOP to 226787 or 67283 or 78015 or 77295 from your registered mobile phone. You will no longer receive text messages from Rave if you utilize this service. Text INFO or HELP to 226787 or 67283 or 78015 or 77295 from your registered mobile phone and you will be sent a text message with simple instructions.

By registering for this service you will periodically receive text messages. Message frequency may vary. Message and data rates may apply.

This service is compatible with the products and services provided by: Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, MetroPCS, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless.

Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond Verizon's control may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that Verizon does not guarantee that alerts will be delivered.

T-Mobile and its affiliated brands are not responsible for delayed or undelivered messages.

Eligibility; Term

By using the Services, you represent that you have either reached the age of majority where you live or have valid parent or legal guardian consent to be bound by these Terms. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parent or legal guardian for help and consent before registering for the Services or using the Services. If you are the parent or legal guardian of a minor who registers for the Services or uses the Services, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the Services. If you have not reached the age of majority and do not have valid parent or legal guardian consent to agree to these Terms, you must not use the Services or any Rave application.

Any registration by, use of or access to the Site or the Services by anyone under 13 is unauthorized, unlicensed and in violation of these Terms. You are responsible for obtaining access to the Services and acknowledge that such access may involve third party fees (such as Internet service provider, SMS, mobile data usage or other airtime charges). You are responsible for any such fees and any and all equipment necessary to access the Services. By agreeing to these Terms or by using the Services, the Site and the Rave applications and services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions hereof. These Terms shall remain in full force and effect until your registration is terminated. Rave, at its sole discretion, may restrict or terminate your use of the Services for any reason, at any time. If Rave restricts or terminates your use of the Services because you have breached these Terms, you shall remain obligated under these Terms.

Registration

As part of the registration process, you or the Client must provide certain data and personally identifiable information (such as name, address, telephone number, account number, equipment identifiers, and Internet Protocol address that you or the Client makes available to Rave) about you (collectively, "**PII**"). You acknowledge and agree that you are responsible for the accuracy and completeness of your PII, whether provided to Rave by you or by the Client, and that the effectiveness of the Services will depend in part upon the accuracy and completeness of your PII. You agree to (a) provide to Rave and the Client accurate, current and complete PII and (b) maintain and promptly update such PII to keep it accurate, current and complete. You further agree that Rave or the Client may, but is not obligated to, contact you from time to time through the Services or otherwise to verify the accuracy and completeness of your PII.

You will utilize a password that will enable you to access the Services. You are responsible for maintaining the confidentiality of your password, and you are fully responsible for all activities that occur through the use of your password. You agree to immediately notify Rave of any unauthorized use of your password or any other breach of security. You agree that the Client (if applicable), Rave or the wireless carrier providing access to the Services shall not be liable for any loss or damage arising from your failure to comply with the foregoing.

Member Conduct

You acknowledge and agree that Rave or the Client each has the right, but not the obligation, to monitor, review and delete any messages, images or any other content that you publish, display or otherwise transmit directly or indirectly through the Services or the Site ("User Content") that in either of their sole judgment violates these Terms, might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of others. You further agree to abide by any applicable Client terms and policies regarding or relating to the use of the Services. You agree that Rave shall have the right to suspend or remove any member who violates these Terms or any such policy at any time and without advanced notice to the member.

- You acknowledge and agree to the following with respect to use of the Services:
- You will not publish, display or otherwise transmit, directly or indirectly through the Services, User Content that is unlawful, abusive, harassing, libelous, fraudulent, defamatory, obscene or threatening;
- You may not knowingly restrict or inhibit any other user from using and enjoying the Services;
- You will not collect or use information about other users;
- You may not impersonate any other person or entity, or misrepresent your affiliation with any other person or entity;
- You may not knowingly post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- You will not post or transmit any information or content to which you do not have a right to post or transmit or that you do not wish to transmit to others;
- You will not in any way express or imply that any opinions contained in your communications are endorsed by Rave, or that the accuracy of any facts or circumstances described by you have been verified by Rave; and
- You may not use the Services in any way for sending Spam. Spam is defined for these purposes as unsolicited email, text messages or voice messages directed to people not personally known to you, including but not limited to junk mail, chain letters or other unsolicited bulk email, commercial or otherwise or any email or text message sent that Rave reasonably believes constitutes Spam, based on applicable laws and industry practices.

In the event that any User Content that violates the foregoing is posted on or through the Services or you are otherwise exposed or subject to offensive, indecent, objectionable, or otherwise damaging User Content, you agree that you shall hold harmless and waive any right to damages from the Client, the wireless carrier providing access to the Services or Rave related to such User Content. You further agree that you will notify the Client, if applicable, of such User Content.

Emergency Response Contact Service – Additional Terms

The Services may include a feature alerting an emergency response service (such as 911 or a private or public security force or emergency personnel) of a possible emergency. If this type of emergency response contact service is part of the Services provided to you, you expressly consent to Rave's disclosure of PII to any emergency response service or other emergency personnel in connection with the Services. You acknowledge that neither the Client (if applicable) nor Rave is responsible for any such emergency response services nor guarantees the accuracy, integrity or quality of any emergency response service.

You acknowledge that any emergency response contact service included as part of the Services is not intended to replace or as a substitute for traditional 911 service or contacting a police or security force or other emergency personnel directly and that you are responsible for determining whether to use Rave's emergency response contact service or a traditional 911 service, or whether to contact a police or security force or other emergency personnel directly.

Links

The Client may, based upon the Rave applications it provides, provide links to other websites or resources of possible interest to members. Because Rave and the Client have no control over such websites or resources, you acknowledge and agree that the Client and Rave are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that neither the Client nor Rave shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resource. All such websites are subject to their own policies and procedures.

Privacy and Disclosure of Information

Terms regulating the handling of PII with respect to the Services are described in the Rave Privacy Policy, which is an integral part of these Terms. By accepting these Terms, you are also acknowledging that you have also reviewed and are accepting the Rave Privacy Policy, as it may be amended from time to time.

You acknowledge and agree that you are granting Rave and the Client (if applicable) access to your PII and that the Client and Rave may provide to each other your PII, in each case in connection with the Services.

You understand and agree that the Client or Rave may send you certain communications, such as announcements, newsletters, service announcements and other administrative messages, and that these communications are considered part of your membership. Your ability to opt out of these communications will be governed by applicable laws, the Client's policies and Rave's policies. By using the Services, you agree that Rave and the Client may communicate with you by SMS, MMS, telephone, email, mobile app or other means and that information about your usage of the Services may be communicated to Rave by wireless carriers and other service providers.

You acknowledge that neither Rave nor the applicable Client shall be responsible for the actions or inactions of any third party to whom or to which PII is disclosed as permitted herein or in the Privacy Policy, including without limitation the disclosure or use of your PII by such third party.

Disputes

If there is any dispute between you and Rave about or involving the Services or these Terms, you agree that the dispute will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions and you also agree to personal jurisdiction by and venue exclusively in the state and federal courts of the Commonwealth of Massachusetts.

Disclaimer of Warranties; Limitation of Liability

THE SERVICES ARE PROVIDED "AS-IS" AND, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE CLIENT (IF APPLICABLE) AND RAVE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER THE CLIENT NOR RAVE GUARANTEES OR PROMISES ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. THE SERVICES MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY A MEMBER FROM THE CLIENT, RAVE OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL THE CLIENT OR RAVE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, GENERAL, COMPENSATORY, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR LOST PROFITS ARISING FROM YOUR USE OF, OR OTHERWISE RELATING TO, THE SERVICES, INCLUDING WITHOUT LIMITATION, EMOTIONAL DISTRESS, BODILY OR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE, EVEN IF THE CLIENT OR RAVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF THE CLIENT OR RAVE TO YOU RELATING IN ANY WAY TO THE SERVICES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO THE CLIENT OR RAVE FOR USE OF THE SERVICES DURING THE TERM OF MEMBERSHIP, OR (B) \$100.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT RESULTING FROM INTERRUPTION, MALFUNCTION, INEFFECTIVENESS, OR UNAVAILABILITY OF THE SERVICES ATTRIBUTABLE TO ANY ACT OF GOD, FIRE, STRIKE, EMBARGO, WAR, TERRORIST ATTACK, INSURRECTION, RIOT, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL.

YOU ACKNOWLEDGE THAT THE AVAILABILITY, SPEED AND EFFECTIVENESS OF THE SERVICES WILL DEPEND IN PART UPON TELECOMMUNICATIONS, INTERNET, VOICE BROADCASTING, VOICE MESSAGING AND OTHER THIRD PARTY SERVICE PROVIDERS PROVIDING MOBILE TELEPHONE, INTERNET OR OTHER INTERMEDIARY SERVICES TO YOU THAT ALLOW OR RELATE TO THE USE OF THE SERVICES BY YOU. NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT ATTRIBUTABLE TO ANY SUCH THIRD PARTY.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OF ANY COMMUNICATIONS NETWORK, SERVERS OR SERVICE PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, TRAFFIC CONGESTION OR ANY COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO ANY COMPUTER RESULTING FROM USE OF THE SERVICES.

RAVE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM OR DAMAGE TO THE EXTENT RESULTING FROM THE CLIENT'S FAILURE TO COMPLY WITH THE TERMS OF ITS AGREEMENT WITH RAVE REGARDING THE SERVICES OR FROM YOUR FAILURE TO COMPLY WITH THESE TERMS OR ANY OTHER APPLICABLE TERMS OR AGREEMENT WITH RAVE.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY INCORRECT OR INACCURATE USER CONTENT POSTED ON THE SERVICES, WHETHER POSTED BY MEMBERS OR AS A RESULT OF ANY MALFUNCTIONING EQUIPMENT OR SOFTWARE.

NEITHER THE CLIENT NOR RAVE ASSUMES ANY RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, MEMBER COMMUNICATIONS OR POSTS.

NEITHER THE CLIENT NOR RAVE IS RESPONSIBLE FOR ANY LOSS, CLAIM OR DAMAGE RESULTING FROM ANY USE OF THE SERVICES, ANY USER CONTENT POSTED ON THE SERVICES OR TRANSMITTED TO MEMBERS, OR ANY INTERACTIONS BETWEEN MEMBERS, WHETHER ONLINE OR OFFLINE.

THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY SHALL APPLY TO YOU AND YOUR REPRESENTATIVES, AGENTS, SUCCESSORS, PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, NEXT OF KIN, AND ANY OTHER PERSON PURPORTING TO BE ACTING ON BEHALF OF YOU OR YOUR ESTATE.

Indemnity

You agree to indemnify and hold harmless Rave from any losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to a breach of these Terms by you. You also agree to indemnify, defend, and hold harmless Rave and its parents, affiliates, subsidiaries, officers, directors, employees, agents, contractors, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from or attributable to a third-party claim if such claim arises from or relates to (a) your use of the Services or any breach by you of these Terms or (b) any privacy, employee, or consumer protection right that is implicated under these Terms or by any Rave service. These indemnity provisions shall continue in effect even after, and notwithstanding, any subsequent revocation of consent or acceptance or the expiration or termination of your relationship with Rave.

Ownership

Rave and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, mask work rights, and other intellectual property rights, in and to the Services and related software and documentation, and Rave reserves all rights not expressly granted hereunder.

U.S. Export Control

Any software provided for use by you from Rave in connection with the Services (the "**Software**") is subject to United States export controls. By downloading or using the Software, you represent and warrant that you are permitted to do so without obtaining, or requiring Rave to obtain, any license or approval from the United States or any governmental entity. You further agree that you will not, directly or indirectly, export or re-export, or permit the export or re-export, of any Software to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

Notices

Except as otherwise stated, any notice to Rave shall be given by certified mail to Rave Mobile Safety, 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701, Attention: Legal Department (or by e-mail to legal@ravemobilesafety.com). Any notice to you shall be given by certified mail or email to an address included in your PII. Notice shall be considered given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing.

Other

No agency, joint venture, employee-employer or franchiser-franchisee relationship between you and the Client or Rave is intended or created by these Terms. These Terms and any other terms regarding the Services provided in writing by Rave and accepted by you constitute the entire Agreement between you and Rave regarding the use of the Services, superseding any prior agreements between you and Rave relating to your use of the Services. The failure by the Client or Rave to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches. Any provision of these Terms that by its nature or express terms should survive, including without limitation the sections entitled "Disputes", "Disclaimer of Warranties; Limitation of Liability", "Indemnity", "Notices", and "Other", will survive the completion, expiration, termination or cancellation of these Terms. If any provision of these Terms is held invalid or unenforceable for any reason, such provision shall be considered to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability, and these Terms shall otherwise continue in full force and effect. Rave and the Client may assign their respective rights or obligations hereunder. You may not assign your rights or obligations hereunder without the prior written consent of Rave. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the respective permitted successors and assigns of Rave, the Client and you. The section titles in these Terms are for convenience only and have no legal or contractual effect.

Support

Primary support for this service is provided by the client. Please visit the help page within the www.getrave.com website for further information. Should you need to contact Rave Mobile Safety directly, you can reach us by email at techsupport@ravemobilesafety.com or telephone at (866) 696-4447.



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EXHIBIT C

Smart 911 Terms of Use

Date of Last Revision: December 13th, 2022

Rave Wireless, Inc. d/b/a Rave Mobile Safety, a Delaware company ("Rave"), welcomes you, as a Subscriber to its services. Rave provides communication related services (collectively, "Services"), which are subject to these Terms of Use ("Terms" or "Agreement") and Privacy Policy ("Privacy Policy"). By accessing or using any of the Services, you signify that you have read, understood, and agree to be bound by these Terms, the Privacy Policy, as well as any additional terms or guidelines applicable to the specific Services you use, which shall be posted from time to time in such Services. All additional terms or guidelines applicable to the specific Services, along with the Privacy Policy, shall be incorporated into these Terms. In these Terms, you are sometimes referred to as "you" or "Subscriber".

IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE SERVICES.

DESCRIPTION OF SERVICES

Services provided may vary based on specific options made available to and selected by the Subscriber through the user interface. The Services may include the following:

- Allow Subscribers to register and create an account (your "Subscriber Account") to include all of the information pertaining to you or your household that you choose to place on Rave's databases or otherwise provide or make available to Rave. Your Subscriber Account may also include information collected through the use of Services and dialing 9-1-1, such as the phone number placing a call into 9-1-1, and the location of a mobile phone ("Location Services") registered with a Subscriber Account. As a Subscriber, you control the content of your Subscriber Account, and the Services you wish to participate in, through [smart911.com](https://www.smart911.com), affiliated websites, and affiliated mobile phone applications.
- Allow Subscribers to make information about the Subscriber and/or Subscriber's household available to participating safety and emergency response services during specific emergency incidents, including without limitation, 9-1-1 or equivalent, fire, police, emergency medical, emergency management, campus safety officials, public health services, services providing safety-related monitoring and response (collectively, "Emergency Service Providers").
- Allow Subscribers to make information about the Subscriber and/or Subscriber's household searchable to participating Emergency Service Providers for the purposes of emergency planning and/or response.
- Allow authorized users ("Users") to send emergency and general interest notifications ("Notification Services") to the Subscriber via various communication methods (e.g. voice calls, text messaging, email, etc), subject to the Subscriber's manageable notification preferences.
- Allow Subscribers to share their location and Subscriber information with Subscriber-designated individuals ("Guardians") in the event Subscriber designated conditions are met.
- Allow Subscribers to send photo and text messages ("Tips") to designated Emergency Service Providers.

YOU AS A SUBSCRIBER ACKNOWLEDGE AND AGREE THAT, BY REGISTERING FOR SERVICES AND/OR CREATING A SUBSCRIBER ACCOUNT, YOU PROVIDE CONSENT TO

RELEASE ALL SUBSCRIBER INFORMATION ON YOUR ACCOUNT TO EMERGENCY SERVICE PROVIDERS IN ACCORDANCE WITH THE SPECIFIC SERVICES OPTED IN BY SUBSCRIBER. RAVE DOES NOT GUARANTEE DELIVERY OF MESSAGES OR SUBSCRIBER ACCOUNT DATA.

YOU UNDERSTAND AND AGREE THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO THE SERVICES AND THAT THE SERVICES MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS. Rave cannot control the manner in which emergency services are rendered and only select Emergency Service Providers have access to the Services, and therefore cannot guarantee that Emergency Service Providers will utilize the information provided by Subscriber.

Only authorized Users are permitted to launch messages through Rave's Notification Services. Authorized Users may include local municipalities, schools, businesses, or organizations that contract with Rave for the ability to launch messages through Rave's Services. You will only receive messages from Users authorized by the Emergency Service Providers associated with your Rave Services or notification preference selections.

All Users are bound by an agreement with Rave, and agree to use Rave's Services in accordance with all applicable laws and regulations.

Subscribers include any telephone number, email address, or address which has been provided in the Subscriber Account or have been registered into any of the Notification Services. Subscribers may include: Subscribers who voluntarily enter information into one of Rave's Services for the purpose of receiving messages from a specific User, Subscribers who are entered into the Service by use of a commercially available database, as well as those Subscribers who are entered into any Service by a User. Subscribers understand and agree that their registration into any of the Services shall connect the Subscriber with a specific User, or a specific User list, such that the Subscriber will receive messages from that User or when the User sends messages to such list. **Subscribers acknowledge and agree that, by registering with any of the Notification Services; they consent to be contacted through SMS, email, or voice call via an automated dialer using a pre-recorded message, by Rave and any User. All Users acknowledge and agree that, by entering any contact information into any of the Notification Services, the Subscriber who owns such contact information has expressly authorized the User to enter such information into the Notification Services to receive pre-recorded messages from the User via an automated dialer, SMS or email.**

Subscriber understands and agrees that by creating a Subscriber Account, you will periodically receive text messages. The frequency of these messages will depend on how you use this service, and how frequently Emergency Service Providers or Users send messages through this service. Message and data rates may apply.

At any time you may stop text messages from being sent to your mobile phone by simply texting STOP to number from which you are receiving messages (e.g. 22911, 67283, and/or 226787), after which time you will no longer receive text messages from the Services. Text INFO or HELP to 22911, 67283, or 226787 from your registered mobile phone and you will be sent a text message with simple instructions.

Service is compatible with the products and services provided by AT&T, Sprint, Verizon Wireless, T-Mobile, and most other mobile phone carriers. A complete list of supported carriers is displayed during phone registration.

SUBSCRIBER RESPONSIBILITIES

EACH SUBSCRIBER UNDERSTANDS AND AGREES THAT SERVICES PROVIDED BY RAVE ARE NOT AVAILABLE IN ALL AREAS. Each Subscriber understands and agrees that many of the Services provided by Rave are subscription based-services which are only available if purchased by Emergency Service Provider(s) and/or User(s).

Each Subscriber understands and agrees that you choose when and how your Subscriber Account is made available to Emergency Service Providers by choosing which locally available Service(s) to participate in, which may or may not include Notification Services.

EACH SUBSCRIBER UNDERSTANDS AND AGREES THAT PARTICIPATION IN SERVICES DOES NOT CONSTITUTE AN AGREEMENT BETWEEN YOU AND EMERGENCY SERVICE PROVIDERS, DESIGNATED GUARDIANS OR USERS. NOR DOES IT IMPLY THAT ALL OF THE NEEDS YOU HAVE COMMUNICATED IN YOUR SUBSCRIBER ACCOUNT WILL BE MET THROUGH PUBLIC ASSISTANCE.

YOU UNDERSTAND AND AGREE THAT YOU WILL NOT RELY ON THE SERVICES AS THE SOLE MEANS BY WHICH YOU WILL COMMUNICATE INFORMATION TO EMERGENCY SERVICE PROVIDERS. YOU UNDERSTAND AND AGREE THAT OTHER METHODS OF SUPPLYING INFORMATION TO EMERGENCY SERVICE PROVIDERS ARE AVAILABLE TO YOU, INCLUDING THE VERBAL TRANSMISSION OF INFORMATION OVER THE PHONE WHEN MAKING A 9-1-1 CALL OR OTHER COMMUNICATIONS METHOD. THE SERVICES CANNOT AND DO NOT REPLACE, AND IS NOT INTENDED TO REPLACE, YOUR VERBAL PROVISION OF YOUR TELEPHONE NUMBER AND OTHER SUBSCRIBER ACCOUNT INFORMATION TO EMERGENCY SERVICE PROVIDERS WHEN MAKING A 9-1-1 CALL OR USING ANY OTHER COMMUNICATION METHOD. NOR DO THE SERVICES REPLACE THE NEED FOR YOU TO PLACE A CALL TO 9-1-1 IN THE EVENT OF AN EMERGENCY.

YOU UNDERSTAND AND AGREE THAT RAVE IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY DESIGNATED GUARDIANS. RAVE CANNOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION TO OR FROM SAID GUARDIANS AND IS NOT RESPONSIBLE FOR ANY INTERACTION OR LACK THEREOF BETWEEN USERS OF THE SYSTEM. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED FOR CONVENIENCE ONLY. THE SERVICE DOES NOT REPLACE DIALING 9-1-1 IN THE EVENT YOU REQUIRE IMMEDIATE ASSISTANCE. THE SERVICE AND YOUR DESIGNATED GUARDIANS MUST NOT BE RELIED UPON TO PROVIDE EMERGENCY RESPONSE SERVICES. SUCH EMERGENCY RESPONSE SERVICES CAN ONLY BE ACCESSED BY PLACING A CALL TO 9-1-1.

Each Subscriber understands and agrees that Rave does not have control over the telephone service and internet service providers which may be necessary for providing the Services and that such failure shall not be deemed to be the responsibility of Rave. Each Subscriber understands and agrees that Rave reserves the right to suspend or close Subscriber Account for phone numbers that are no longer valid. Furthermore, Rave reserves the right to suspend or immediately close any

Subscriber Account whose acts or pattern of activity interferes or threatens to interfere in any manner with any Emergency Service Provider or Rave's ability to provide Services to its Subscribers, Users or Emergency Service Providers.

You agree that you will not:

- Attempt to gain unauthorized access to any portion of the Services;
- Attempt to reverse engineer, decompile, disassemble, or otherwise decode any portion of the Services;
- Perform any actions which would interfere with the proper working of the Services;
- Knowingly restrict or inhibit any other User or Subscriber from using and enjoying the Services;
- Use the Services to send altered, deceptive or false source-identifying information;
- Copy, modify, distribute, sell, or lease any portion of the Services.

Subscriber Account Information and Maintenance

AS A SUBSCRIBER, YOU UNDERSTAND AND ACCEPT FULL LEGAL RESPONSIBILITY FOR THE CONTENT, ACCURACY, AND SUFFICIENCY OF ALL INFORMATION THAT YOU INCLUDE OR NOT INCLUDE AS PART OF YOUR SUBSCRIBER ACCOUNT. You should only provide the information you want Emergency Service Providers to have access to. All information within Subscriber Account is subject to Rave's Privacy Policy.

YOU REPRESENT AND WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER.

Subscriber understands and agrees that, Rave reserves the right to validate subscriptions, through means of its own choosing, which may include calling and/or sending Subscribers SMS text messages. As a Subscriber, you agree that Rave may contact you to validate the phone number(s) you register with Subscriber Account. You also agree that if another Subscriber registers and validates a phone number which you had previously registered, the phone number will be removed from your Subscriber Account and assigned to the other Subscriber.

Subscriber understands and agrees that, Rave reserves the right to contact you periodically to remind you to review and update your Subscriber Account information, through means of its own choosing, which may include calling and/or sending Subscribers SMS text messages. As a Subscriber, you agree that Rave may contact you to review and update your Subscriber Account information, via the phone number(s) you register with Subscriber Account.

IT IS YOUR RESPONSIBILITY TO CORRECT THE INFORMATION ON YOUR SUBSCRIBER ACCOUNT WHEN THE INFORMATION YOU HAVE PROVIDED IS OR BECOMES INACCURATE. CREATING AN INTENTIONALLY MISLEADING SUBSCRIBER ACCOUNT OR PROVIDING ANY INTENTIONALLY MISLEADING INFORMATION TO EMERGENCY SERVICE PROVIDERS IS POTENTIALLY A CRIME AND IS GROUNDS FOR TERMINATION OF SERVICES.

SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES DO NOT VERIFY OR UPDATE YOUR SUBSCRIBER ACCOUNT FOR YOU. Subscriber must confirm, at least once every six (6) months, that the information within your Subscriber Account is accurate. Failure to do so may prevent your Subscriber Account from being provided to Emergency Service Providers or Users.

YOU AGREE YOUR SUBSCRIBER ACCOUNT WILL ONLY INCLUDE INFORMATION ABOUT ADULTS AND/OR CHILDREN FOR WHOM YOU HAVE APPROPRIATE LEGAL RESPONSIBILITY OR APPROPRIATE PRIOR CONSENT, AND THAT THE SUBSCRIBER ACCOUNT DOES NOT INFRINGE OR INVADE THE PRIVACY OF ANY SUCH PERSON.

Access to your Subscriber Account is password-protected. You are responsible for keeping your Subscriber Account password ("Password") secure at all times. You understand and agree that you are the only person authorized to create or edit your Subscriber Account, unless you have authorized another person to use your Subscriber username and Password to enter or modify your Subscriber Account on your behalf. You authorize Rave to release any or all of your Subscriber Account information to any person to whom you have provided the username and Password associated with your Subscriber Account or Subscriber phone number.

You understand and agree that it is solely your responsibility to take appropriate precautions to ensure that a Subscriber phone number, username and Password for a Subscriber Account are not accessible to any unauthorized person.

You understand and agree that once the content of your Subscriber Account is made available to Emergency Service Providers, it may be transmitted over unsecured Emergency Service Provider radios or may otherwise be made accessible through unsecured communications as part of the information disseminated to or by Emergency Service Providers responding to 9-1-1 call or to an emergency. You further understand that the content of the Subscriber Account may also be stored as part of a public record associated with an emergency call if required by local statutes.

If you elect to share your Subscriber Account with designated Guardians, you understand and agree and authorize Rave to release and disclose your Subscriber Account and location information to designated Guardians where technologically possible.

YOU UNDERSTAND AND AGREE AND HEREBY AUTHORIZE RAVE TO RELEASE AND DISCLOSE YOUR SUBSCRIBER ACCOUNT TO EMERGENCY SERVICE PROVIDERS WHERE TECHNOLOGICALLY POSSIBLE.

AS PART OF YOUR SUBSCRIBER ACCOUNT, YOU MAY HAVE IDENTIFIED AN EMERGENCY CONTACT OR ADDITIONAL PERSONS IN YOUR HOUSEHOLD ("PERSONAL CONTACTS"). YOU UNDERSTAND AND AGREE THAT EMERGENCY SERVICES PROVIDERS MAY, BUT SHALL NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY DUTY TO CONTACT OR TO NOTIFY ANY PERSONAL CONTACTS THAT YOU, YOUR HOUSEHOLD, OR ANY MEMBER OF YOUR HOUSEHOLD IS, MAY OR MIGHT BE INVOLVED IN ANY EMERGENCY SITUATION, WHETHER OR NOT YOU MAY HAVE CALLED 9-1-1, OTHERWISE CALLED OR CONTACTED AN EMERGENCY SERVICE PROVIDER, OR HAD YOUR SUBSCRIBER ACCOUNT PRESENTED TO EMERGENCY SERVICE PROVIDERS BY SERVICES.

You understand and agree that you may cancel your Services at any time by logging into your Subscriber Account and clicking on the "Remove Account" link within the Account Settings menu. If

you cancel all or a part of your Services, or if your Service is cancelled for any other reason (including but not limited to termination of Services by Emergency Service Provider or User), then Rave will no longer provide you with Services or provide your Subscriber Account to Emergency Service Providers or Users.

Location Services and SMS TEXT Communications

YOU UNDERSTAND AND AGREE TO MANAGE YOUR TELEPHONE SERVICE PROVIDER ACCOUNT, ACCOUNT SUBSCRIPTIONS, AND SUBSCRIBER LOCATION OPT-IN STATUS AS REQUIRED TO ALLOW THE SERVICES TO LOCATE AND COMMUNICATE WITH YOUR MOBILE PHONE. THESE ACTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, ENSURING YOU HAVE ANY NECESSARY SMS TEXT MESSAGING OR DATA PLANS ENABLED ON YOUR MOBILE TELEPHONE SERVICE PROVIDER ACCOUNT, ENSURING YOUR ACCOUNT AND MOBILE PHONE LOCATION PRIVACY OPTIONS ARE CONFIGURED TO ALLOW SERVICES TO RETRIEVE YOUR LOCATION, AND THAT ANY SOFTWARE REQUIRED TO SUPPORT LOCATION IS INSTALLED AND MAINTAINED ON YOUR MOBILE DEVICE.

YOU UNDERSTAND AND AGREE THAT SERVICES CANNOT LOCATE ALL MOBILE DEVICES. FURTHERMORE, DEVICES WHICH ARE LOCATION COMPATIBLE MAY NOT BE LOCATABLE BY SERVICES OR THE TELEPHONE SERVICE PROVIDER. YOU UNDERSTAND THAT ANY LOCATION PROVIDED IS APPROXIMATE AND DOES NOT PROVIDE GUARANTEED RESULTS. A VARIETY OF FACTORS AFFECT THE AVAILABILITY OF MOBILE LOCATION. YOUR MOBILE DEVICE MUST BE TURNED ON, CHARGED AND LOCATED WITHIN A SUPPORTED MOBILE NETWORK COVERAGE AREA, AMONG OTHER FACTORS. AVAILABILITY AND ACCURACY OF ANY AVAILABLE LOCATION INFORMATION IS SUBJECT TO NETWORK CAPABILITIES, ENVIRONMENTAL CONDITIONS SUCH AS STRUCTURES, BUILDINGS, WEATHER, GEOGRAPHY, LANDSCAPE, AND TOPOGRAPHY, AVAILABLE DATA, ATMOSPHERIC CONDITIONS AND OTHER FACTORS ASSOCIATED WITH USE OF MOBILE NETWORKS, SATELLITES AND SATELLITE DATA. SERVICES CANNOT LOCATE DEVICES THAT ARE NOT IN THE UNITED STATES. AVAILABILITY, SECURITY, SPEED, TIMELINESS, ACCURACY AND RELIABILITY OF SERVICE ARE NOT GUARANTEED.

YOU UNDERSTAND AND AGREE THAT THE SERVICES, DO NOT ALLOW YOU TO INITIATE A REQUEST FOR ASSISTANCE VIA SMS TEXT MESSAGE. IN AN EMERGENCY, YOU MUST PLACE A PHONE CALL TO 9-1-1. SHOULD AN EMERGENCY SERVICE PROVIDER ATTEMPT TO COMMUNICATE WITH YOU VIA SMS TEXT MESSAGE, YOU MAY BE REQUIRED TO TERMINATE THE 9-1-1 CALL, AND TAKE THE STEPS NECESSARY TO EXIT YOUR PHONE FROM EMERGENCY MODE. REGARDLESS, ALL SMS COMMUNICATIONS ARE MADE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND MUST NOT BE RELIED UPON AS YOUR SOLE MEANS TO COMMUNICATE WITH EMERGENCY SERVICE PROVIDERS.

LIMITATIONS

SUBSCRIBERS UNDERSTAND AND AGREE THAT RAVE, THE TELEPHONE SERVICE PROVIDER(S) FOR A SUBSCRIBER PHONE, ANY EMERGENCY SERVICE PROVIDER(S), AND ANY USER(S), (INCLUDING WITHOUT LIMITATION THE OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, AND/OR POLITICAL SUBDIVISIONS OF EACH OF THE FOREGOING), WHERE IT IS POSSIBLE TO DO SO, (A) ARE

INTENDED TO BE AND SHALL BE REGARDED AS DIRECT AND/OR THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT BETWEEN SUBSCRIBER AND RAVE, (B) RESERVE AND MAY ASSERT AGAINST SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS, ALL OF THE DEFENSES, LIMITATIONS OF SERVICE, DISCLAIMERS AND LIMITATIONS OF LIABILITY, EXCLUSIONS OF DAMAGES, AND DISCLAIMERS OF WARRANTIES THAT ARE CONTAINED IN THIS AGREEMENT, AND (C) DO NOT SURRENDER OR RELINQUISH IN ANY MANNER ANY CLAIMS OR DEFENSES THEY MAY OTHERWISE BE ABLE TO ASSERT AGAINST SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS.

ALL SUBSCRIBERS UNDERSTAND AND AGREE THAT RAVE, ALONG WITH ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUCCESSORS AND ASSIGNS (THE "RELEASEES") DISCLAIM ANY AND ALL LIABILITY, WHATSOEVER, WHETHER RAISED BY A THIRD PARTY OR OTHERWISE, FOR ANY AND ALL REASONS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR LOSS, INFRINGEMENT, INVASION OF PRIVACY, PROPERTY DAMAGE, AND INTERRUPTION TO BUSINESS, TO ANY SUBSCRIBER, THEIR RESPECTIVE HEIRS AND ASSIGNS, WHICH MAY RESULT FROM THE USE OR ANY ERRORS OR OMISSIONS OF THE SERVICES, OR FAILURE TO MEET ANY DUTY, INCLUDING ANY DUTY OF GOOD FAITH OR OF REASONABLE CARE OR PROVIDE ANY INFORMATION THROUGH THE SERVICES.

ALL SUBSCRIBERS UNDERSTAND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO RELEASE, WAIVE, DISCHARGE, COVENENANT NOT TO SUE, AND HOLD HARMLESS ANY AND ALL RELEASEES FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR COST OF EVERY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, CAUSES OF ACTION, AND LAWSUITS THEREFOR, IN LAW OR EQUITY, BY ANY SUBSCRIBER OR BY ANY OTHER PERSON OR PERSONS CLAIMING THROUGH A SUBSCRIBER, FOR ANY LOSS, INFRINGEMENT OR INVASION OF THE RIGHT OF PRIVACY CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE DISCLOSURE OF ANY SUBSCRIBER INFORMATION.

YOU AGREE TO INDEMNIFY EACH RELEASEE FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND OTHER LEGAL EXPENSES) OF ANY KIND ARISING FROM OR ATTRIBUTABLE TO (A) ANY BREACH OF THIS AGREEMENT BY YOU OR (B) ANY THIRD-PARTY CLAIM AGAINST A RELEASEE RELATING TO YOUR USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY RELEASEE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRIVACY, LOSS OF CONFIDENTIAL INFORMATION, OR BUSINESS INTERRUPTION) FROM OR DUE TO THE USE, MISUSE OR INABILITY TO USE THE SERVICES, EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED SOLELY ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS.

RAVE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, DUTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION

ANY WARRANTIES, DUTIES OR CONDITIONS OF GOOD FAITH, REASONABLE CARE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY.

MISCELLANEOUS PROVISIONS

You agree that any dispute arising under these Terms or the Privacy Policy shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal. These Terms and the Privacy Policy shall be governed under the laws of Massachusetts, without regards to conflict of law principles, and the venue for any disputes hereunder shall be in Framingham, Middlesex County, Massachusetts, or the federal courts encompassing such venue.

In the event any provision of these Terms or the Privacy Policy is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.

Any provisions of this Agreement that, by their nature, are intended to survive the termination of Services, including without limitation, the provisions of the Section above entitled "LIMITATIONS" shall survive any such termination without limitation.

Certain obligations set forth herein represent independent covenants by which you may be bound and shall remain bound regardless of any breach of these Terms and the Privacy Policy and shall survive termination of these Terms.

Rave reserves the right to modify any portion of these Terms or the Privacy Policy at any time by posting the revised Terms here. Your continued use of any of the Services following any such posting constitutes your acceptance of the revised Terms and Privacy Policy.

Rave may assign these Terms in its sole discretion. You are not permitted to assign these Terms without the prior written consent of Rave. The failure by Rave to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

The section headings in this Terms of Use Agreement are provided solely for the convenience of the reader and do not constitute or modify the Terms of this Agreement.

You understand and agree that Rave may send you certain communications, such as announcements, newsletters, service announcements and other administrative messages, and that these communications are considered part of the Services. Your ability to opt out of these communications will be governed by applicable laws and Rave's policies. Notices emailed to you will be deemed given and received when the email is sent. Rave has no obligation to provide notice by U.S. Mail or any other means even if its attempt to transmit such communication to a Subscriber's electronic mail address fails for any reason.

Any notices to Rave shall be in writing, and shall be deemed delivered upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and addressed to the Rave as follows: Rave Mobile Safety, 492 Old Connecticut Path, 2nd Floor, Framingham, MA 01701, Attention: Legal Department.

For Subscribers, these Terms and the Privacy Policy, constitutes the entire agreement between you and Rave with respect to the Services and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms or Privacy Policy will be effective only if in writing and signed by Rave.

EXHIBIT D

Rave Privacy Policy

Privacy Policy

Date of Last Revision: May 5, 2023

Introduction

This Privacy Policy applies to data collection practices by Rave Wireless, Inc. ("Rave Mobile Safety," "we" or "us") via Rave Mobile Safety products including Rave Alert (getrave.com), Rave Panic Button, the Rave Guardian mobile app, and the Rave Smart911 service, (each, a "Site" and collectively the "Sites") and shall apply to your use of the Sites and their capabilities and services ("Services"). This Privacy Policy governs the manner in which Rave Mobile Safety collects and uses information from you ("you") on the Sites.

We are committed to protecting your privacy in compliance with all pertinent laws and regulations. Our Privacy Policy explains: (1) what information we collect and why we collect it; (2) how we use and share that information; (3) the choices we offer you, including how to access and update information, including the following topics:

1. When this Privacy Policy Applies
2. Terms of Use
3. Information We Collect
4. How We Use Information We Collect
5. Our Legal Basis for Collecting Personal Data
6. Information We Share
7. Consequences of Your Failure to Provide Personal Data
8. Our Retention of Your Personal Data
9. Your Choices regarding Accessing, Updating or Deleting Your Personal Data
10. European Users' Rights with Respect to Personal Data
11. Our Opt-in/Out-out Policy
12. Third Party Links
13. International Transfer
14. How We Protect Personal Data
15. Children
16. Direct Marketing and "Do Not Track" Signals
17. Rights of California Residents
18. Smart911 Additional Terms
19. Changes to this Privacy Policy
20. How to Contact Us

Please familiarize yourself with our privacy practices that are described here and let us know if you have any questions. By using the Sites and the mobile apps, you confirm your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Sites or mobile apps.

Irrespective of the country you live in, you authorize us to transfer, store, and use your information in the United States and Canada in the manner described in this Privacy Policy, unless otherwise agreed upon between Rave Mobile Safety and our customer (which typically would be your school or employer). The privacy and data protection laws and rules regarding when government authorities may access data may vary from those in the country where you live. Learn more about our data transfer operations in the "International Transfer" section below. If you do not agree to the transfer, storage and use of your information in the United States and Canada, you must not use the Sites.

If you have any questions or comments about this Privacy Policy, please submit a request to privacy@ravemobilesafety.com.

When this Privacy Policy Applies

Our Privacy Policy applies to the Services offered by Rave Mobile Safety in the Introduction section above and excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you by Rave Mobile Safety, or other sites linked from our Services or Sites. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our Services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Terms of Use

By accessing or using the Sites or Services in any manner, you also agree to be bound by Rave Mobile Safety's Terms of Use for the service or application you are using (the "Agreement"). Please read the Agreement carefully. If you do not accept all of the terms and conditions contained in or incorporated by reference into the Agreement, please do not use the Sites or Services.

Information We Collect

We collect information, including Personal Data, to provide better Services to all our users. We use the term "Personal Data" to refer to any information that identifies or can be used to identify an individual. Common examples of Personal Data include: first and last name, address, email address, business email address, organization name, phone number, digital identity such as a login name or handle, information about your device, and certain metadata.

"Sensitive Personal Data" refers to a smaller subset of Personal Data which is considered more sensitive to the individual, such as race and ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric information, physical or mental health information, medical insurance data, or sexual orientation. Rave Mobile Safety does not collect or use Sensitive Personal Data through our Sites

and Products and asks that you do not provide Sensitive Personal Data to us.

We collect Personal Data in the following ways:

1. Information You Give to Us

When registering for our Services or creating a subscriber account, you may choose to provide us with Personal Data such as your name, phone number, email address, physical address, geolocation, and medical or household information.

When using our Services, you may provide us with information sent between you and individuals authorized to administer our Services. You may elect to share information with the Services that includes location data, address data, and phone contact data. You may also provide us with Personal Data about yourself when you report a problem or have a question about our Sites or Services. Please note that if you do not provide us with Personal Data, your ability to use certain aspects of our Sites and Services may be limited.

2. Information We Obtain from Your Use of Our Sites

We collect certain information automatically, such as your operating system version, browser type, and internet service provider. When you use our Sites or Services, we automatically collect and store this information in service logs. This includes: details of how you used our Sites and Services; Internet protocol address; and cookies that uniquely identify your browser. We may also collect and process information about your actual location. The information we collect automatically is statistical data and may or may not include Personal Data, but we may maintain it or associate it with Personal Data we collect in other ways or receive from third parties.

3. Information our Customers May Give Us About You

Others who may have contracted for our Services for your use, such as your employer or your school, have the option to provide us with Personal Data and your eligibility to use the Services they purchased. The information provided by your employer or school may include your name, phone number, email address, street address, geolocation (if you opt-in for the Services, and such other data as you may request or it determines is appropriate.

4. Cookies

We and our partners use cookies and web log files to collect and store information when you visit or use one of our Services, and this may include using cookies or similar technologies to identify your browser or device. With both cookies and log files, the information that we collect, and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address. A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access or have the benefit of certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services. For more information about our use of cookies, including details on how to opt-out of certain cookies, please see our [Cookie Policy](#).

How We Use Information We Collect

We use your Personal Data in ways that are compatible with the purposes for which it was collected or authorized by you, including:

1. To inform you about Services available from Rave Mobile Safety;
 2. To authorize access to our Sites and Services;
 3. To provide you with Services;
 4. To improve our customer service;
 5. To respond to and support your school or employer regarding its use of the Sites and Services;
 6. To comply with all applicable legal requirements. and
 7. To investigate possible fraud or other violations of our Terms of Use or this Privacy Policy and/or attempts to harm our users.
- We use the information we collect from our Sites to provide, maintain, and improve them, to develop new Services, and to protect our company and our customers.

We may use information collected from cookies and other technologies to improve your user experience and the overall quality of our Services. For example, by saving your language preferences, we'll be able to have our Services appear in the language you prefer. We may use your personal information to see which web pages you visit at our Sites, and we may then develop statistics that help us understand how our visitors use our Sites and how to improve them. We may also use the information we obtain about you in other ways for which we provide specific notice at the time of collection.

We will ask for your consent before using information for a purpose other than those set out in this Privacy Policy.

Our Legal Basis for Collecting Personal Data

Whenever we collect Personal Data from you, we may do so on the following legal bases:

1. Your consent to such collection and use;
2. Out of necessity for the performance of an agreement between us and you, such as your agreement to use our Services and products;
3. Our legitimate business interest, including but not limited to the following circumstances where collecting or using Personal Data is necessary:
 - Intra-company transfers of customer data for administrative purposes;
 - Product development and enhancement, where the processing enables us to enhance, modify, personalize, or otherwise improve our Services and communications for the benefit of our customers, and to better understand how people interact with our Sites and Services;
 - Fraud detection and prevention;
 - Enhancement of our cybersecurity, including improving the security of our network and information systems; and
 - General business operations and diligence;

provided that, in each circumstance, we will weigh the necessity of our processing for the purpose against your privacy and confidentiality interests, including taking into account your reasonable expectations, the impact of processing, and any safeguards which are or could be put in place to protect your privacy. In all circumstances, we will limit such processing for our legitimate business interest to what is necessary for its purposes.

Information We Share

We do not share Personal Data collected through the Sites or Services with companies, organizations and individuals outside of Rave Mobile Safety unless one of the following circumstances applies:

1. **With your consent.** We may share Personal Data with companies, organizations, or individuals outside of Rave Mobile Safety when we have your consent to do so.
2. **Enterprise accounts.** Your employer or school may have offered you access to our Services. In such a circumstance, we may share Personal Data you provide with your employer or school so that it can review and manage your use of such enterprise Services.
3. **For external processing.** We may provide Personal Data to our affiliates or other trusted businesses or partners to process it for us, based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures. These third parties include communication service providers, emergency service providers and public safety agencies. Examples of permitted disclosure of Personal Data include:
 1. Your wireless phone number may be submitted to participating safety and emergency response service providers, including without limitation, 9-1-1 or equivalent services, fire, police, emergency medical, emergency management, campus safety officials and public health services in order to locate the device during an emergency or transmit messages that you send or receive. We may store or archive snapshots of then-current Subscriber information as it's made available to emergency service providers, for the period of time dictated by their record keeping policies. Such third parties may use such information to send emergency and general interest notifications to you via various communication methods (e.g. voice calls, text messaging, email, etc.).
 2. In the event an emergency call or other direct communication is placed from your phone or device, and provided that the agency receiving the call uses our Services, your information may be displayed on the answering operator's workstation screen or made available to emergency responders.
 3. In the event a non-9-1-1 call is made to a public safety agency from your phone and is then routed into a 9-1-1 system, if the receiving 9-1-1 agency uses our Services your information may be displayed on the 9-1-1 operator's workstation screen. In these situations, once information is passed to the local 9-1-1 authorities, we no longer have control over the transmission of the information. It may be conveyed verbally over an unsecured radio or transmitted in some other way to the responding emergency response team or others.
 4. In the event an emergency service provider uses the Services' database query tools, and your information includes an address within the querying provider's jurisdiction, and a portion of your information matches the provider's query criteria, and if you have elected to participate in this portion of our Services, your information will be displayed in the search results presented to that provider.

It is our policy to only share Personal Data with contractors, service providers and other third parties who are bound by obligations to keep Personal Data confidential and use it only for the purposes for which we disclose it to them. Under certain circumstances, you may avoid having us share your information with our business partners and vendors by not granting us permission to share it. Not granting us permission to share your information with our business partners or vendors may limit your access to their services through the Sites. We do not share Personal Data with third parties for their own marketing purposes.

4. For Legal Reasons. We may share Personal Data with companies, organizations or individuals outside of Rave Mobile Safety if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

1. Comply with an applicable law, regulation, legal process or enforceable governmental request.
2. Enforce applicable terms of use, including investigation of potential violations.
3. Detect, prevent, or otherwise address fraud, security, or technical issues.
4. Protect against harm to the rights, property or safety of Rave Mobile Safety, our users or the public, as required or permitted by law.

We attempt to notify users about legal demands for their Personal Data when appropriate in our judgment, unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, in our discretion, that the requests are overbroad, vague or lack proper authority, but we do not promise to challenge every demand.

The specific circumstances under which we may share your Personal Data will vary based on the information you provide, the Services you elect to participate in, and how you use the Services.

5. **Business Transfers.** As we continue to develop our business, we may buy, sell, or share assets in connection with, for example, a merger, acquisition, reorganization, sale of assets, or bankruptcy. In such transactions, Personal Data about our users is often a transferred business asset. In the event that Rave Mobile Safety itself or substantially all of our assets are acquired, Personal Data about our users may be one of the transferred assets to enable the new owner to provide the Services to you in compliance with our agreements, this Privacy Policy and applicable law. Subsequent to the change of ownership, the new owner will be solely responsible for compliance with this Privacy Policy (or a replacement to which you agree) and the law.
6. **Aggregate Site Use Information.** Our Services may automatically collect usage information, such as the numbers and frequency of visitors to our Sites and users who use our Services. We use this information in aggregate form and not in a manner that would identify you personally. We may share aggregate and anonymized/ pseudonymized Personal Data to advertisers and other third parties in order to promote or describe use of the Sites and Services.
7. **3rd Party Product Training Tools.** If you choose to interact with the in-product training and walkthrough tools, we do collect individual user information in accordance with our "Information We collect" section above. Rave Mobile Safety is not responsible for the actions or inactions of any third party receiving your Personal Data as permitted herein. These third parties may have their own respective privacy policies governing their use, protection, and disclosure of your Personal Data.

Consequences of Your Failure to Provide Personal Data

Your provision of Personal Data is required in order to use certain parts of our Sites and Services. If you fail to provide such Personal Data, you may not be able to access and use our Services on our Sites or parts of our Services available via the Sites.

Our Retention of Your Personal Data

We may retain your Personal Data for a period of time consistent with the original purpose for collection. We keep your Personal Data for no longer than reasonably necessary for your use of our products and Services and for a reasonable period of time afterward to conform to legal and business requirements.

If your account is removed from our Sites and Services, we generally delete account information within thirty (30) days of account removal, except that we retain your Personal Data even after you have closed your account if reasonably necessary to address our legitimate business interests, including to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, conduct audits, comply with our legal obligations, resolve disputes, maintain security, prevent fraud and abuse, enforce our Terms of Service, or fulfill your request to "unsubscribe" from further messages from us.

Your Choices regarding Accessing, Updating or Deleting Your Personal Data

Whenever you use our Services, we aim to provide you with choices about how we use your Personal Data. We also will provide you with access to your Personal Data. If that information is wrong, we will give you ways to update it quickly or to delete it – unless we have to keep that information for legitimate business or legal purposes. Subject to applicable law, you may obtain a copy of personal information we maintain about you or you may update or correct inaccuracies in that information through your Profile or Account, or by contacting us

at privacy@ravemobilesafety.com. To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to the information. In addition, if you believe that personal information, we maintain about you is inaccurate, subject to applicable law you may have the right to request that we correct or amend the information by contacting us as indicated in the How to Contact Us section below.

You may update your information stored on the Sites at any time, as applicable to your Sites and Services:

1. Where you have been given access to the Sites and Services, you may update your information in the "My Profile" and/or "My Account" areas.
2. Where your organization provides your information on your behalf, you must contact the organization to access this information or request changes to it.

You may also update or correct information about yourself by emailing us at privacy@ravemobilesafety.com.

We may contact you to request that you update your Personal Data on a regular basis to ensure its integrity for the purposes of ongoing data management.

European Users' Rights with Respect to Personal Data

Some data protection laws, including the European Union's General Data Protection Regulation ("GDPR"), provide you with certain rights in connection with Personal Data you have shared with us. If you are resident in the European Economic Area, you have the following rights, all of which we provide you, as described in this Privacy Policy:

1. **The right to be informed:** You are entitled to be informed of the use of your Personal Data.
2. **The right of access:** You have the right to request a copy of your Personal Data which we hold about you.
3. **The right of correction:** You have the right to request correction or changes of your Personal Data if it is found to be inaccurate or out of date.
4. **The right to be forgotten:** You have the right to request us, at any time, to delete your Personal Data from our servers and to erase your Personal Data when it is no longer necessary for us to retain such data. Note, however, that deletion of your Personal Data will likely impact your ability to use our Services.
5. **The right to object (opt-out):** You have the right to opt-out of certain uses of your Personal Data, such as direct marketing, at any time.
6. **The right to data portability:** You have the right to a "portable" copy of your Personal Data that you have submitted to us. Generally, this means your right to request that we move, copy or transmit your Personal Data stored on our servers / IT environment to another service provider's servers / IT environment.
7. **The right to refuse to be subjected to automated decision making, including profiling:** You have the right not to be subject to a decision and insist on human intervention if the decision is based on automated processing and produces a legal effect or a similarly significant effect on you.
8. **The right to lodge a complaint with a supervisory authority:** Should you do that, we encourage you also to contact us using the contact information below, and we will consider your request in accordance with applicable laws.

Our Opt-in/Opt-out Policy

By providing an email address or other contact information on the Rave Mobile Safety Sites or it is provided with your consent by your school or employer, you agree that we may contact you in the event of a change in this Privacy Policy, to provide you with any Services-related notices, or to provide you with information about our events, invitations, or related educational information.

We currently provide the following opt-out opportunities:

1. At any time, you can follow a link provided in offers, newsletters or other messages (except for Service notice emails) received from us to unsubscribe from the Services.
2. At any time, you can contact us through privacy@ravemobilesafety.com or the address provided below to unsubscribe from the Services and opt-out of our right per your consent under the terms of this Privacy Policy to share your Personal Data.
3. Where you have been given access to the Sites and Services, you may update your subscription settings in your account.
4. Where your organization provides your information on your behalf, you must contact the organization to access this information or request changes to your information.

Third Party Links

The Sites may contain links to webpages operated by parties other than Rave Mobile Safety. We do not control such websites and are not responsible for their contents or the privacy policies or other practices of such websites. Our inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. Further, it is up to the user to take precautions to ensure that whatever links the user selects or software the user downloads from such websites is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. These websites and services may have their own privacy policies, which the user will be subject to upon linking to the third party's website. Rave Mobile Safety strongly recommends that each user review the third party's terms and policies.

International Transfer

We are committed to complying with applicable laws, regulations and mandatory government standards regarding the protection of Personal Data.

Since we are a global organization, Personal Data and any additional information submitted may be used globally in connection with employment, business processes within Rave Mobile Safety, or communicating with our clients. Therefore, Personal Data may be transferred to other Rave Mobile Safety entities worldwide, where it will be processed in accordance with this Privacy Policy and laws that are applicable in each country. Countries where we process data may have laws which are different, and potentially not as protective, as the laws of your own country.

If we transfer your Personal Data out of your jurisdiction, we will implement suitable safeguards and rely on legally provided mechanisms to lawfully transfer data across borders to ensure that your Personal Data is protected.

How We Protect Personal Data

Rave Mobile Safety maintains administrative, technical and physical safeguards designed to protect the user's Personal Data and information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. We implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account technological reality, cost, the scope, context and purposes of processing weighted against the severity and likelihood that the processing could threaten individual rights and freedoms. For example, we use commercially reasonable security measures such as encryption, firewalls, and transport layer security (TLS) or hypertext transfer protocol secure (HTTPS) to protect Personal Data. However, Rave Mobile Safety cannot guarantee the security of user account or other personal information. Unauthorized entry or use, hardware or software failure, and other factors, could compromise the security of user information at any time.

Children

In accordance with the Children's Online Privacy Protection Act ("COPPA"), we do not market to or knowingly collect any information about children under the age of 13 unless and until a relevant institution has provided consent and authorization for a child under the age of 13 to use the Sites or Services and for us to collect information from such child. If you are a minor less than 13 years old, please do not register for Services or provide any personal information about you to us. If you are less than 16 years old, do not provide any personal health information about yourself to us. If you believe that we might have inadvertently collected personal information from a child under age 13 or personal health information from a child under age 16 without proper consent, please contact us at privacy@ravemobilesafety.com. If we learn that we have inadvertently collected the personal information of a child under 13, or equivalent minimum age depending on jurisdiction, without proper consent, we will take steps to delete the information as soon as possible.

Direct Marketing and "Do Not Track" Signals

Rave Mobile Safety does not track its customers over time or across third party websites to provide targeted advertising and therefore does not respond to Do Not Track (DNT) signals. However, some third-party sites do keep track of your browsing activities when they serve you content, which enables them to tailor what they present to you. If you are visiting such sites, your browser may include controls to block and delete cookies, web beacons and similar technologies, to allow you to opt out of data collection through those technologies.

Rights of California Residents

California residents are entitled under the California Consumer Privacy Act to contact us for various purposes, including to request information about whether we have disclosed personal information to third parties for their direct marketing purposes. We do not disclose personal information to third parties for their direct marketing purposes. California residents have the right to be informed as to what personal information about them we may have, how we collected and may use that information and how to have it corrected or deleted and may request further information about our compliance with this law by contacting us by one of the means listed in the "How to Contact Us" section below.

Smart911 Additional Terms

If you are a Smart911 subscriber, the following additional terms apply:

1. You may choose to provide additional personal information in your subscriber account. The types of additional personal information collected may include driver's license number, license plate number, photos, and date of birth. You may also include personal health information such as medical and health conditions, medical devices and medications. This additional information is optional and is provided at your sole discretion. It is your responsibility to determine how much or how little information you wish to make available.
2. If you are a legal guardian or parent of a minor, you may provide the service with personal information including personal health information about the minor and we will treat it under this Privacy Policy.
3. You can change your subscriber account at any time, whether it is the information supplied at registration, as part of maintaining your subscriber account, or anything else. You may add, modify, or remove information on your subscriber account by logging into www.smart911.com and accessing your profile. You understand that we use your personal information to provide you with the Services. If you refuse to provide us with the personal information we require or later withdraw your consent to use and disclose this information, we may no longer be able to provide you with these Services.
4. You may add or remove which Services you choose to participate in at any time, by logging into www.smart911.com and modifying your preferences.
5. You may cancel any or all of the Services at any time by logging into www.smart911.com and accessing account settings.
6. In addition to the possible uses of your Personal Data referenced elsewhere in this Privacy Policy, (a) your location and subscriber information may be shared with other individuals that you have designated as guardians; (b) in the event you send a "Tip", your subscriber information may be viewed by an emergency service provider, unless the emergency service provider receiving your Tip has configured the service to be anonymous; and (c) when you invite a guardian, we may send such person a message on your behalf using your name and contact details. We may also send reminders to them in your name.

Changes to this Privacy Policy

Our Privacy Policy may change from time to time. The latest version will always be available here and the most recent revision date will be indicated at the top of this page. We will not reduce your rights under this Privacy Policy without notice. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain Services or products, email notification of privacy policy changes). Please check this page occasionally to make sure you are aware of any updates.

How to Contact Us

If you have any questions about this Privacy Policy, you can contact us via email or phone, or by writing to us as follows:

Rave Mobile Safety

Attn: Privacy Policy Inquiry

492 Old Connecticut Path

2nd Floor

Framingham, MA 01701

Toll-free: 888-605-7164

privacy@ravemobilesafety.com



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EXHIBIT E

EMA's Public Mass Notification System Policy and Guidelines

**Hamilton County Emergency Management and Homeland Security Agency
Public Mass Notification System Policy and Guidelines**

Effective: January 22, 2018

Updated: February 13, 2024

1. PURPOSE

The purpose of this document (the "Policy") is to provide governance and guidelines on the use and administration of the Hamilton County Emergency Management and Homeland Security Agency (the "EMA") Countywide Public Mass Notification System, hereinafter referred to as "System". This document is intended to be general, describing countywide policies, jurisdictional roles and responsibilities and activation guidelines rather than specific procedures. The step-by-step procedures for activation and use will be maintained in a separate document maintained by the EMA as part of the EMA's overall planning and response efforts. Any Hamilton County, Ohio elected official or department (a "County User") or any municipal corporation, township, school district, or other body corporate and politic responsible for governmental activities in a geographic area located within Hamilton County, Ohio (collectively, the "Participant") may participate in the use of the System if permitted by the mass notification vendor.

2. SYSTEM DESCRIPTION

A. The primary intent of the System is to 1) disseminate early warning and time sensitive information to businesses and residents located within Hamilton County, Ohio during time of an emergency event and 2) to communicate with safety-responder staff, volunteers and involved parties about an approaching or present emergency event. The System is only one component of the EMA's Public Warning Systems. As deemed fit by EMA, the System should be used in conjunction with the other public warning mechanisms including, but not limited to, the Integrated Public Alert and Warning System (IPAWS), the Emergency Alert System and outdoor warning sirens.

B. It is EMA's intent to have the System available on a 24/7/365 basis and to pre-load the System with countywide geographic maps. If Hamilton County residents and businesses elect to do so, they may opt-in to receive notifications from the System (the "End-Users") and can provide contact information via self-registration from County websites. Upon EMA's decision to activate, the System will be used to send a message to affected End-Users via telephone, e-mail and/or text, describing the emergency situation and recommending action the public should take.

3. GOVERNANCE

A. EMA shall be the Administrator of the System and will take appropriate and reasonable measures to endeavor that the System is in a state of operational readiness at all times. The EMA, through its Director, will oversee the overall use and management of the System under standard operating procedures approved by the EMA (the "Operating Procedures").

B. To this end, it is EMA's intent to enter into and maintain a contract with a mass notification vendor to provide an operational platform for the System. The EMA Director will be responsible for carrying out, on EMA's behalf, the provisions of any contract with a mass notification vendor.

C. The System utilizes contact information entered into the self-registry or from Participant provided contact databases. The information contained in the System is confidential and shall not be disclosed

or utilized except by authorized personnel for the purpose of mass notifications. Authorized EMA and County Users must respect the integrity of the System, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If any individual or County User violates the terms of this Policy, Operating Procedures maintained by the EMA or any contract terms with the mass notification vendor, the EMA reserves the right to terminate that individual's or a County User's use of the System.

4. AUTHORIZED USE

The System is designed to be a mass communication tool primarily intended for emergency use. Non-emergency use of the System shall be limited and deferential to any emergency use of the System. Any municipal corporation, township, school district, or other body corporate and politic responsible for governmental activities in a geographic area located within Hamilton County, Ohio who does not elect to participate in the use of the System (a "Nonparticipating Agency") may contact the Hamilton County Communications Department to request activation of the System for emergency events.

A. Emergency Use

Use of the System for emergency activity contains two components: (1) the need to disseminate critical, safety-related information to End-Users within a short timeframe, and (2) communicating with safety-responder staff, volunteers and involved parties about an approaching or present emergency event.

1. Emergency Public Notifications are limited to:
 1. Imminent or perceived threat to life or property;
 2. Disaster notifications;
 3. Evacuation notices;
 4. Public health emergencies;
 5. Public safety emergencies; and
 6. Any notification to provide emergency information to a defined community

As a general rule, the System is to be used when the public is being asked to take some action (e.g: evacuate, prepare to evacuate, shelter-in-place, boil tap water before drinking, missing child, notification of closure of the incident). The following criteria should be utilized to assist with determining the need to issue an alert:

1. Severity. Is there a significant threat to public life and-safety?
2. Public Protection. Is there a need for members of the public to take a protective action in order to reduce loss of life or substantial loss of property?
3. Warning. Will providing warning Information assist members of the public in making the decision to take proper and prudent action?
4. Timing. Does the situation require immediate public knowledge to avoid adverse impact?
5. Geographical area. Is the situation limited to a defined geographical area? Is that area of a size that will allow for an effective use of the System, given the outgoing call capacity?
6. Other Means. Are other means of disseminating the information inadequate to ensure proper and timely delivery of the information?

If the answer to ALL of these questions is 'Yes', then an activation of the System for emergency purposes is warranted.

2. Emergency Response Notifications are limited to:

1. Contacting first responders to advise of an emergency;
2. Contacting first responders to report for duty due to an emergency;
3. Contacting key staff regarding an emergency or crisis situation;
4. Contacting department or agency employees to report at a different time or location (or provide an update) due to an emergency; and
5. Exercises

3. Emergency considerations:

1. Notification shall clearly state situation is an emergency;
2. Short messages are recommended;
3. Always provide a phone number, website or other information sources where the public can obtain additional or updated information; and
4. An all clear notification should be sent when applicable

B. Routine / Non-Emergency Use

Use of the System for non-emergency public announcements should be used sparingly to avoid residents becoming desensitized from too many messages being received. Examples of non-emergency public announcements include but are not limited to road closures for construction or routine maintenance or notices about pre-planned events. Non-emergency use of the System must be deferred, delayed, or cancelled if emergency use of the System is needed. The EMA, may in its discretion, implement additional training or limitations on system use if any Participant uses the system in such a way that may negatively impact the effectiveness of being able to send emergency notifications. Non-emergency use shall be consistent and in compliance with the non-emergency guidelines included herein.

Non-emergency considerations:

1. Citizens can become desensitized if they receive too many government messages; and
2. Clearly identify sender or announcement as non-emergency

C. Unauthorized Use

Notification use is prohibited for any of the following purposes:

1. Any message which is intended to be harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate;
2. Any message which violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations;
3. Any message of commercial nature;
4. Any message of a political nature; and
5. Any non-governmental business (e.g. articles, retirement announcements, etc.)

5. AUTHORIZED SYSTEM USERS

In general, only personnel designated by EMA or County Users (with prior approval of EMA) shall have the authority to access and operate the System.

System Administrator: EMA will act as the System Administrator. The System Administrator is responsible for providing logins and procedural training and guidance to Participants.

Hamilton County Participants: Those individuals designated by EMA or a Hamilton County, Ohio elected official or department (with prior approval of EMA) as having the authority to access and operate the System on behalf and for the benefit of the County department will be setup in the System as a "County User". Some County users will use the system primarily for internal notification uses while specified County Users, with approval from EMA, may send public notifications. Access to the system will be provided based on usage needs.

6. ACTIVATION OF THE SYSTEM

In general, the EMA and its designees shall have the authority to launch messages to all jurisdictions within Hamilton County, Ohio.

Public Notifications

1. EMA, and its designees, are authorized to use the System to send notifications of jurisdiction specific countywide emergencies to any and all End-Users.
2. When requested to do so, the EMA will activate emergency notifications for any Nonparticipating Agency when reasonably able to do so. This does not create any obligation or requirement for the EMA to operate the System on behalf of a Nonparticipating Agency.
3. The EMA may assist Participants or County Users by sending notifications on a Participant's or County User's behalf when reasonably able to do so due to a Participant's or County User's inability to properly access and use the System. This does not create any obligation or requirement for the EMA to operate the System on behalf of a Participant or County User.
4. County Users are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks. It is the responsibility of the County User to create, maintain, and update these lists.

7. SYSTEM COSTS

EMA agrees to fund the System for the EMA and County Users. Costs associated with a Participant's use of the System are the responsibility of the Participant and will be reasonably determined by the EMA Director. Such amount shall be included within a separate Memorandum of Understanding to be executed between EMA and the Participant.

8. PARTICIPANT USE OF SYSTEM

A. Should a Participant wish to participate in the use of the System, such Participant shall agree to abide by the terms of this Policy, all Operating Procedures maintained by the EMA, and any applicable contract terms with the mass notification vendor. In addition, all Participants must enter into a

Memorandum of Understanding with the EMA which outlines additional requirements and responsibilities.

B. The System utilizes contact information entered in the self-registry or from Participant provided contact databases. The information contained in the System is confidential and shall not be disclosed or utilized except by Participant Users for the purpose of mass notifications. Participant Users must respect the integrity of the System, understand the privacy issues and fully comply with the policies and protocols outlined in this document. If any individual or Participant violates the terms of this Policy, Operating Procedures maintained by the EMA or any contract terms with the mass notification vendor, the EMA reserves the right to terminate that individual's or a Participant's use of the System.

C. The policy guidelines found above in Section 4, "Authorized Use" apply to Participant use of the System. In addition the following apply:

1. In the event a Participant wishes to add additional functionality related to their use of the System such as, **non-emergency, interdepartmental business communications**, each Participant should identify where such use of the System would add value to their operations and establish separate written protocols and procedures for this use (e.g. First Responder call-outs or notifications). Any Participant who desires to add additional functionality related to their use of the System shall be solely responsible for the costs of such additional functionality and shall directly work with the EMA to develop and execute an amendment to the contract with the mass notification vendor for such functionality.
2. For **non-emergency public announcement** on the System, prior reasonable approval of the Participant Administrator is required. Participants shall give precedence to emergency notification callouts by deferring, delaying, or terminating non-emergency notification sessions if needed to increase emergency message success.

D. Authorized System Users

Only personnel designated by each Participant shall have the authority to access and operate the System on behalf of and for the benefit of such Participant.

1. **Participant Administrator:** Each Participant shall designate a minimum of one administrator. The Participant's administrator is responsible for attending EMA training and guidance, identifying Participant Users, supporting EMA with system maintenance, and conducting procedural training to Participant Users of the System. This individual will be EMA's primary contact for all issues concerning Participant's use of the System.
2. **Participant User:** Those individuals designated, in writing to EMA, by a Participant as having the authority to access and operate the System on behalf and for the benefit of the Participant will be set up in the System as a "Participant User". Participants may designate an unlimited number of Participant Users. Participant Users shall be managed by the Participant Administrator. Participant Users will have permission to access and launch notifications within Participant's jurisdiction consistent with the System Operating Procedures. Each Participant User shall execute a User Agreement prior to be given access to the System.

E. Activation of the System

Each Participant is primarily responsible for launching messages unique to End-Users within its jurisdiction. EMA, however, reserves the right to launch jurisdiction-specific messages as determined to be appropriate by EMA. Detailed activation procedures shall be included in Participant Operating Procedure documents.

Other than countywide emergency notifications, public notifications are the responsibility of the Participant in most cases. In the event that the geographical location of an incident crosses jurisdictional boundaries, the Participant User wishing to send the notification should establish contact with the other affected local jurisdictions/agencies and coordinate sending a mass notification message.

If a Participant experiences difficulty in sending an emergency notification, EMA may be available to act on the Participant's behalf.

Participants are authorized to develop pre-established notification lists and messages to meet their individual needs. These lists may include special populations (e.g. in-home care, schools, etc.) or those susceptible to certain risks. It is the responsibility of the Participant to create, maintain and update these lists.

F. Emergency Response and Inter-Department Notifications

Each Participant is authorized to create employee and department call lists and pre-recorded messages. It is the sole responsibility of each Participant to maintain these lists and to launch business-only notifications as deemed necessary.

THIS DOCUMENT IS THE HAMILTON COUNTY EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (EMA) PUBLIC MASS NOTIFICATION SYSTEM POLICY AND GUIDELINES ADOPTED BY THE EMA DIRECTOR ON THIS 6 DAY OF MARCH, 2024.

Nick Crossley

(Signature)

03/06/2024

(Date)

Nick Crossley

(Printed Name)

E - Notification System Policy 2024

Final Audit Report

2024-03-06

Created:	2024-03-06
By:	Morgan Peterson (morgan.peterson@hamiltoncountyohio.gov)
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"E - Notification System Policy 2024" History






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-  Agreement completed.
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EXHIBIT F

Participant User Agreement(s)

EXHIBIT E

**PARTICIPANT USER AGREEMENT
COUNTYWIDE MASS NOTIFICATION SYSTEM**

WHEREAS, _____ (“PARTICIPANT”) has entered into a Memorandum of Understanding (“MOU”) with the Hamilton County Emergency Management and Homeland Security Agency (“EMA”) for the use of the Countywide Mass Notification System (“System”) as defined in the MOU; and

WHEREAS, I am an employee of PARTICIPANT who has been selected by PARTICIPANT to be a Participant User of the System; and

WHEREAS, the MOU requires all Participant Users to execute a Participant User Agreement to have access to the System;

I, _____, hereby agree to adhere to and abide by all requirements set forth in the MOU between EMA and PARTICIPANT, including all license agreements, terms of use, privacy policies, and EMA policies attached thereto. I further agree to maintain the confidentiality of all System data, and System login and password information, in accordance with the MOU. I further agree that I will cease using the System immediately if I withdraw my consent under this Participant User Agreement or if PARTICIPANT revokes my authority to access the System at any time. I understand that I may be held responsible in the event that I breach any of said terms, conditions, or policies.

Signed:

Name: _____

Printed: _____

Email: _____

Name of PARTICIPANT: _____

Date: _____

EXHIBIT F

**PARTICIPANT USER AGREEMENT
COUNTYWIDE MASS NOTIFICATION SYSTEM**

WHEREAS, Village of Lockland ("PARTICIPANT") has entered into a Memorandum of Understanding ("MOU") with the Hamilton County Emergency Management and Homeland Security Agency ("EMA") for the use of the Countywide Mass Notification System ("System") as defined in the MOU; and

WHEREAS, I am an employee of PARTICIPANT who has been selected by PARTICIPANT to be a Participant User of the System; and

WHEREAS, the MOU requires all Participant Users to execute a Participant User Agreement to have access to the System;

I, _____, hereby agree to adhere to and abide by all requirements set forth in the MOU between EMA and PARTICIPANT, including all license agreements, terms of use, privacy policies, and EMA policies attached thereto. I further agree to maintain the confidentiality of all System data, and System login and password information, in accordance with the MOU. I further agree that I will cease using the System immediately if I withdraw my consent under this Participant User Agreement or if PARTICIPANT revokes my authority to access the System at any time. I understand that I may be held responsible in the event that I breach any of said terms, conditions, or policies.

Signed:

Name: _____

Printed: _____

Email: _____

Name of PARTICIPANT: Village of Lockland

Date: _____

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - __

AN ORDINANCE ADJUSTING SALARIES FOR EMPLOYEES IN THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, at has been the recent recommendation of the Council of the Whole Committee, that the salaries paid to members of the Lockland Fire Department should be upwardly adjusted; and

WHEREAS, an adjustment serves as a recognition of the important work done by the Fire Department, and provides an encouragement for current members to remain with the Village; and

WHEREAS, there was a calculation error in a prior overtime compensation of a department member, Tyler Council, who serves as Fire Inspector/Code Enforcement Officer; and

WHEREAS, the mistake in calculation in overtime resulted in an overpayment of overtime pay from a period beginning around October, 2022, and that error has since been corrected; and

WHEREAS, Council desires to acknowledge and accept that error and not to take steps to claw back funds from that inadvertent payment; now therefore,

BE IT ORDAINED, by the Council of the Village of Lockland, State of Ohio that:

SECTION I The full-time fire salary schedule is hereby established as shown below, and shall go into effect as of the next applicable pay date:

TITLE	ANNUAL SALARY	EXPERIENCE
Fire Chief	\$ 93,684	--
Full-Time ("FT") Firefighter/CEO Step 3	\$ 77,251	FT 3 or more years
FT Firefighter/CEO Step 2	\$ 74,568	FT 2 years to 3 years
FT Firefighter/CEO Step 1	\$ 71,864	FT 1 year to 2 years
FT Firefighter/CEO Step 0	\$ 69,139	Entry Level FT to 1 year

SECTION II

The fire hourly pay schedule is hereby established as shown below, and shall go into effect as of the next applicable pay date:

POSITION	HOURLY PAY RATE
PPC Firefighter	\$ 24.25
Firefighter Medic	\$ 21.00
Firefighter EMT	\$ 18.90
Cadet Firefighter	\$ 10.61

SECTION III

The fire stipend pay schedule is hereby established as shown below, and shall go into effect as of the next applicable pay date:

POSITION	ANNUAL STIPEND
Assistant Fire Chief	\$15,750
District Fire Chief	\$5250
Fire Captain	\$2100
Fire Lieutenant	\$2100
Chief Engineer	\$ 2,100

SECTION IV

Council hereby accepts and acknowledges the expenditure in overtime pay of Tyler Council beginning in October 2022 that was previously set at a lower rate by ordinance.

SECTION V

This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland and its citizens. The reason for said emergency is to provide an incentive to the members of the Village of Lockland Fire Department and ensure that the new pay schedule may go into effect immediately and to reflect the Council's desire to approve the error in pay described in this ordinance. Therefore, this Ordinance is declared to be an emergency and shall become effective immediately.

Passed this 13th day of May, 2024.

Mayor, Village of Lockland

Attested: _____
Clerk of Council

I, _____, Clerk of Council of the Village of Lockland, Ohio, do hereby certify that publication of the foregoing Ordinance or Resolution was duly made by posting true copies thereof at five of the most public places in said Village as determined by the Village Council through Resolution No. 2011-R-I; for a period of 15 days commencing on the _____ day of _____, 2024.

Clerk of Council

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - _____

**AN ORDINANCE FIXING THE HOURLY RATE OF PAY FOR
MAYOR'S COURT CLERK AND AMENDING SECTION 298.05 TO
CLARIFY BENEFITS FOR THE POSITION AND DECLARING AN
EMERGENCY.**

WHEREAS, The Village of Lockland Village Council has determined that it is desirable to adjust the hourly pay for the position of Mayor's Court Clerk and to clarify the benefits available to such position by amending section 298.05 of the Codified Ordinances; now, therefore,

BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

SECTION I The position of Mayor's Court Clerk shall be paid on an hourly basis at a rate shown below, based on the number of years of service as a Mayor's Court Clerk or equivalent. "Years of Service" shall be determined by the Police Chief based upon the individual's direct or equivalent experience in a similar role, as defined in 298.05, below.

YEARS OF SERVICE	HOURLY PAY RATE
New hire to 2 years	\$ 22.50
2 to 4 years	\$ 24.00
4 to 8 years	\$ 25.50
8 or more years	\$ 27.00

SECTION II The pay rate above shall be effective at the next available pay period.

SECTION III Section 298.05 of the Codified Ordinances are hereby amended to read as follows:

§ 298.05 MAYOR'S COURT CLERK.

(a) The position of full-time Mayor's Court Clerk shall be paid on an hourly basis at a rate per hour as established by ordinance of the Village Council. The Mayor's Court Clerk shall assume all duties created by this code of ordinances for the position of Mayor's Court Clerk.

(b) The Mayor's Court Clerk shall receive the same benefits as provided for all full-time employees in the Department of Service as the same are set forth in Chapter 248 of this code, with the exception vacation time which shall be calculated as follows:

i. The Mayor's Court Clerk who has accumulated or who hereafter accumulates one year or more of service shall be entitled to an annual vacation with pay as follows, with "years of service" being calculated for

the purposes of this section 298.05 only, as defined below in Section 298.05(b)(iv):

Years of Service	Vacation Days Per Year
1 or more	10
2 or more	14
6 or more	21
12 or more	28
18 or more	28 plus 40 hours regular pay or five additional days
25 or more	35 plus 40 hours regular pay or five additional days

- ii. Notice of vacation time to which the Mayor’s Court Clerk is entitled shall be issued by the Mayor or his/her designee on the first business day of each calendar year. If during the calendar year the Mayor’s Court Clerk is entitled to additional vacation time upon the Mayor’s Court Clerk’s work anniversary date during that year, the Mayor’s Court Clerk will receive those additional vacation days at the anniversary date and can use those additional days during the remainder of the calendar year.
- iii. Vacation days shall be taken within the calendar year, if at all possible, and shall not carry over from year to year. In the event of unusual circumstances, pay in lieu of vacation shall be given at the discretion of the Village Administrator.
- iv. “Years of Service” is defined for the purposes of this Section 298.05 to be as determined by the Police Chief at time of hire, based upon the individual’s direct or equivalent experience in a similar role.

SECTION IV

All other sections of Chapter 298 shall remain as written.

SECTION V

This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland. The reason for said emergency is to establish an acceptable pay rate and clarify benefits for the position of Mayor’s Court Clerk. Therefore, this ordinance shall become effective immediately.

Passed this 13th day of May, 2024.

Mayor, Village of Lockland

Attested: _____
Clerk of Council

I, _____, Clerk of Council of the Village of Lockland, Ohio, do hereby certify that publication of the foregoing Ordinance or Resolution was duly made by posting true copies thereof at five of the most public places in said Village as determined by the Village Council through Resolution No. 2011-R-I; for a period of 15 days commencing on the _____ day of _____, 2024.

Clerk of Council

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - _____

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR TEMPORARY OPERATOR/CONSULTING SERVICES RELATED TO WATER FACILITY STAFFING REQUIREMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is in need of Water/Wastewater Systems Consulting Professional Services; and

WHEREAS, Terry L. Morris is well qualified and possesses the qualifications necessary to perform such tasks; and

WHEREAS, the Village desires to engage Mr. Morris as provided in the attached Agreement to provide such services related to its water facilities;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

SECTION I The Village Administrator is hereby authorized to execute the “Consultant Agreement” with Terry L. Morris found in Exhibit 1, attached hereto and incorporated by reference herein, which Agreement is hereby approved.

SECTION II This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland. The reason for said emergency is the immediate need of the Village to be able to provide water services and to meet staffing requirements. Therefore, this Ordinance shall become effective immediately.

Passed this _____ day of _____, 2024.

MAYOR, VILLAGE OF LOCKLAND

Attested: _____
CLERK OF COUNCIL

EXHIBIT 1
to Ord. # 2024 - _____

**INSERT PDF OF
MORRIS AGMT**

CONSULTANT AGREEMENT

by and between

Terry L. Morris

and

This Agreement entered into the date stated below, by and between _____ and Terry L. Morris, 8051 Travis Ct. Franklin, Ohio 45005 (hereinafter the "Consultant - WTP/WWTP Operator").

WHEREAS, the _____ and,

WHEREAS, to assist with the requirements of _____ for Water/Wastewater Systems Consulting Professional Services, _____ desires to enter into an Agreement with the Consultant/Operator for said service;

WHEREAS, Consultant/Operator does provide professional services in the area of water & wastewater systems, and desires to enter into an Agreement with _____ as an acting agent to fulfill consulting on and assisting with Water/Wastewater Facility Projects.

NOW, therefore, **BE IT AGREED** by and between the parties hereto as follows:

A. Scope of Service

- Provide Temporary Operator/Consulting Services for Facility Staffing Requirements.
- Coordinate requested/needed services/training with others as directed by _____

B. Terms of Agreement

1. The Agreement shall commence _____, 2024 and terminate December 31, 2024 or upon need of services, or whichever occurs first.

C. Compensation

1. The Consultant shall be compensated in an amount not to exceed Ten thousand dollars and zero cents (\$10,000.00) for work listed in the scope of services. Consultant shall invoice the _____ on a monthly basis for the hours worked. The hourly rate for the Consultant shall be eighty dollars (\$80.00) per hour.

Terry L. Morris
8051 Travis Ct.
Franklin, Ohio 45005

D. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement.

E. Agreement Expiration

1. This Agreement shall expire on December 31, 2024, or upon expenditure of funds, need for services or whichever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.
2. Consultant shall be responsible for local travel to the locations of the project sites and activities. Consultant shall not receive payment for travel to local project sites and activities.
3. Consultant will be reimbursed for any meals/lunch meeting where client and consultant review/discuss water/wastewater projects.
4. Minimum of 4 hours consultant fee for said meetings.

F. Reporting

1. The Consultant shall work cooperatively with the Facility Management; and the Consultant will provide appropriate reporting regarding items listed in the scope of service.

G. Agreement Modification

1. This Agreement may be modified only upon mutual and written consent of both parties.

H. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of -----, the Department may upon written notice to the Consultant terminate the rights of the Consultant without cause to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of -----, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the information to ----- and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Department.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to Veolia.
3. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

I. Execution

IN EXECUTION WHEREOF, Terry L. Morris, the Consultant/Operator herein, has set his hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

CONSULTANT:

SIGNATURE: _____

PRINTED NAME: Terry L. Morris

DATE: _____

IN EXECUTION WHEREOF, the Veolia North America has caused this Agreement to be executed on the date stated below by _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - _____

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR RIDES AND ENTERTAINMENT SERVICES AT THE LOCKLAND 175TH CELEBRATION, AND DECLARING AN EMERGENCY.

- WHEREAS,** the Village is celebrating its 175th year in an event scheduled for September 13th and 14th, 2024; and
- WHEREAS,** the Village desires to secure rides, balloon artist, juggler, and various food stations that are available for said dates; and
- WHEREAS,** Juggler Dave and Friends, LLC d/b/a Cincinnati Circus Company (“CCC”) is available to provide such services on said dates; and
- WHEREAS,** the services provided will be covered partially or completely by ticket sales to attendees, depending on the final count of ticket sales, with the Village making up the remainder of the \$20,000 minimum if necessary; and
- WHEREAS,** the Village Council desires to engage such services for the Lockland 175th event;

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

- SECTION I** The Village Administrator is hereby authorized to execute the “Event Engagement Contract” with CCC found in Exhibit 1, attached hereto and incorporated by reference herein, or a version which is substantially similar to it, which Contract is hereby approved.
- SECTION II** This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland. The reason for said emergency is the immediate need of the Village to be able to secure services that would be beneficial to important community events. Therefore, this Ordinance shall become effective immediately.

Passed this _____ day of _____, 2024.

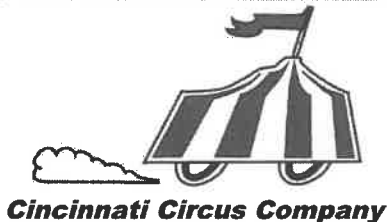
MAYOR, VILLAGE OF LOCKLAND

Attested: _____
CLERK OF COUNCIL

EXHIBIT 1
to Ord. # 2024 - _____

INSERT PDF OF
CCC AGMT

Cincinnati Circus Company
6433 Wiehe Road
Cincinnati, Ohio 45237
www.CincinnatiCircus.com
Events@cincinnatiCircus.com



FED Tax ID #: 20-1380409
Office: 513-921-5454
After Hours: 513-400-3868
Fax: 513-806-2342

Event Engagement Contract

Date of event:	September 13 & 14, 2024	Contact Person:	Doug Wehmeyer
Time of event:	06:00 PM to 09:00 PM	Phone Number:	513-678-2293
Event Name:	Lockland 175th Celebration	Email Address:	jmcgee@lacklandoh.org
Subtotal (See Invoice):	\$ 0.00 (See Invoice for Grand Total)	Location of Performance:	101 North Cooper Ave. Cincinnati, OH 45215
Artist Service:	See Exhibit A		

This Contract for Services (the "Agreement") is made on 5/3/24 by and between JUGGLER DAVE AND FRIENDS, LLC d/b/a Cincinnati Circus Company ("CCC"), with a principal place of business at 6433 Wiehe Road, Cincinnati, Ohio 45237 and Village of Lockland ("Customer"), with a principal place of business at 101 North Cooper Ave., Cincinnati, OH 45215. Collectively, CCC and Customer shall be referred to throughout as the "Parties." Any notice under this Contract shall be served at the addresses listed herein.

1. DESCRIPTION OF SERVICES

Upon execution of this Agreement, CCC agrees to perform the Services listed on the attached Exhibit A, which is incorporated into this Agreement, for Customer. CCC further agrees to devote adequate time and effort using reasonable care and skill and in a workmanlike manner consistent with industry standards in performance of the Services described in this Agreement. Nothing in this Agreement, however, shall be construed as a guarantee on the part of CCC for results to Customer from the performance of the Services.

Customer understands that CCC may need to alter the Services in some non-material respects at its discretion. Notwithstanding any such alterations, which Customer expressly permits, CCC agrees to provide materially the same Services as described on the attached Exhibit A. In no event shall said changes nullify any of the other terms of this Agreement, including, but not limited to, the total cost of Services. Should CCC need to materially alter the Services before or during performance, Customer shall receive a partial reimbursement commensurate with the material change.

These Services will be performed in consultation with Customer, however, CCC shall have complete authority and sole discretion to determine the technical manners in which they are performed and completed. Such authority and discretion shall include the ability to hire and retain subcontractors to perform said Services. Customer further agrees to abide by all rules and regulations set forth by CCC.

2. TERMS OF SERVICE

This Agreement shall become effective upon execution. The date, time, and location of the Services are set forth on the attached Exhibit A.

CCC, by and through its employees and/or contractors (the CCC "Performers"), agrees to provide the Services from the start time to the end time listed on the attached Exhibit A. Notwithstanding the start and end time, Customer acknowledges and agrees that the Performers shall be permitted to take reasonable breaks for rest, nutrition, and general health. Such breaks are at minimum what is dictated by Ohio law, but are at the discretion of the Performers and based upon their individual needs.

Customer is responsible for providing a safe location for the performance of the Services. In the event the Performers arrive and do not feel that the location is suitable (i.e. inclement weather or other conditions) they are permitted to instruct Customer to find a suitable location. Failure of Customer to find a suitable location for the performance of the Services shall entitle CCC to cancel this Agreement. In the event of such cancellation, Customer shall remain obligated to pay the total Services price.

In the event Customer requests that the Performers extend the length of Service beyond the times listed on the attached Exhibit A, Customer expressly agrees that the cost of said Services shall be computed at the rate of service rendered under Exhibit A.

3. TOTAL PRICE OF SERVICES/PAYMENT

The total price for Services provided under this Agreement shall be \$ 0.00 by check or \$ 0.00 by credit card. Private events paid by check must be hand delivered prior to booking to secure event. Corporate, Company, and business events require a 10% deposit due upon receipt of this correspondence to secure event. Full payment is due within 7 business days of the event. If your company requires specific payment arrangements, please reach out to our accounting department as soon as possible. Payments made by credit card will incur a 4% processing fee.

Failure of Customer or its successors, heirs, assigns, and/or representatives, to make the payments set forth herein shall constitute a default under this Agreement which shall permit CCC to terminate this Agreement, with or without notice. Late payments shall incur interest at a rate of 10% per 30 days, compounding, beginning 30 days after the date the Services were performed.

4. NON-SOLICITATION OF CCC EMPLOYEES OR CONTRACTORS

Without the prior, written, consent of CCC, Customer agrees that it will not hire, as an employee or independent contractor, any of CCC's Performers for a period of 18-months following the completion of the Services.

Customer understands that the CCC does not have an adequate remedy at law for the breach or threatened breach of this Paragraph by Customer. Customer therefore agrees that if there is any such breach or threatened breach, CCC may, in addition to any other legal or equitable remedies which may be available to it, obtain a temporary restraining order and an injunction to enjoin or restrain Customer from the breach or threatened breach of any such covenants contained herein, in addition to monetary relief.

In the event that a court determines that Customer has breached this provision of the Agreement, Customer and CCC agree that the court shall award CCC its reasonable attorneys' fees and costs.

5. INDEMNIFICATION

Customer agrees that it will defend, indemnify, and hold harmless CCC, and any of its agents, employees, contractors, representatives, shareholders, members, attorneys, successors, assigns, related entities, parent companies, and partners for any and all losses, claims, actions, or proceedings of any kind and character that may be presented or initiated by any other persons or organizations and which arise directly or indirectly from CCC's performance of the Services contemplated by this Agreement, including court costs and attorneys' fees, if any, which CCC may sustain, to the fullest extent permitted by law.

6. CANCELLATION

All cancellations shall be made in writing and delivered to CCC at the address listed in the introductory clause of this Agreement by certified mail or by electronic mail, with receipt acknowledged, to: Info@CincinnatiCircus.com.

Upon execution of this contract the customer agrees to the following cancellation terms regardless of the reason including weather, acts of god, force majeure, pandemic, communicable disease, or any other unforeseen event.

If the Customer cancels the Services after executing this Agreement, the following fee structure applies:

- a. Cancellation between the issue date of the contract and 2 weeks prior to event, 20% of the total amount + expenses incurred by CCC shall be due;
- b. Cancellation between 2 weeks and 48 hours prior to event date, 50% of the total amount + expenses incurred by CCC shall be due (catering, decorations, etc.);
- c. Cancellation less than 48 hours from the start of the event, 100% of the total amount + expenses incurred by CCC shall be due

7. DEFAULT

The occurrence of any of the following, which should not be considered an exhaustive list, shall constitute a default under this Agreement:

- a. The failure to make a required payment when due
- b. The insolvency or bankruptcy of either party
- c. Breach of a material obligation under this Agreement
- d. Failure to provide a safe location for the performance of the Services

In the event that Customer defaults under this Agreement, Customer agrees to pay CCC's attorney's fees and other collection costs incurred, whether or not a lawsuit is commenced, and further agrees that any unpaid amount is subject to monthly interest at the statutory rate.

8. LIMITATION OF LIABILITY

In no event shall CCC or any of its agents, employees, representatives, shareholders, members, attorneys, successors, assigns, related entities, parent companies and partners be liable to customer or any other person or entity for any special, indirect, punitive, incidental, or consequential damages whatsoever arising out of or related to this agreement or any of the services, including, without limitation, loss of profits, injuries or death to persons or property, loss of use of property, loss or damage to data or records or damages for which customer may be liable to other persons or entities, even if CCC has been advised of the possibility of such damages. CCC's maximum aggregate liability under this agreement shall not exceed the amount of payments actually made by customer to CCC under the applicable agreement giving rise to such claim.

9. RIDES AND RENTALS

Not all Services will result in the rental of rides. In the event rides are requested, Customer understands that all rides and rentals are inherently dangerous and assumes sole liability and responsibility for the safe staffing, operation, conditions, and circumstances surrounding the ride. Customer further agrees to be responsible for any theft or damage to the property. Client agrees to staff all rides with attendants who are over the age of 16 unless otherwise noted on the attached Exhibit A. Customer acknowledges and agrees that CCC is not the manufacturer of the rides nor an agent of the manufacturer and that no warranty is given against evident or hidden defects in material, workmanship, or capacity. Pursuant to Paragraphs 5 and 8, Customer expressly agrees to hold CCC harmless in the event of any injury or damage caused by the use of the rides. In the event a ride becomes dangerous or inoperable during the performance of the Services, CCC and/or its Performers shall have the option to close the ride for the remainder of the Services. In the event of such a closure, Customer shall be entitled to the return of the percentage of the total cost of Services associated with the inoperable ride.

Customer agrees to be held financially responsible for the cleanup or restoration of any rides damaged by mud, dirt, leaves, chips, cuts, tears, and/or burns caused by Customer and/or its guests. Customer shall work with the Performers to prohibit any silly string, food, sharp objects, glass, and/or rough play on or near the rides. Customer shall reimburse CCC upon receipt of CCC's invoice. *Optional damage waiver covers accidental damage to items.

10. ANIMALS

Not all Services will result in the use of animals. In the event animals are requested, Customer understands and agrees that they are inherently dangerous animals, and pursuant to Paragraphs 5 and 8, assumes sole liability and responsibility for all injuries, damages, and/or deaths resulting from the act of an animal.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the performance of Services, and the Parties acknowledge that there have been no warranties or representations, either expressed or implied, outside the terms of this Agreement to induce them to enter into this Agreement.

12. MODIFICATION OF AGREEMENT

This Agreement may not be modified in any way unless executed in writing and signed by all Parties to this Agreement.

13. ADEQUATE CONSIDERATION

The Parties acknowledge that the consideration received for the execution of this Agreement is sufficient and lawful supporting the execution of the Agreement.

14. FINDING OF UNENFORCEABILITY/SEVERABILITY

If any provision of this Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

15. COUNTERPARTS

This Agreement may be executed in counterpart originals, each of which shall be deemed an original. A faxed, scanned, or electronically signed copy of an executed counterpart shall be as binding on all Parties as the original.

16. BINDING

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective shareholders, members, managers, directors, officers, employees, affiliates, attorneys, consultants, insurers, and agents, and their respective heirs, executors, administrators, predecessors, successors and assigns.

17. GOVERNING LAW

This Agreement shall in all respects be interpreted, enforced, and governed by and under the law of the State of Ohio. Any and all disputes with respect to this Agreement shall be brought exclusively in the courts located in Hamilton County, Ohio.

18. SIGNATURES/WARRANTIES


Both CCC and Customer represent and warrant that they have the full right, power and authority necessary to enter into this Agreement and to grant the rights contained herein and that by entering into this Agreement, neither will breach or violate any provisions of any other agreement to which it is bound

The Parties have executed or caused their duly and authorized officers to execute this Agreement on the dates indicated below. The individuals signing this Agreement on behalf of any of the Parties represent and warrant that they have the authority to do so.

CUSTOMER:

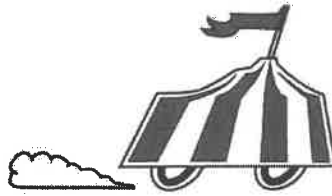
 Name: _____
 Title: _____
 Date: _____

**JUGGLER DAVE AND FRIENDS, LLC:
 d/b/a/ Cincinnati Circus Company**



 Name: Dave Willacker
 Title: Owner
 Date: 5/3/24

Cincinnati Circus Company
6433 Wiehe Road
Cincinnati, Ohio 45237
www.CincinnatiCircus.com
Events@cincinnatiCircus.com



FED Tax ID #: 20-1380409
Office: 513-921-5454
After Hours: 513-400-3868
Fax: 513-806-2342

Event Engagement Invoice

Date of event:	September 13 & 14, 2024	Contact Person:	Doug Wehmeyer
Time of event:	06:00 PM to 09:00 PM	Phone Number:	513-678-2293
Event Name:	Lockland 175th Celebration	Email Address:	jmcgee@lacklandoh.org
Subtotal <small>(See Invoice):</small>	\$ 0.00 <small>(See Invoice for Grand Total)</small>	Location of performance:	101 North Cooper Ave. Cincinnati, OH 45215
Artist Service:	See Exhibit A		

All payments must be made within 14 days prior to the start of the event or rental.

If Paying With Check, Money Order Or Cash:

Mail payment to the address above (upper left corner) and write event date & contact name in the memo line. Make Checks payable to "Juggler Dave and Friends llc".

= Subtotal:	\$ 0.00
Damage Waiver:	\$ 0.00
Delivery/Travel:	\$ 0.00
+ Sales Tax:	\$ 0.00
= Total:	\$ 0.00
= Grand Total	\$ 0.00
Amount Paid:	_____
Remaining Due:	\$ 0.00

If Paying With Credit Card:

Please contact our accounting department to provide credit card payment information by phone (513) 921-5454, through the QuickBooks link sent to your email, or fill out the form below.

= Subtotal:	\$ 0.00
Damage Waiver:	\$ 0.00
Delivery/Travel:	\$ 0.00
+ Sales Tax:	\$ 0.00
= Total:	\$ 0.00
(+4% CC Processing Fee):	\$ 0.00
= Grand Total <small>(w/ CC processing fee)</small>	\$ 0.00
Amount Paid:	_____
Remaining Due:	\$ 0.00

For Credit Card Payment please complete the following:

CC#: _____

Security Code: _____ Expiration(MM/YY): _____

Billing (Street): _____

City/State: _____ Zip: _____

Authorized Signature: _____

Exhibit A - Description of Services

Date of event:	September 13 & 14, 2024	Contact Person:	Doug Wehmeyer
Time of event:	06:00 PM to 09:00 PM	Phone Number:	513-678-2293
Event Name:	Lockland 175th Celebration	Email Address:	jmcgee@lacklandoh.org
Subtotal (See Invoice):	\$ 0.00 (See Invoice for Grand Total)	Location of performance:	101 North Cooper Ave. Cincinnati, OH 45215
Artist Service:	See Exhibit A		

Services	Start	End
Event Coordinator	06:00 PM to 09:00 PM	
Strolling Stilt Balloon Artist		
Strolling Juggler	06:00 PM to 08:00 PM	
Ticket Booth w/attendant	06:00 PM to 09:00 PM	
<p>QTY 11 Mechanical & Inflatable Rides w/attendants (Cars & Jeeps, Ferris Wheel, Tubs of Fun, Spinning Barrel, Frolic, Rock Wall, Turtles, Caterpillar - Rockets - or Trackless Train, Inflatable Slide, Inflatable Bounce House, Inflatable Obstacle Course) * Mechanical Rides sometimes break down, so we reserve the right to substitute rides if needed*</p>		
<p>***Not included in the guarantee***</p>		
<p>Corn Roasting Trailer w/attendant</p>		
<p>Funnel Cake Truck w/attendant</p>		
<p>Popcorn, Cotton Candy, Snow Cones, Lemon Ice Truck w/attendant</p>		
<p>Hamburger, Hot Dogs, Fries, Drinks Truck w/attendant</p>		
<p>Balloon Darts Trailer w/attendant (winner every time)</p>		
<p>Games Trailers w/attendants</p>		
<p>- No other rides, games or similar food (with the exception of shaved ice are allowed.</p>		

Additional Notes and Financial Terms

Lockland guarantees CCC at least 20k in ride ticket sales. Food & Game sales do not count towards the guarantee.

Ride Rental

Operator/Attendant Responsibility Checklist

Client/Volunteer assumes responsibility for the proper operation of the ride and the safety of its participants. Client/Volunteer will limit the number of people on the ride to a proper and safe number. Client/Volunteer will restrict any misuse or aggressive use of ride which may result in injury. Client/Volunteer will shut down ride if there are any conditions that may result in injury.

Client/Volunteer will attend ride at all times and ensure safe use of the ride. Client/Volunteer agrees to the proper operation of the ride and assumes all liability for misuse. Signature at bottom assumes all responsibilities for ride.

<u>Renter Initials</u>	<u>Owner/Rep . Initials</u>	<u>Operator/Attendant Responsibilities</u>
X	X	*Supervision by an adult trained attendant is required at all times.
X	X	Limit the number of people on ride (Number is listed on side of ride)
X	X	The Operator/Attendant should point out and make all riders aware of the Rules posted on the side of the game
X	X	The inflatable MUST BE securely anchored at all times.
X	X	Entry into the inflatable device should be orderly and in a controlled manner.
X	X	Riders should be of similar age range, height, and weight.
X	X	Persons with mental or physical impairment should not be allowed to use this ride.
X	X	NO: Shoes, eyeglasses, jewelry, or other sharp objects
X	X	NO: Somersaults, diving, wrestling, rough play, or flips
X	X	NO: Food, drinks, gum, pets, or silly string
X	X	Do not jump onto or off the ride.
X	X	Use of whistles and signaling devices is recommended
X	X	Keep patrons away from the blower at all times
X	X	DO NOT USE: and immediately deflate the inflatable if wind conditions exceed 15 mph and/or it rains
		<u>FOR RIDES WITH CLIMBS AND SLIDES</u>
X	X	Go down the slide feet first only.
X	X	NO: climbing up the slide the wrong way
X	X	NO: jumping onto the slide area
		<u>EMERGENCY PROCEDURES</u>
X	X	<i>In the unlikely event of a severe weather alert, power failure, or a medical emergency:</i>
X	X	Exit patrons in an orderly fashion away from the game
X	X	Turn off the blower and unplug from the outlet
X	X	Keep patrons and guests away from the inflatable
X	X	Call the appropriate emergency responders if necessary

I have been instructed in and understand the Operator/Attendant Responsibilities and the Procedures listed above.

Operator Name: _____ Date: _____

Operator Signature: _____

Location/Event: _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Juggler Dave & Friends, LLC

2 Business name/disregarded entity name, if different from above
dba Cincinnati Circus Company

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6433 Wiehe Road

6 City, state, and ZIP code
Cincinnati, OH 45237

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number									
2	0	-	1	3	8	0	4	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Dave Willacker*

Date ▶ 1-1-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - _____

**AN ORDINANCE AMENDING SECTION 648.10 OF THE LOCKLAND CODE OF
ORDINANCES REGARDING EXCESSIVE NOISE AND DECLARING AN
EMERGENCY**

WHEREAS, the Village’s current noise ordinance is in need of some updated and clarified language; now therefore,

BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

SECTION I Section 648.10, Excessive Noise. Is hereby amended as shown in the attached Exhibit 1, incorporated by reference herein.

SECTION II All other portions of Chapter 648 shall hereby remain as written.

SECTION III This ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland and its citizens. The reason for said emergency is the need to ensure that the Village of Lockland is able to effectively enforce its noise ordinance in a clear and consistent manner. Therefore, this ordinance shall become effective immediately.

Passed this _____ day of _____, 2024.

Mayor Mark Mason, Village of Lockland

Attested: _____
Kathy Pittman, Clerk Treasurer

EXHIBIT 1
to Ord. # 2024 - _____

§ 648.10 EXCESSIVE NOISE.

(a) Findings and purpose. It is hereby found and declared that:

(1) The making and creation of excessive, unnecessary or unusually loud noise within the village is a condition which has existed for some time, and the extent and volume of the noise is increasing.

(2) The making, creation or maintenance of the excessive, unnecessary, unnatural or unusually loud noise which is prolonged, unusual and unnatural in its time, place, use and effect is a detriment to the health, comfort, convenience, safety, welfare and prosperity of the residents of the village.

(3) The necessity, in the public interest, for the provisions and prohibitions hereinafter contained and enacted is declared as a matter of legislative determination and public policy, and it is further declared that the provisions and prohibitions are in pursuance of, and for the purpose of, securing and promoting the public health, comfort, convenience, safety, welfare and prosperity and the peace and quiet of the village for its inhabitants.

(b) Statement of violation. No person shall make or continue, or cause to be made or continued, any excessive, unnecessary or unusually loud noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the village, according to the hours and standards provided in this section.

(c) Prohibited noises. The following acts, among others, are hereby declared to be loud, disturbing and unnecessary noises in violation of this section, but the enumeration shall not be deemed to be exclusive:

(1) Horns, signaling devices, and the like. The sounding of any horn or signaling device on any automobile, motorcycle, streetcar or other vehicle on any street or means of any signaling device of any unreasonably loud or harsh sound; the sounding of any device for an unnecessary and unreasonable period of time; the use of any signaling device, except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust; and the use of any signaling device when traffic is, for any reason, held up;

(2) Electronic devices and musical instruments. The use or operation, or permitting the playing, use or operation of, any amplified radio-receiving set, musical instrument, television, CD player, tape player, digital music player, stereo, speaker, MP3 player, or other machine or device for the producing or reproducing of sound in a manner as to disturb the peace, quiet and comfort of the neighborhood inhabitants, or at any time with a louder volume than is necessary for convenient hearing for the person who is in the room, vehicle or chamber in which the machine or device is operated and who is a voluntary listener thereto. The use of any amplified sound operation of any set, instrument, phonograph, machine, digital music player, stereo, speaker, MP3 player or device at any time in a manner so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence, or of any person in the vicinity, is prohibited;

(3) ~~Loudspeakers; amplifier~~ Amplified sound for advertising. The use or operation, or permitting the playing, use or operation of, any amplified sound ~~radio-receiving set, musical instrument, loudspeaker, sound amplifier, digital music player, stereo, speaker, MP3 player or other machine or device~~ for the producing or reproducing of sound upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure at any time;

(4) Yelling, shouting, and the like. Yelling, shouting, hooting, whistling or singing on the public streets, ~~particularly between the hours of 11:00 p.m. and 7:00 a.m. of the following day, or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office or in any dwelling, hotel or other type of residence, or of any person in the vicinity;~~

(5) Animals, birds and the like. The keeping of any animal or bird which, by causing frequent or long continued noise, disturbs the comfort or repose of any persons in any office or in any dwelling, hotel or other type of residence at any time ~~person in the vicinity~~;

(6) Steam whistles. The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler at any time, except to give notice of the time to begin or stop work, as a warning of fire or danger, or upon request of proper village authorities;

(7) Exhausts. The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle at any time, except through a muffler or other device which effectively prevents loud or explosive noises therefrom;

(8) Defect in vehicle or load. The use of any automobile, motorcycle or vehicle at any time that is so out of repair, so loaded or in a manner as to create loud and unnecessary grating, grinding, rattling or other noise;

(9) Loading; unloading; opening boxes. The creation of loud and excessive noise in connection with the loading and unloading of any vehicle or the opening and destruction of bales, boxes, crates and containers which, by causing frequent or long continued noise, disturbs the comfort or repose of any persons in any office or in any dwelling, hotel or other type of residence between the hours of 11:00 p.m. and 7:00 a.m. the next morning;

(10) Construction or repair of buildings. The erection (including excavation), demolition, alteration or repair of any building, may not produce any noise whatsoever other than between the hours of 7:00 a.m. and 6:00 p.m. on week days, except in case of urgent necessity in the interest of the public health and safety, and then only with a permit from the Building Inspector, which permit may be granted only for a period not to exceed three days while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the Building Inspector determines that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or by the excavation of streets and highways between the hours of 6:00 p.m. and 7:00 a.m. of the following day, and if he or she further determines that loss or inconvenience would result to any party in interest, he or she may grant permission for the work to be done between the hours of 6:00 p.m. and 7:00 a.m. of the following day and be exempt from the noise limitations of this section, upon application being made at the time the permit for the work is awarded or during the progress of the work;

(11) Schools, other learning institutions, courts, churches, ~~medical facilities and hospitals~~. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court while the same is in use and the noise unreasonably interferes with the workings of the institution provided that conspicuous signs are displayed in a manner that is visible from the street that indicates that such institution is a school, learning institution, court, and/or church., or adjacent to any medical facility or hospital, which noise unreasonably interferes with the workings of the institution, or which disturbs or unduly annoys patients in the medical facility or hospital, provided that conspicuous signs are displayed on the street indicating that the same is a school, medical facility, hospital or court street;

(12) Medical Facilities and hospitals. The creation of any excessive noise on any street adjacent to any Medical Facility or Hospital at any time at which such noise unreasonably interferes with the workings of the institution, or which disturbs or unduly annoys patients in the medical facility or hospital, provided that conspicuous signs are displayed in a manner that is visible from the street that indicates that such building is a medical facility or hospital.

(13)-(12) ~~Hawkers; peddlers. Shouting or Crying for Advertising.~~ The shouting and crying upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood at any time;

(14)-(13) Drums. The use of any drum or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show or sale;

(15)-(14) Transportation of metal rails, pillars and columns. The transportation of rails, pillars or columns of iron, steel or other material over and along streets and other public places, upon carts, trays, cars or trucks, or in any other manner so loaded as to cause loud noises or so as to disturb the peace and quiet of the streets or other public places;

(16)-(15) Pile drivers, hammers. and the like. The operation, ~~between the hours of 10:00 p.m. and 7:00 a.m. of the following day,~~ of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise shall not be used other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays;

(17)-(16) Blowers. The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise at any time due to the explosion of operating gases or fluids, unless the noise from the blower or fan is muffled and the engine is equipped with a muffler device sufficient to deaden the noise; and

(18)-(17) Vehicles. No person shall operate a vehicle at any time or under any condition of load, acceleration, or deceleration in such a manner as to create loud and unnecessary grating, grinding, rattling, squealing, or other noise.

(d) Prima-facie violations. Except as is specifically exempted above, it is prima-facie unlawful for a person to generate or permit to be generated sound by the above described devices or instruments in the following circumstances;

(1) On private property in a residentially zoned area, regardless of existing nonconforming use or variance, where the sound is audible more than 100 feet from the property line of the property on which the source of the sound is located; ~~or and~~

(2) On a street, highway, or in the public right-of-way where sound is audible 100 feet from the device generating the sound; ~~or~~

(3) On all property between the hours of 11:00 p.m. and 7:00 a.m. the next morning, in all zoning districts as set forth in the Zoning Ordinance of the Village, regardless of any existing nonconforming use or variance, where the sound is plainly audible from the nearest right-of-way.

(e) Exemptions from this Noise Ordinance.

- 1) Sound emanating from scheduled events conducted, sponsored or having a permit issued by the Village or schools;
- 2) Construction operations occurring between the hours of 7:00 a.m. and 9:00 p.m., provided that all equipment is operated within the manufacturer's specifications and/or with all standard manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition;
- 3) Construction operations conducted by the Village or any other governmental agency, or subcontractors thereof, performed in furtherance of a public purpose;
- 4) The loading and/or unloading of waste receptacles between the hours of 7:00 a.m. and 9:00 p.m.;
- 5) The provisions of this section shall not apply to any law enforcement motor vehicle equipped with any communication device in the performance of law enforcement duties or to any emergency vehicle equipped with any communication device necessary in the performance of any emergency procedures.
- 6) Noise made by a horn, siren or other warning device required or permitted by state law.
- 7) Noise of safety signals, warning devices, emergency pressure valves, the Village bell tower and church bells;
- 8) Persons in possession of a current parade permit.
- 9) Home maintenance equipment including, but not limited to, lawnmowers, hedge trimmers, air compressors, chain saws, and other similar equipment for home use between the hours of 7:00 a.m. and 9:00 p.m.
- 10) Noise of emergency work performed by any party that is authorized by the Village.
- 11) Village sponsored event in a Village Park.

(f) - (e) Penalty. Whoever violates the provisions of this section shall be subject to the following penalty:

(1) The first time a person violates this section within a calendar year, the person is guilty of a minor misdemeanor.

(2) If, within the same calendar year of the first offense, the offender previously has been convicted of or pleaded guilty to one violation of this section, the offender is guilty of a misdemeanor of the fourth degree for the second offense occurring within the same calendar year.

(3) If, within the same calendar year of the first offense, the offender previously has been convicted of or pleaded guilty to at least two violations of this section, the offender is guilty of a misdemeanor of the third degree for the third or any subsequent offenses occurring within the same calendar year. Punishment shall be as provided in § 698.02.

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2024 - _____

**AN ORDINANCE APPOINTING JOSEPH FORD AS PUBLIC
WORKS DIRECTOR AND JOSEPH COX AS INTERIM PUBLIC
WORKS DIRECTOR AND DECLARING AN EMERGENCY**

- WHEREAS,** Public Works Director Tyler Perkins has resigned from his role; and
- WHEREAS,** The Village Administrator has recommended the appointment of Joseph Ford as Director of Public Works, finding him to be qualified to serve in that position; and
- WHEREAS,** Because Mr. Ford cannot begin work until May 28, 2024, the Village needs to establish an Interim Public Works Director and establish pay therefore; and
- WHEREAS,** The Village Administrator has recommended the appointment of current Village employee Joseph Cox as Interim Public Works Director, and Mr. Cox has essentially been serving as such since May 7, 2024; now therefore,

BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

SECTION I Joseph Cox is hereby appointed by the Village of Lockland to serve as the Interim Director of Public Works, retroactively as of May 7, 2024, until the permanent Director of Public Works begins working, and to be paid at for that period at his current pay plus equivalent to two hours per-day overtime pay for every calendar day that he serves as Interim Director of Public Works, including those dates retroactive to the adoption of this Ordinance beginning on May 7, 2024.

SECTION II Joseph Ford is hereby appointed by the Village of Lockland to serve as the Director of Public Works, beginning on May 28, 2024, to be paid at an annual salary of \$ 82,030.20.

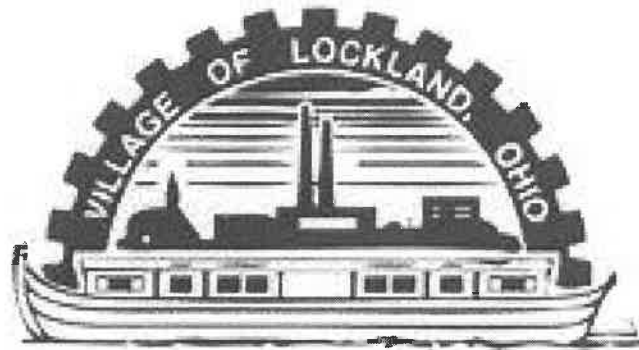
SECTION III This Ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland and its citizens. The reason for said necessity is the need to have a qualified individual overseeing the Public Works for the Village. Therefore, this ordinance shall become effective immediately.

Passed this ____ day of _____, 2024.

Mayor, Village of Lockland

Attested:

Clerk of Council



MAYOR'S COURT

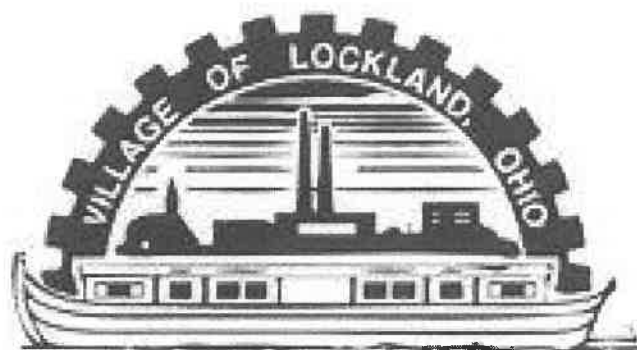
Monthly Mayor's Court Report

Lockland Mayor's Court
Cash Flow for April 2024

Page : 1
Report Date : 05/09/2024
Report Time : 12:34:00

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Computer Fund	\$788.00	\$3,209.00	\$5,873.00
Clerk Fee	\$1,292.00	\$5,174.00	\$9,561.00
Fines			
Fines	\$11,370.00	\$53,401.00	\$90,147.00
Drug fund	\$100.00	\$360.00	\$1,363.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$40.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$225.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$13,550.00	\$62,144.00	\$107,209.00
State Revenue From:			
Court Costs			
HB562-Ohio Dept of P	\$277.00	\$1,130.00	\$2,016.00
Indigent Defense Sup	\$1,920.00	\$6,960.00	\$11,885.00
HB562-Indigent Defen	\$400.00	\$1,624.50	\$2,880.00
Victims of Crime	\$747.00	\$2,979.00	\$5,315.00
State Bond Surcharge	\$0.00	\$0.00	\$75.00
Fines			
Seatbelt (Driver)	\$0.00	\$60.00	\$90.00
Seatbelt (Psnger)	\$0.00	\$0.00	\$20.00
Seatbelt (Child)	\$0.00	\$210.00	\$140.00
Miscellaneous/Other			
Miscellaneous/Other	\$0.00	\$0.00	\$60.00
Total to State:	\$3,344.00	\$12,963.50	\$22,481.00
Other Revenue From:			
Court Costs			
HB562-Indigent Alcoh	\$120.00	\$486.50	\$864.00
Total to Other:	\$120.00	\$486.50	\$864.00
TOTAL REVENUE *	\$17,014.00	\$75,594.00	\$130,554.00
*Includes credit card receipts of	\$1,715.00	\$15,945.00	\$29,298.00

END OF REPORT



POLICE DEPARTMENT



May Council Report

41 Incident reports taken in May.
193 traffic stops were conducted in May.
6105 Patrol miles logged.

Training Updates

Officer Thomas has been released from the FTO program. Officers Langford, Donovan, and Sodemann are a few weeks into their shadow phase of the program. We hope to have everyone released from the FTO program by the end of May.

Hiring

Mayor's Court Clerk Cheryl Ortlieb has announced her intent to retire at the end of June. She has been with the Village of Lockland for 6 years and in public service for almost 36 years. The application period for her position ended on 05/10/24. We will begin interviewing candidates over the next two weeks to find her replacement.

Recognition

The Lockland Police Department is being recognized as the department of the month at the Greater Cincinnati Police Museum. Officer Blair coordinated with them to provide some of the historical badges and pictures currently on display. We are honored as a department that this is occurring during the same month the National Police Week occurs.

Notable Incidents

On 04/02/24, Village of Lockland Maintenance department reported that multiple roadways had been spray painted orange by an unknown person around potholes around the Village. A M/66 was identified as being involved and charged with criminal mischief.

On 04/04/24, Officers on a directed patrol on W. Wyoming/Hosea observed a subject urinating on the side of a building. A M/49 was subsequently arrested for disorderly conduct.

On 04/14/24, Officers responded to 329 Rolef for Domestic Trouble. A F/40 admitted to slapping her husband in the face during an argument. She was subsequently charged with domestic violence and taken to the Justice Center.

On 04/18/24, Officers on routine patrol located a subject that appeared to be passed out in a running vehicle with the driver door open in front of 418 N. Wayne Ave. Upon approaching the vehicle, a firearm was observed next to the occupant. A M/40 was subsequently arrested for weapons under disability, Receiving Stolen Property Reference the stolen gun in his possession, trafficking in drugs, and drug possession.

On 04/22/24, officers responded to sb IR 75 for an auto accident with injuries. A M/36 showed signs of impairment and was subsequently charged with OVI after being released from the hospital.

On 04/24/24, officers responded to Gardner Park for disorderly juveniles. While responding, a group of 4-5 juveniles were found walking away from the park. One juvenile was walking in the middle of the road yelling profanities. The M/16 was arrested for disorderly conduct and transported to Juvenile Detention.



On 04/30/24, officers responded to the area of 201 Patterson for an animal complaint. Two dogs were loose and got into an altercation. One M/31 dog owner was cited for Minor Misdemeanor dog at large and the other M/74 was charged with M4 dog at large due to repeated violations.

K9 Activities

4 Total Deployments:

Results:

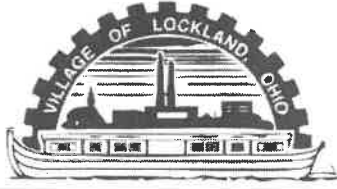
1-Assist Woodlawn with tracking a suspect who robbed Family Dollar.

1-Assist the Marshal Task Force with an article search after a wanted person fled. Dash did not locate an article but found a second suspect hiding in the bushes who was ingesting a large quantity of drugs and later admitted to EMS she was trying to kill herself.

2-Deployed Dash on West Wyoming between N. Wayne Ave and Elm on a directed patrol to act as a visual deterrent.

20.8 hours of training

Michael Ott, Chief of Police, Village of Lockland



Village of Lockland

101 North Cooper Avenue
Lockland, OH 45215
(513) 761-1124

Mayor
Mark Mason Sr.

Village Administrator
Krista Blum

Police Department Statistics & Information April 2024

Mayors Court Citations & Arrests

Traffic Citations:	153
Criminal Citations:	3
Parking Citations:	4
Lockland Bench Warrants:	88
Total Mayors Court Activities:	248 (+25%)

Physical Arrests

Felony Arrests:	3
Misdemeanor Arrest:	12
OVI Arrests:	1

Calls for Service

Auto Accidents:	13
Domestic Violence:	32
Trouble Run:	29
Assaults:	2
Person with a gun:	2
Shots Fired:	2
Burglary:	1
Robbery:	0
Warrant Arrests	16
Directed Patrols:	82

Average response times emergency dispatches: 2.08 (-30%) Minutes

Average response times non-emergency dispatches: 3.77 (-38%) Minutes

Total Calls for Service 794

Dispatch times is the elapsed time from dispatch to first officer on scene

Michael Ott, Chief of Police, Village of Lockland