



CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

LEGISLATIVE SESSION

125 N. Division Street, Room 301, Salisbury, MD 21801

Monday, November 24, 2025 6:00 PM

VACANT
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON C. DASHIELL
Councilwoman

CALL TO ORDER

WELCOME/ANNOUNCEMENTS/PLEDGE

INVOCATION - Rev. Howard Travers - Nu-Lyfe Church

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Meeting Minutes
April 28, 2025 Budget Work Session
June 9, 2025 Work Session
June 16, 2025 Closed Session #1
June 16, 2025 Legislative Session
June 16, 2025 Work Session
June 16, 2025 Closed Session #2
July 14, 2025 Legislative Session
July 14, 2025 Work Session

AWARD OF BIDS

- Award of Bids
 1. ITB 26-106 Lot 16 Waterside Park Bathroom and Pavilion Construction
 2. ITB 26-114 Woodcock Park Playground Equipment and Renovations
 3. ITB 26-115 Motorola Radios
 4. ITB 26-116 AED Heart Monitors

RESOLUTIONS

- Youth Development Advisory Committee Appointment
Resolution No. 3434 - appointment of Moses Nwakwuo to the Youth Development Advisory Committee for term ending November 2028.
- Sustainability Advisory Committee Appointment
Resolution No. 3435 - appointment of Sarah Yamakawa to the Sustainability Advisory Committee for term ending November 2028.
- Human Rights Advisory Committee Appointment
Resolution No. 3436 - appointment of Boni Rychener to the Human Rights Advisory Committee for term ending November 2027.

PUBLIC HEARING

- Charter Amendment - Updating the Procurement Department Chain of Command - 2nd Reading
Charter Amendment Resolution No. 2025-1 - to amend Article 16 of the city charter to update the chain of command of the Director of Procurement.
- Charter Amendment - Clarification of City Administrator, Deputy City Administrator, and Assistant City Administrator Roles - 2nd Reading
Charter Amendment Resolution No. 2025-2 - to amend § SC 4-1 of the charter of the City of Salisbury to update the powers and duties of City Administrator and Deputy Administrator.

ORDINANCES

- Schedule C Amendment of Ordinance 2935 (2nd reading)
Ordinance No. 2963 - amending the Schedule C included in Fiscal Year 2026 Budget Ordinance 2935 for the period of July 1, 2025 to June 30, 2026
- Budget Amendment for Additional funds for Waterside Park Project (2nd Reading)
Ordinance No. 2964 - authorizing a budget amendment for the Mayor to transfer \$165,000 from surplus to provide additional financial support for the Waterside Park Project.
- Budget Amendment for additional funds for Elevated Water Tank Maintenance -1st Reading
Ordinance No. 2965 - approving budget amendment to Water Sewer Capital Project Fund for funds for Elevated Water Tank Maintenance

PUBLIC COMMENT

ADJOURNMENT/CONVENE INTO WORK SESSION

<p>City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council's meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.</p>



BUDGET WORK SESSION MEETING MINUTES APRIL 28, 2025

PUBLIC OFFICIALS PRESENT

Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory, Councilwoman Sharon C. Dashiell, Mayor Randy Taylor

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow, Finance Director Sandy Green, and City Clerk Julie English

CALL TO ORDER

The City Council convened in a Budget Work Session on April 28, 2025 at 5:30 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

HOUSING AND COMMUNITY DEVELOPMENT – Housing and Community Development Director Muir Boda and Community Relations Manager Rachel Manning

Mr. Boda discussed the proposed West Salisbury Community Center, which would provide a modern space for recreation, education, and community programming. He added that the planned amenities included a gym, classrooms, a computer lab, and multipurpose rooms. Envisioned partnerships were local schools, colleges, and nonprofits for tutoring, health programs, and workforce training. Funding remained uncertain, with some grants secured but additional city contributions likely needed. Council members raised questions about long-term costs, staffing, accessibility, and ensuring the facility served the whole community. They concluded with next steps, to include refining cost estimates, exploring partnerships, and planning site visits before moving forward.

GENERAL DISCUSSION

Council reviewed the General Fund, Water and Sewer Fund, Parking Fund, and Marina Fund which focused on adjustments to the Mayor's proposed budget. Mr. Kitzrow explained the projected revenues and expenditures, noting that savings of \$445,000 from recently renewed energy contracts resulted in a net benefit of \$235,000 across multiple funds. He added that adjustments included partial funding for contractual obligations, the downtown ambassador program, evening playground staffing, and placeholders for capital improvement projects.

The conversation shifted to the police department's request for take-home vehicles. Mr. Kitzrow explained that the original Capital Improvement Plan (CIP) included for seven vehicles (\$525,000) but the Mayor's proposed budget did not include any. Departmental pay raises were made a priority due to ongoing union talks and arbitration. Council discussed different options, like using the money saved from energy costs to buy five vehicles and cutting funding from neighborhood projects to free up more money. Council shared concerns about officer retention, aging vehicles, and the message that would be received if no money went toward police vehicles while other projects were funded.

Council discussed the timing of ambulance lease payments, the need for new sanitation equipment, and how future labor agreements could affect the overall budget. Additionally Council discussed the \$12 million in grant funds allocated for new sidewalks and ADA upgrades. Mr. Kitzrow reviewed the fee schedule, including the short-term rental fees and trash fee increases. He noted that administration would review Councils proposed changes and submit for first reading.

ADJOURNMENT

With no further business to discuss, the Budget Work Session adjourned at 7:05 p.m.

City Clerk

Council President



**WORK SESSION
MEETING MINUTES
JUNE 9, 2025**

PUBLIC OFFICIALS

Present: Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory and Councilwoman Sharon C. Dashiell

IN ATTENDANCE

City Administrator Andy Kitzrow, Economic Development Manager Derek Jarmon, Brad Gillis, Dave Ryan, Water Works Director Cori Cameron, Colonel Howard Drewer, City Clerk Julie English, City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Work Session on June 9, 2025 at 7:33 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

RESOLUTION

- Enterprise Zone Eligibility - 200 Cypress St
- Enterprise Zone Eligibility - Westwood Commerce LLC at 1610 Westwood
- Enterprise Zone Eligibility - Westwood Commerce LLC at 1630 Westwood

Mr. Jarmon introduced the applications for the Enterprise Zone tax credits for 200 Cypress Street and two Westwood Drive properties. He relayed that the program offers up to 10 years of property tax breaks for investment and job creation. Both owners were asked to share why they applied to receive the tax credit. Mr. Gillis highlighted property upgrades, including a youth center, and Mr. Ryan discussed industrial development and job growth. Council reached consensus to move forward with the two applicants.

ORDINANCE

- Budget Ordinance - Naylor Mill Water Main Extension

Ms. Cameron spoke about a budget amendment to move \$60,000 from the water plant's chemical account to the Naylor Mill water main project. She explained that the funds would cover installing a 16-inch gate valve, tees, and valve boxes to support future development and avoid re-digging the road. She noted that while the main project is funded by an MDE grant, this addition was a city expense to plan for growth and expand water access to nearby areas. Council reached consensus to move this forward to legislative session.

- Acceptance of BJAG Grant Funding from GOCCP

Colonel Drewer presented an ordinance to accept a \$20,000 BJAG grant from the Governor's Office of Crime Prevention, Youth, and Victim Services. He explained the funds would expand the city's camera system to cover the downtown plaza. This would reduce the need for portable units and building on previous projects, including an \$80,000 garage camera upgrade. Council gave consensus to move the ordinance forward to legislative session.

- Budget Amendment to increase funding for Attorney Fees for Special Counsel

Mr. Kitzrow presented a budget amendment to increase the FY26 general fund allocation for attorney fees, primarily for special counsel related to union negotiations and pending litigation. He noted higher-than-expected bills, especially from CBM, and explained that funds had been shifted earlier to cover arbitration costs. He added that while the request was initially for \$60,000, the final amount was expected to be lower due to avoiding multiple arbitration cases. Council gave consensus to move forward with the ordinance.

PUBLIC COMMENT (Agenda Items Only)

There were no public comments.

ADMINISTRATION COMMENTS

Mr. Kitzrow thanked the council for adopting a balanced budget and supporting the amendment, stating it would strengthen the office's work on complex projects. He appreciated avoiding tax increases but warned rising costs and union salaries could strain future budgets. He noted the one-time \$1.5 million fire service payment helped this year but would not recur. He noted that this was his last budget process for Salisbury and thanked the Council.

COUNCIL COMMENTS

Ms. Jackson praised city staff for their quick response to a pipe burst at the Lodges at Naylor Mill and stressed the need for fiscal responsibility. She suggested a work session to review spending and ensure taxpayer dollars were used wisely.

Ms. Dashiell thanked Delegate Barry Beauchamp for attending the meeting, highlighted a successful ribbon-cutting event at Doverdale, and encouraged residents to share their feedback on city expenditures. She also reminded the public about the final comprehensive plan input session on Thursday at the fire department, focusing on long-term planning.

Ms. Gregory reported that the Green Team continued to maintain the Boundless Garden and encouraged community participation. She updated the Council on the Public Art Committee, which was preparing an accessible park art project and working to ensure it accommodated individuals with mobility challenges.

Ms. Blake provided committee updates. She noted that the Bike and Pedestrian Advisory Committee was waiting on funding before proceeding on bike signage. She added that the Human Rights Advisory Committee finalized a survey for the city website to gather resident feedback.

President Doughty discussed upcoming housing topics, including ADUs and affordable housing mandates. He reported on the following community initiatives: participation in the Green Team meeting, an Adopt-a-Road program to address litter, and his attendance at Glenn Avenue's career day to engage students in city government.

ADJOURNMENT

The Work Session was adjourned at 8:15 p.m.

City Clerk

Council President



**LEGISLATIVE SESSION
MEETING MINUTES
JUNE 16, 2025**

PUBLIC OFFICIALS

Present: Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory and Councilwoman Sharon C. Dashiell

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Andy Kitzrow, City Clerk Julie English, City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Legislative Session on June 16, 2025 at 6:00 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

WELCOME/ANNOUNCEMENTS/PLEDGE

President Doughty welcomed everyone to the meeting and provided the emergency exit instructions. He wished the City Clerk a Happy Birthday then asked everyone to stand for the Pledge of Allegiance.

INVOCATION - Rev. Dr. Vaughan Hayden - Trinity United Methodist Church

Reverend Dr. Vaughan Hayden from Trinity United Methodist was called forward to provide the Invocation.

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

City Clerk Julie English presented the legislative agenda.

President Doughty called for a motion to adopt the legislative agenda as presented.

April R. Jackson motioned and Angela M. Blake seconded. The vote was 5-0.

CONSENT AGENDA

Ms. English presented the Consent Agenda.

President Doughty called for a motion and a second to approve the consent agenda. Michele R. Gregory motioned and April R. Jackson seconded. The vote was 5-0.

- Manufacturing Exemption - Pepsi Bottling Venture, LLC(2024)

- Manufacturing Exemption - Spartech, LLC(2024)

PUBLIC HEARING

President Doughty directed anyone wishing to comment during the public hearing to stand and be sworn in by the City Clerk. No members of the public were sworn in.

- Annexation Request - Pine Way - Pohanka Kia (a/k/a Pohanka 1) - 2nd Reading

President Doughty opened the public hearing at 6:06 p.m. Having no comments, the hearing was closed at 6:06 p.m.

Resolution No. 3382 - to annex certain land to be known as "Pine Way - Pohanka Kia Annexation", as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 2.954 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

RESOLUTIONS – Presented by Ms. English

- Sustainability Advisory Committee

Resolution No. 3406 - Re-appointing Charly Sager for term ending June 2028 Michele R. Gregory motioned and April R. Jackson seconded. The vote was 5-0.

- Disability Advisory Committee

Resolution No. 3407 - re-appointing Ron Pagano for term ending June 2028 Angela M. Blake motioned and April R. Jackson seconded. The vote was 5-0.

- Friends of Poplar Hill Board of Directors

Resolution No. 3408 - appointing Robert Graham-Miles for term ending June 2028 Angela M. Blake motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Enterprise Zone Eligibility - 200 Cypress St

Resolution No. 3409 - declaring Opportunity Street LLC eligible to receive Enterprise Zone benefits for property located at 200 Cypress St, Salisbury, MD. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Enterprise Zone Eligibility - Westwood Commerce LLC at 1610 Westwood

Resolution No. 3410 - declaring Westwood Commerce I LLC eligible to receive Enterprise Zone benefits for property located at 1610 Westwood Dr, Salisbury, MD. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Enterprise Zone Eligibility - Westwood Commerce LLC at 1630 Westwood

Resolution No. 3411 - declaring Westwood Commerce I LLC eligible to receive Enterprise Zone benefits for property located at 1630 Westwood Dr, Salisbury, MD. Michele R. Gregory motioned and April R. Jackson seconded. The vote was 5-0.

- Pohanka 2 Annexation (Chestnut Way) - 1st Reading

Resolution No. 3412 - to annex certain land to be known as “Chestnut Way – Pohanka Kia Annexation”, as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 5.280 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation Angela M. Blake motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Establishment of the City of Salisbury Adopt-A-Road Program

Resolution No. 3413 - to establish an Adopt-A-Road Program. Michele R. Gregory motioned and Angela M. Blake seconded. The vote was 5-0.

- Union Negotiations Summary

Resolution No. 3414 - to confirm the City's authority to execute the "side letters" with all three collective bargaining units. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

ORDINANCES- presented by Ms. Bosche

- Ordinance to Amend Title 5 of the Salisbury City Code (Chesapeake Franchise Agreement)
- 2nd Reading

Ordinance No. 2943 - amending Title 5 of the Salisbury City Code, entitled "Business Licenses and Regulations," to add Chapter 5.23 to authorize and govern a gas franchise agreement. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Budget Amendment to increase funding for Attorney Fees for Special Counsel - 1st Reading

Ordinance No. 2944 - approving a budget amendment of the FY26 General Fund budget to appropriate additional funds required for legal services. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Budget Ordinance - Naylor Mill Water Main Extension - 1st Reading

Ordinance No. 2945 - authorizing a budget amendment to appropriate funds for water main infrastructure needed to accommodate future growth in the area of Naylor Mill Road and Jersey Road. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

PUBLIC COMMENT

The following public comments were heard:

- Speaker #1 supported the Adopt-A-Road ordinance. She questioned council spending, relating to apparel costs, mileage, and transactions on purchase cards.
- Speaker #2 discussed the Adopt-a-Road program, noting its past success in other communities. He emphasized they needed only basic supplies and simply wanted to help keep Salisbury clean.
- Speaker #3 criticized the council's lack of transparency, questioned closed meetings and unclear budget items, and urged rewriting the planning commission ordinance.
- Speaker #4 encouraged the Council president to act independently and urged the city not to

charge for community prayer vigils or outreach events at Unity Square.

- Speaker #5 advised that council discussions, like the Adopt -a-Road program, go through work sessions for full information sharing and consensus before reaching legislative session.
- Speaker #6 echoed speaker #5 and criticized the side conversations being had for the union.
- Speaker #7 supported the Adopt-a-Road resolution, suggesting the city to allow volunteers and businesses to improve unused planters on Fitzwater Street.

ADJOURNMENT/CONVENE INTO WORK SESSION

The Legislative Session was adjourned at 7:00 p.m.

City Clerk

Council President



**WORK SESSION
MEETING MINUTES
JUNE 16, 2025**

PUBLIC OFFICIALS

Present: Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory and Councilwoman Sharon C. Dashiell

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Andy Kitzrow, Department of Infrastructure and Development Nick Voitiuc, Associate Planner Zachary White, City Clerk Julie English, City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Work Session on June 16, 2025 at 7:13 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

RESOLUTION

- Annexation Introduction for N. Schumaker Dr.

Mr. Voitiuc and Mr. White presented the annexation introduction. Mr. White explained that in May 2025, the city received a proposal to annex a 124.65 -acre parcel on North Schumaker Drive, currently zoned R20 in Wicomico County. He added that the request was to rezone to R8A to match nearby properties and build 60 townhomes. The annexation would extend city water and sewer, supporting planned residential growth and housing needs.

COUNCIL DISCUSSION

- Salisbury Planning Commission

Council and Administration discussed the creation of a new Salisbury Planning Commission after separating from the joint city-county commission. Mr. Kitzrow added that the county was finalizing its own commission and that the city would need to act quickly to avoid a gap by September. Topics included aligning with state code, clearer rules for member removal, prioritizing experienced members, setting membership at seven, and emphasizing affordable housing requirements in future development.

PUBLIC COMMENT (Agenda Items Only)

The following public comments were heard:

- Speaker #1 encouraged the council to include strict conflict-of-interest rules in the new planning commission.
- Speaker #2 recommended forming a five -member, independent planning commission aligned with state law and emphasized including affordable housing requirements in future development projects.
- Speaker #3 argued that only city residents with a stake in Salisbury should serve on the planning commission.
- Speaker #4 agreed that members of the planning commission members should live not within the city limits. She also commended Andy for his dedication and contributions to Salisbury.

ADMINISTRATION COMMENTS

Mr. Kitzrow shared that it had been an honor serving the past eight years alongside the current and previous councils. He expressed gratitude for the trust placed in him and said he hoped he had served responsibly, professionally, and with care. He thanked Ms. English and Ms. Bosche for their patience and support in keeping things moving, even with last-minute submittals and late agendas. He offered words of wisdom to the council and thanked the Mayor for his leadership.

The Mayor thanked Andy for his service, noting they started with many challenges but worked well together without conflict. He appreciated Andy's contributions and wished him success in his new role.

COUNCIL COMMENTS

Ms. Gregory commended Mr. Kitzrow as a reliable anchor through challenges like the pandemic, said he would be deeply missed, and wished him success in his new role.

Ms. Jackson shared that she had known Mr. Kitzrow for 17 years through Wicomico County Parks and Recreation. She said he would be greatly missed, wished him well in Easton, and offered blessings for his continued journey.

Ms. Dashiell thanked Andy for keeping her informed and wished him well while encouraging him to keep in touch.

Ms. Blake acknowledged Mr. Kitzrow for his intelligence and exceptional talent, saying his departure was a great loss for the council. She thanked him for his guidance and wished him success in Talbot County.

Ms. Jackson raised concern about frequent accidents on Fitzwater Street. The Mayor noted a recent crash involved a stolen vehicle but acknowledged multiple accidents had occurred and suggested the issue be addressed further.

President Doughty thanked Mr. Kitzrow for his leadership, dedication, and knowledge, recalling personal memories and praising his ability to guide the city through challenges with strength and humility. He expressed admiration for his service, wished him success in his new role, and noted the city's loss would be Talbot County's gain.

ADJOURNMENT

The Work Session was adjourned at 8:11 p.m.

City Clerk

Council Preident



LEGISLATIVE SESSION MEETING MINUTES JULY 14, 2025

PUBLIC OFFICIALS

Present: Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory and Councilwoman Sharon C. Dashiell

IN ATTENDANCE

Ms. Jackson via Zoom, Mayor Randy Taylor, Acting City Administrator Tom Stevenson, Police Chief David Meienschein, Colonel Howard Drewer, City Clerk Julie English, City Solicitor Laura Ryan

CALL TO ORDER

The City Council convened in Legislative Session on July 14, 2025 at 6:00 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

WELCOME/ANNOUNCEMENTS/PLEDGE

President Doughty welcomed everyone to the meeting and provided the emergency exit instructions. He introduced Acting City Administrator Tom Stevenson and council intern Murtaza Aqil. He then asked everyone to stand for the Pledge of Allegiance.

INVOCATION - Pastor Greg Morris - Parkway Church of God

Pastor Greg Morris from Parkway Church of God was called forward to provide the Invocation.

PROCLAMATION - Mayor Randy Taylor

- Retirement of Master Police Officer Milton Rodriguez

Chief Meienschein presented Master Police Officer Milton Rodriguez with the Governor's Citation, recognizing 29 years of dedicated service with the Salisbury Police Department. A Certificate of Retirement was also presented, honoring his professionalism, devotion to duty, and mentorship of younger officers. In addition, a shadow box display of his awards and badges was given. Chief shared a lighthearted story about Rodriguez. The Salisbury Police Department expressed appreciation for Rodriguez's distinguished career and extended best wishes for his retirement.

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

City Clerk Julie English presented the legislative agenda.

President Doughty called for a motion to adopt the legislative agenda as presented, noting that the Public Hearing was removed and moved to the next meeting. Sharon C. Dashiell motioned and Angela M. Blake seconded. The vote was 5-0.

CONSENT AGENDA

Ms. English presented the Consent Agenda item. The item was as follows:

- Manufacturing Exemption - Perdue Foods, LLC(2024)

President Doughty called for a motion and a second to approve the consent agenda. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

AWARD OF BIDS

Procurement Director Michael Lowe presented the Award of Bids.

- Award of Bids

1. ITB A-26-102 Citywide Pavement Resurfacing
2. ITB A-26-101 Citywide Concrete Repair and Placement
3. ITB A-25-112 On Call Sewer Line Cleaning and CCTV Inspection
4. ITB 26-104 Ambulances for Fire Department
5. ITB 26-103 Sanitation Truck

The vote was 5-0.

DECLARATION OF SURPLUS

Procurement Director Michael Lowe presented the Declaration of Surplus.

- Declaration of Surplus

1. 2 Service Weapons Salisbury Police Department

President Doughty called for a motion and a second to approve the Declaration of Surplus. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

RESOLUTIONS

Presented by Ms. English

- Election Board

Resolution No. 3415 - Appointing Stephen Feliciano to the Election Board for term ending July 2031. Michele R. Gregory motioned and Angela M. Blake seconded. The vote was 5-0.

- Friends of Poplar Hill Board of Directors

Resolution No. 3416 - Re -appointing Jeanna Mears to the Friends of Poplar Hill Board of Directors for term ending July 2028. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

PUBLIC HEARING

Ms. English noted for the record that the Public Hearing was removed from the agenda and rescheduled for the next meeting.

ORDINANCES

Presented by City Solicitor Laura Ryan

- Budget Amendment to increase funding for Attorney Fees for Special Counsel - 2nd Reading

Ordinance No. 2944 - approving a budget amendment of the FY26 General Fund budget to appropriate additional funds required for legal services. Angela M. Blake motioned and Sharon C. Dashiell seconded. The vote was 5-0.

- Budget Ordinance - Naylor Mill Water Main Extension - 2nd Reading

Ordinance No. 2945 - authorizing a budget amendment to appropriate funds for water main infrastructure needed to accommodate future growth in the area of Naylor Mill Road and Jersey Road. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

- Acceptance of BJAG Grant Funding from GOCCP 1st Reading

Ordinance No. 2946 - to accept funds received from Governor's Office of Crime Prevention, Youth and Victim Services through the Byrne-Justice Assistance Program for the purchase and installation of camera and cellular gateway equipment. Michele R. Gregory motioned and Sharon C. Dashiell seconded. The vote was 5-0.

PUBLIC COMMENT

The following public comments were heard:

- Speaker #1 shared that Habitat for Humanity had helped 27 families with home repairs and secured \$660,000 in new grant funding. She added that they were seeking licensed contractors and requested to share program details at a future Work Session.
- Speaker #2 expressed disappointment at being banned from a local restaurant. He thanked the Council for the opportunity to share his voice.

- Speaker #3 noted the City Council could not adopt planning commission rules under state law. He recommended the commission adopt its own rules, reference state rules, and remove unrelated provisions.
- Speaker #4 asked about RFP 25-103 for Waterside Park improvements. Mayor stated that the project would be rebid, with results expected by mid-August.

ADJOURNMENT/CONVENE INTO WORK

SESSION The Legislative Session was adjourned at

6:47 p.m.

City Clerk

Council President



**CLOSED SESSION #1
MEETING MINUTES
JUNE 16, 2025**

PUBLIC OFFICIALS

Present: Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory and Councilwoman Sharon C. Dashiell

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Andy Kitzrow, City Clerk Julie English, City Solicitor Ashley Bosche, Special Counsel Reena Patel

MOTION TO CONVENE IN CLOSED SESSION

The City Council convened in Closed Session on June 16, 2025 at 5:30 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

The Closed Session was to consult with counsel to obtain legal advice on pending litigation and to consult with staff, consultants, or other individuals about pending or potential litigation as authorized by the State Government Article, § 3-305(b)(7) and (8). April R. Jackson motioned and Angela M. Blake seconded. The vote was 5-0. Topic of discussion was the lawsuit filed against the City involving Lots 1, 11 and 15.

DISCUSSION TOPIC

- Lawsuit filed against the City involving Lots 1, 11, and 15

Ms. Patel provided an overview of the recently filed lawsuit against the city and the associated development project.

After discussion and a better understanding of the current situation, Council advised Ms. Patel to await further court and developer actions before determining next steps.

MOTION TO AJOURN AND RECONVENE IN OPEN SESSION

April R. Jackson motioned and Michele R. Gregory seconded. The vote was 5-0.

REPORT OUT TO PUBLIC - COUNCIL PRESIDENT DOUGHTY

President Doughty immediately convened in open session to provide a report out. He stated that the Closed Session was to consult with counsel to obtain legal advice on pending litigation and to consult with staff, consultants, or other individuals about pending or potential litigation as authorized by the State Government Article, § 3-305(b)(7) and (8).

ADJOURNMENT/MOTION TO CONVENE IN LEGISLATIVE SESSION

The open session adjourned at 5:57 p.m.

City Clerk

Council President



**CLOSED SESSION #2
MEETING MINUTES
JUNE 16, 2025**

PUBLIC OFFICIALS

Present: Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory and Councilwoman Sharon C. Dashiell

IN ATTENDANCE

Mayor Randy Taylor, City Administrator Andy Kitzrow, City Clerk Julie English, City Solicitor Ashley Bosche, LGIT Attorney Victoria Shearer

MOTION TO CONVENE IN CLOSED SESSION

The City Council convened in Closed Session on June 16, 2025 at 8:11 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

The Closed Session was to consult with counsel to obtain legal advice on pending litigation and to consult with staff, consultants, or other individuals about pending or potential litigation as authorized by the State Government Article, § 3-305(b)(7) and (8). Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0. The topics of discussion were the lawsuit filed against the City regarding Marina Landing and possible litigation regarding Lot 10.

DISCUSSION TOPICS

- Lawsuit filed against the City regarding Marina Landing

Ms. Shearer provided an overview of the complaint, the legal process, and an upcoming deadline to file a response with the court. Councilmembers and the Mayor discussed the history of the project, the existing agreements, and possible next steps.

- Possible litigation regarding Lot 10

Ms. Bosche provided an update on Lot 10 and the related parking lot agreement. Council discussed possible action and reviewed the risks and costs associated with litigation. Next steps could not yet be determined.

MOTION TO AJOURN AND RECONVENE IN OPEN SESSION

President Doughty called for a motion and a second. Sharon C. Dashiell motioned and April R. Jackson seconded. The vote was 5-0.

REPORT OUT TO PUBLIC - COUNCIL PRESIDENT DOUGHTY

President Doughty immediately convened in open session to provide a report out. He stated that the Closed Session was to consult with counsel to obtain legal advice on pending litigation and to consult with staff, consultants, or other individuals about pending or potential litigation as authorized by the State Government Article, § 3-305(b)(7) and (8).

ADJOURNMENT

The open session adjourned at 8:57 p.m.

City Clerk

Council President



WORK SESSION MEETING MINUTES JULY 14, 2025

PUBLIC OFFICIALS

Present: Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory and Councilwoman Sharon C. Dashiell

IN ATTENDANCE

Ms. Jackson via Zoom, Mayor Randy Taylor, Acting City Administrator Tom Stevenson, Fire Marshal Eric Cramer, Fire Chief Rob Frampton, Homeless Services Manager Christine Chesnutt, City Clerk Julie English, City Solicitor Laura Ryan, City Solicitor Heather Konyar

CALL TO ORDER

The City Council convened in Work Session on July 14, 2025 at 6:47 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

ORDINANCE

- Amending Chapter 8.11 "The Fire Prevention Code"

Mr. Cramer presented a proposed ordinance updating the fire prevention code to align with KOMAR regulations, specifically changing permit language for consumer fireworks to "ground-based sparkling devices." Council gave consensus to move the ordinance forward

- Community Needs Grant for Anne Street Village

Ms. Chestnutt shared that a \$500 Community Needs Grant was used to plant vegetables and herbs in 24 downtown flowerpots, with community members and students helping during a work night. She also highlighted successes in moving residents into permanent housing, while noting ongoing challenges with housing affordability and community support for new residents. Council gave consensus to move the ordinance forward.

COUNCIL DISCUSSION

- Lot 10 Subrecipient Agreement Discussion

Ms. Konyar gave an update on the Lot 10 project and the subrecipient agreement with Mentis Lot 10 LLC. She reviewed the project's history, grant funding, and the need for council guidance on the reimbursement schedule. Administration noted that they had discussion with the developers about site plans, parking solutions, and potential land buybacks affecting project scope and funding. Emphasis was placed ensuring all expenses were eligible under state guidelines. Ms. Konyar and city staff would continue refining the agreement and coordination with the state, with updates expected at upcoming meetings.

- Salisbury Planning Commission

The Council discussed the formation of the new Salisbury Planning Commission, focusing on membership and residency requirements. Ms. Ryan reviewed that at least three members must reside within the city's municipal boundaries, with remaining members drawn from residents living in the 21801 and 21804 zip code. She noted that the commission would establish its own rules of procedure. Council acknowledged the urgency of establishing the commission before the county's dissolution of the existing joint commission, and consensus was reached to move the ordinance forward to the next legislative session so staff could begin accepting applications from the public.

PUBLIC COMMENT (Agenda Items Only)

The following public comments were heard:

- Speaker #1 expressed concerns about having seven members on the new Salisbury Planning Commission, suggesting a five-member commission with a majority city residents to ensure local representation.
- Speaker #2 urged the Salisbury Planning Commission change to five members.
- Speaker #3 hoped that the Salisbury Planning Commission would maintain a strong voice and prioritize local transportation projects, specifically the six point intersection study.

ADMINISTRATION COMMENTS

Mr. Stevenson noted that he sat in the same chair for nine years and was now back.

The Mayor shared his participation in Friday Night Lights and commended Wicomico Clean and partners for their impactful downtown and river cleanup efforts.

COUNCIL COMMENTS

Ms. Jackson provided an update on the "Game On" playground program, highlighted the upcoming Salisbury Truth Committee meeting and Unity Day at the VFW. She encouraged council members and community members to participate and support these initiatives.

Ms. Gregory asked that businesses receive information on the downtown ambassador program. She thanked staff for collaborating on park accessibility improvements, and requested a follow up on the art committee's document edits.

Ms. Dashiell shared highlights from a tour of The Ross, praised the Salisbury Fire Department's graduation and Junior Fire Academy programs, and announced two positive developments at Wicomico County Airport - Breeze Airways flights to Orlando and the launch of an aviation maintenance tech school with 23 students.

Ms. Blake was pleased with the city's community projects, including the Anne Street program, summer activities, and the new trash truck. She requested an update on the \$12 million Vision Zero safety funding and asked that committees give reports to the council for purposes of tracking volunteer efforts. She also requested updates on city initiatives and the Westside Community Center master plan.

President Doughty emphasized maintaining structured council committee involvement. He highlighted

Ms. English for her recognition through the Maryland Municipal Clerk's Association, as well as Zach Bridges from the Salisbury Fire Department for his national achievements. He announced his election as President of the Eastern Shore Association of Municipalities and District One Vice President for Maryland Municipal League. Lastly, he highlighted ongoing efforts to address regional tax issues and representation of local interests in Annapolis.

ADJOURNMENT

The Work Session was adjourned at 7:52 p.m.

City Clerk

Council President



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Michael Lowe, Director of Procurement
Date: November 24, 2025
Subject: Award of Bids

The Department of Procurement seeks Award of Bid approval from the Salisbury City Council for the solicitation(s) as defined herein. The Department of Procurement followed required procurement policy and procedure as defined by the City of Salisbury Charter and Municipal Code of Ordinances for the procurements presented below.

Attachment(s):

[11.24.2025 Award of Bids Council Agenda - Dept. of Procurement.pdf](#)

[11.24.2025 Council Memo - Award of Bid.pdf](#)



City of Salisbury

COUNCIL AGENDA: Award of Bids – Department of Procurement

November 24, 2025

Award of Bid(s)

- | | |
|--|---------------|
| 1. ITB 26-106 Waterside Park Bathroom and Pavilion Construction | \$ 261,227.00 |
| 2. ITB 26-114 Woodcock Park Playground Equipment and Renovations | \$ 168,969.20 |
| 3. ITB 26-115 Motorola Radios | \$ 185,422.50 |
| 4. ITB 26-116 AED Heart Monitors | \$ 182,671.50 |

MEMORANDUM

TO: Nick Rice

FROM: Michael Lowe, Director of Procurement

SUBJECT: Award of Bid and/or Declaration of Surplus

DATE: November 24, 2025

The Department of Procurement seeks Award of Bid approval from the Salisbury City Council for the solicitation(s) as defined herein. The Department of Procurement followed required procurement policy and procedure as defined by the City of Salisbury Charter and Municipal Code of Ordinances for the procurements presented below.

ITB 26-106 Lot 16 Waterside Park Bathroom and Pavilion Construction

- Department: Infrastructure and Development
- Scope of Work: Construction of a pavilion, new sidewalks, lighting and a bathroom facility
- Bid date: 08/05/2025
- Bid opening: 09/15/25
- Total responsive/responsible bids received to awarded scope: 3
 - Harvey Construction \$ 663,277.00
 - Delmarva Veteran Builders \$ 698,700.00
 - Henley Construction Company \$ 786,290.00
- Lowest priced responsive and responsible vendor for the contemplated award items:
 - Harvey Construction
- Total Award: \$ 663,277.00
- GL Account:
- 12800-513026-70083 \$ 280,243.00
- 12800-513026-70084 \$ 222,086.00
- 98002-513026-70084 \$ 160,948.00
- **Please note, council approval of this award is contingent upon approval of the second reading of ordinance 2964 which allocates supplemental funding for this award.**

ITB 26-114 Woodcock Park Playground Equipment and Renovations

- Department: Field Operations
- Scope of Work: Renovation of playground equipment at Woodcock Park
- Cooperative contract & vendor information:
 - Contract Omnia Partners- 2017001135 Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services
 - Vendor: Kompan, Inc.
 - Contract Date: July 1, 2017
 - Contract Term: Effective through December 31, 2026
- Cost: \$ 168,969.20
- GL Account(s): 10500-513025-74004
 - Notes: Purchasing authority per City of Salisbury Charter § SC 16-3 General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstances:
 - A.(9) Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.

“Cooperative Purchases” are permitted under the Omnia Partners Cooperative which the City of Salisbury is a member of.

ITB 26-115 Motorola Radios

- Department: Fire Department
- Commodity Description: Motorola Radios
- Vendor: Motorola
- Total Cost: \$185,422.50
- GL Account(s): 24035-577030
- Notes:
 - Municipal Code 2.32.050.C.5, “Noncompetitive Negotiation – Sole Source Procurement”
 - “...the Director of Procurement determines that there is only one available source for the subject of a procurement contract and he/she may award the contract without competition to that source.”
 - Pricing is structured under the State of Maryland Contract 23551-State of Maryland 700MHZ Statewide System
- **Please note, council approval of this award is contingent upon approval of the second reading of ordinance 2960 which allocates supplemental funding for this award.**

ITB 26-116 AED Heart Monitors

- Department: Fire Department
- Commodity Description: AED Heart Monitors for EMS response
- Vendor: Stryker
- Total Cost: \$182,671.50
- GL Account(s): 24035-577030
- Notes:
 - Municipal Code 2.32.050.C.5, “Noncompetitive Negotiation – Sole Source Procurement”
 - “...the Director of Procurement determines that there is only one available source for the subject of a procurement contract and he/she may award the contract without competition to that source.”
 - Pricing is structured under the State of Maryland Contract blanket purchase order 001B2600009.
- **Please note, council approval of this award is contingent upon approval of ordinance 2960 which allocates supplemental funding for this award.**



To: Michael Lowe, Director of Procurement
From: Nick Voitiuc, Director of Infrastructure and Development
Date: October 21, 2025
Re: ITB 26-106 Waterside Park Restroom and Pavilion Construction

Salisbury Department of Infrastructure and Development recently advertised ITB 26-106 Waterside Park Restroom and Pavilion Construction. The scope of which will includes providing all labor, materials, equipment, and incidentals to furnish and install a combined restroom and pavilion, sidewalk, water and sewer tap, ADA parking space, and all site amenities.

Bids were opened on Friday, August 15, 2025 at 9:25 p.m. for ITB 26-106 Waterside Park Restroom and Pavilion Construction. Four (4) responses to this contract were received, as summarized below:

Company	Bid Result
FND Contractor, LLC	Nonresponsive
Harvey Construction	\$663,277.00
Delmarva Veteran Builders	\$698,700.00
Henley Construction Company, INC	\$786,290.00

Salisbury Department of Infrastructure and Development reviewed the bids in accordance with the contract documents. FND Contractor, LLC was deemed non-responsive during the Technical Evaluation making them ineligible to proceed any further in the Project Evaluation. Harvey Construction is the lowest responsive and responsible bidder. Salisbury Department of Infrastructure and Development recommends awarding the scope of work specified in ITB 26-106 to Harvey Construction in the amount of \$663,277.00.

Funding is available for the Waterside Park Restroom and Pavilion Construction in account(s) 12800-513026-70083 (\$280,243.00) and 12800-513026-70084 (\$222,086) and 98002-513026-70084 (\$160,948).



MEMORANDUM

TO: Michael Lowe, Director of Procurement
FROM: Mike Dryden, Director of Field Operations
SUBJECT: Woodcock Playground Replacement
DATE: October 27, 2025

We are updating the playground equipment at Woodcock Park to create a safer, more inclusive and engaging play space for all children. Over time, playground materials naturally wear down and safety standards evolve. By installing new equipment, we can ensure that our playground meets current safety guidelines, provides opportunities for active and imaginative play, and reflects the needs of our growing community. Our goal is to offer a space where children of all abilities can explore, learn, and have fun together for years to come.

This investment leverages the OMNIA Partners Contract #2017001135 cooperative contract to ensure competitive pricing, reduced procurement time, and compliance with public agency standards. Funding is available from: The Maryland Dept of Natural Resources Community Parks and Playgrounds grant.

Account Number

Amount

10500-513025-74004

\$168,969.20

Please let me know if you need any additional information or have any questions. Thank you.

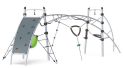



Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
Salisbury, MD 21801

Quote No. SP159129-1
Customer No. C024492
Document Date 10/20/2025
Expiration Date 12/19/2025

Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US288114 Elizabeth Woodcock Park and Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
GXY903012-3717 	Kuma - Lime Green In-ground 90cm Total CO ₂ Emission 7,009.2 LB (7,009.2 LB/Pieces)	1 Pieces	31,500.00	20.00	25,200.00
M12871-12P 	Daisy - Greenline In-ground 60cm Total CO ₂ Emission 473.6 LB (473.6 LB/Pieces)	1 Pieces	1,450.00	10.00	1,305.00
ELE400065-3717GR 	Tipi Carousel w/ Top Brace - Green In-ground 90cm Total CO ₂ Emission 1,030.0 LB (1,030.0 LB/Pieces)	1 Pieces	6,820.00	10.00	6,138.00
FRE2211-3317 	Multi Goal, 16 ft In-ground 50cm Total CO ₂ Emission 5,005.8 LB (5,005.8 LB/Pieces)	1 Pieces	15,400.00	10.00	13,860.00
KSW922-CUSTOM 	Custom - Swing Frame , 2 Seat, 8 ft H 20379487	1 Pieces	3,530.00	10.00	3,177.00
KSW924-CUSTOM 	CUSTOM - Swing Frame, 4 Seat, 8 ft H In-ground 90cm 20379488	1 Pieces	7,060.00	10.00	6,354.00




Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
Salisbury, MD 21801

Quote No. SP159129-1
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Document Date 10/20/2025
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Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US288114 Elizabeth Woodcock Park and Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
NRO40901-0621	The Wizard's Hideaway Ada Color - Wood In-Ground Total CO ₂ Emission 1,754.7 LB (1,754.7 LB/Pieces)	1 Pieces	33,800.00	24.00	25,688.00
					
NRO217-1001	Sign Age 2-5 Years In-ground 100cm Total CO ₂ Emission 111.7 LB (111.7 LB/Pieces)	1 Pieces	810.00	10.00	729.00
					
NRO217-CUSTOM	ROBINIA SIGN M CUSTOM 20379833	1 Pieces	970.00	10.00	873.00
					
INSTALL SPECIAL	Offload, Deliver and Install KOMPAN Equipment	1 Pieces	61,300.00	5.00	58,235.00
US-CUSTOM-SURFACING	Supply and install Engineered Wood Fiber & Fabric	1 Sq. Feet	23,295.00	10.00	20,965.50
FREIGHT	Freight	1 Pieces	6,444.70		6,444.70

Description	Qty	Retail Price	Discount	Net Price
No. of Products	9			
Subtotal - Products		101,340.00	18,016.00	83,324.00
Subtotal - Surfacing		23,295.00	2,329.50	20,965.50
Subtotal - Installation		61,300.00	3,065.00	58,235.00
Subtotal - Freight		6,444.70		6,444.70
Total USD				168,969.20

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment , 50% Net 30 days

Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
Salisbury, MD 21801

Quote No.	SP159129-1
Customer No.	C024492
Document Date	10/20/2025
Expiration Date	12/19/2025

Sales Representative	Terri Paddy
Email	TerPad@Kompan.com
Phone No.	443-960-0331 / 800-426-9788

Project Name US288114 Elizabeth Woodcock Park and Playground

Installation Site Address

Elizabeth W. Woodcock Park and Playground
803 Riverside Road
Salisbury, MD 21804

Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
Salisbury, MD 21801

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Document Date 10/20/2025
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Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US288114 Elizabeth Woodcock Park and Playground

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)



MEMORANDUM

TO: Michael Lowe, Director of Procurement
FROM: Mike Dryden, Director of Field Operations
SUBJECT: Woodcock Playground Replacement
DATE: October 27, 2025

We are updating the playground equipment at Woodcock Park to create a safer, more inclusive and engaging play space for all children. Over time, playground materials naturally wear down and safety standards evolve. By installing new equipment, we can ensure that our playground meets current safety guidelines, provides opportunities for active and imaginative play, and reflects the needs of our growing community. Our goal is to offer a space where children of all abilities can explore, learn, and have fun together for years to come.

This investment leverages the OMNIA Partners Contract #2017001135 cooperative contract to ensure competitive pricing, reduced procurement time, and compliance with public agency standards. Funding is available from: The Maryland Dept of Natural Resources Community Parks and Playgrounds grant.

Account Number

Amount

10500-513025-74004

\$168,969.20

Please let me know if you need any additional information or have any questions. Thank you.

SUGGESTED VENDORS <div>15026</div>		CITY OF SALISBURY, MARYLAND DEPARTMENT OF FIELD OPERATIONS 500 LAKE STREET & MACK AVENUE VOICE: 410-548-3177 FAX: 410-548-3181		PURCHASE REQUISITION#	
				1826	
Kompan		Date: 10.21.25		Division: Parks	
605 W Howard Lane Ste 101		Account: <div>10500-513026-74004</div>			
Austin, TX 78753					
443-960-0331					
ITEM #	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	
GXY903012-3717	KUMA - LIME GREEN	1	\$25,200.00	\$25,200.00	
M12871-12P	DAISY - GREENLINE	1	\$1,305.00	\$1,305.00	
ELE400065-3717GR	TIPI CAROUSEL W/TOP BRACE - GREEN	1	\$6,138.00	\$6,138.00	
FRE2211-3317	MULTI GOAL, 16'	1	\$13,860.00	\$13,860.00	
KSW922-CUSTOM	CUSTOM - SWING FRAME 2 SEAT, 8'	1	\$3,177.00	\$3,177.00	
KSW924-CUSTOM	CUSTOM - SWING FRAME, 4 SEATS, 8'	1	\$6,354.00	\$6,354.00	
NRO40901-0621	THE WIZARD'S HIDEAWAY ADA	1	\$25,688.00	\$25,688.00	
NRO217-1001	SIGN AGE 2-5 YEARS	1	\$729.00	\$729.00	
NRO217-CUSTOM	ROBINIA SIGN M CUSTOM	1	\$873.00	\$873.00	
INSTALL SPECIAL	OFFLOAD, DELIVER & INSTALL EQUIP.	1	\$58,235.00	\$58,235.00	
US CUSTOM-RESURFACING	SUPPLY & INSTALL ENGINEERED WOOD FIBER & FABRIC	1	20,965.50	\$20,965.50	
FREIGHT	FREIGHT	1	6,444.70	\$6,444.70	
	TOTAL			\$168,969.20	
ORDERED BY:		AUTHORIZED SIGNATURE			
<i>Jacob Pavolik</i>		<i>Mike Dryden</i>			
COMMENTS:					

Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
Salisbury, MD 21801

Quote No. SP159129-1
Customer No. C024492
Document Date 10/20/2025
Expiration Date 12/19/2025

Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US288114 Elizabeth Woodcock Park and Playground

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>GXY903012-3717</u> 	Kuma - Lime Green In-ground 90cm Total CO ₂ Emission 7,009.2 LB (7,009.2 LB/Pieces)	1 Pieces	31,500.00	20.00	25,200.00
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Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
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<u>NRO217-1001</u>	Sign Age 2-5 Years In-ground 100cm Total CO ₂ Emission 111.7 LB (111.7 LB/Pieces)	1 Pieces	810.00	10.00	729.00
					
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Subtotal - Freight		6,444.70		6,444.70

Total USD 168,969.20

Business Agreement OMNIA Partners Contract
Payment Terms 50% Prepayment, 50% Net 30 days

KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)

Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
Salisbury, MD 21801

Quote No. SP159129-1
Customer No. C024492
Document Date 10/20/2025
Expiration Date 12/19/2025

Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US288114 Elizabeth Woodcock Park and Playground

Installation Site Address

Elizabeth W. Woodcock Park and Playground
803 Riverside Road
Salisbury, MD 21804

Sales Proposal

Salisbury, Maryland
Mike Dryden
125 N. Division Street Room 104
Dept. of Procurement
Salisbury, MD 21801

Quote No. SP159129-1
Customer No. C024492
Document Date 10/20/2025
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Sales Representative Terri Paddy
Email TerPad@Kompan.com
Phone No. 443-960-0331 / 800-426-9788

Project Name US288114 Elizabeth Woodcock Park and Playground

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

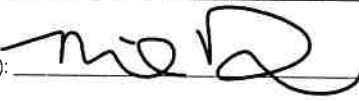
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): Mike Dryden

Accepted By (Title): Director of Field Operations

Accepted By (signature): 

Date: 10/21/25

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Kompan, Inc. a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and incorporated into this contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Kompan in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule and Price Lists
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Services
EXHIBIT G:	U.S. Communities Administrative Agreement
EXHIBIT H:	Confidentiality Terms

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES.** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Proposal statutes, and provided the City is authorized by law to make such purchases without a formal Proposal process.
6. **DOCUMENTATION.** The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENTS.**
 - 8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), two-year renewal

option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials and in the cost of labor for Installation Services as set forth in Section 8.1.3 of this Contract. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs associated with the manufacture of the Products, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials and Installation Services. The request must state and fully justify the proposed price increase per unit or per installation over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 Except as provided below, no proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract. Price adjustments, including increases and decreases, shall be made for Installation Services in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Industry Group Construction – Item Code 2381-Foundation, Structure, and Building Exterior Contractors if such percentage exceeds two percent (2%). The percentage difference between the PPI issued for October, 2017, and the PPI issued for each October of the year of requested adjustment will determine the maximum allowable adjustment of the original Contract prices for Installation Services.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry

market. Any new or replacement items added may be subject to Proposal statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING.** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT.** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Washington, and is qualified to do business in North Carolina;

- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS.** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME.** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and high-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT.** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE.** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY.**
 - 20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 Shipping. The Company shall follow all shipping instructions included in the RFP, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES.** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE.** Unless otherwise specified by the City, the Company guarantees the materials and workmanship on all Products and Services for the guarantee period associated with a specific product or services, as specified in Company documentation and quotation. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or

adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract or the Company's response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
 - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the RFP.
26. **RIGHT TO WITHHOLD PAYMENT.** If Company breaches any provision of the Contract the City shall have the right to withhold all payments related to the breach due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES.** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
 - 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
 - 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and

performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company

hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 28.8.3 Performing the transition service plan activities;
- 28.8.4 Answering questions regarding the Products and Services on an as-needed basis; and
- 28.8.5 Providing such other reasonable Services needed to effectuate an orderly transition to a new system.

- 29. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay in performance for reasons other than a Force Majeure Event.
- 30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City

and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

- 33. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 32.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five (5) years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. COMPANY WILL NOT SELL OR DISCLOSE DATA. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

- 36. WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
- 37. BACKGROUND CHECKS.** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
- a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

- 38. DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 38.3 Notify each employee that as a condition of employment, the employee will (i) aProposale by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
 - 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
 - 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

- 39. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Kerrin Smith	Karen Ewing
Kompan, Inc.	Procurement Management Division
821 Grand Avenue Parkway	600 East Fourth Street
Pflugerville, TX 78660	Charlotte, NC 28202
Phone: 888.579.8223	Phone: 704.336.2992
Fax: 888.579.8224	Fax: 704.632.8254
E-mail: kersmi@kompan.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. Could not have been prevented by reasonable precaution;
- B. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. CONFIDENTIALITY. Each party shall adhere to the Confidentiality Terms stated in Exhibit H of this Contract.

43. MISCELLANEOUS.

- 43.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the RFP and the Proposal are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 43.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 43.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 43.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 43.8 constitutes an assignment.

- 43.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 43.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 43.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 43.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 43.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 43.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 43.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

- 43.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	“Term”
Section 12	“Audit”
Section 13	“General Warranties”
Section 14	“Additional Representations and Warranties”
Section 22	“Guarantee”
Section 27	“Other Remedies”
Section 28	“Termination”
Section 32	“Indemnification”
Section 33	“Insurance”
Section 39	“Notices”
Section 42	“Confidentiality”
Section 43	“Miscellaneous”

- 43.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 43.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 43.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.
- 43.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single Product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no

financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

43.17 **UNIFORM ADMINISTRATIVE REQUIREMENTS**

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

43.18 **COUNTERPARTS.**

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY:

PRINT NAME:

TITLE:

DATE:

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY:

PRINT NAME:

TITLE:

DATE:

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME:

TITLE:

DATE:

Shelter Price List #3000-2017

Item No.	Description	Diameter	Price
SII-8032D-MR29	Steel Frame, 8000 Series, Double Tier Hexagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	\$27,272
SII-8516P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	16'	\$9,997
SII-8524P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	24'	\$16,363
SII-8516-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	16'	\$10,139
SII-8524-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	24'	\$17,191
SII-8516-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	16'	\$10,935
SII-8524-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	24'	\$18,226
SII-8524DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	24'	\$18,592
SII-8532DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Gauge Pre-Cut Metal Roof	32'	\$28,164
SII-8524D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	24'	\$17,168
SII-8532D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	32'	\$29,285
SII-8524D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	24'	\$20,055
SII-8532D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	\$32,040
Prices do not include freight, installation or engineered drawings			

Musical Pieces Price List #4000-2017

Item No.	Description		Price
FRN-CADENCE	13 Note Tenor Marimba	In Ground	\$3,790.00
FRN-CONTRABASSCHIMES	7 Aluminum Chimes	In Ground	\$5,678.00
FRN-DUET	18 Note Resonated Xylophone/Marimba	In Ground	\$3,726.00
FRN-IMBARIMBA	22 Note Resonated Marimba	In Ground	\$4,682.00
FRN-LILYPADCYMBALS	10 Note Aluminum Discs	In Ground	\$2,800.00
FRN-MANTARAY	36 Note Metallophone	In Ground or Surface Mount	\$4,695.00
FRN-PAGODABELLS	8 Stainless Steel Bells	In Ground	\$3,718.00
FRN-PEGASUS	23 Note Resonated Metallophone	In Ground	\$4,549.00
FRN-SWIRL	26 Note Resonated Metallophone	In Ground	\$5,652.00
FRN-TUNEDDRUMS	Set of 5 PVC Hand Drums-Normal	In Ground	\$3,218.00
FRN-TODDRTUNEDDRUMS	Set of 5 PVC Hand Drums-Toddler	In Ground	\$3,609.00
FRN-YANTZEE	10 Bass Note Resonated Metallophone	In Ground	\$4,308.00
FRN-ARIA	9 Note Non-resonated Xylophone	In Ground	\$1,938.00
FRN-GRIFFIN	11 Note Resonated Metallophone	In Ground	\$3,252.00
FRN-JACK	11 Note Resonated Metallophone on molded plastic frame	In Ground	\$2,585.00
FRN-JILL	11 Note Resonated Marimba	In Ground	\$2,585.00
FRN-MELODY	9 Note Resonated Xylophone	In Ground	\$1,783.00
FRN-MERRY	11 Note Resonated Metallophone	In Ground	\$2,619.00
FRN-RHYTHM	9 Note Resonated Marimba	In Ground	\$1,783.00
FRN-PIPER	11 Note Resonated Marimba, fiberglass keys	In Ground	\$2,602.00
	ENSEMBLES		
FRN-WEENOTES	Griffin, Merry & Piper	3 Weenotes	\$7,702.00
FRN-STARTER	Duet, Drums & Yantzee	3 Instruments	\$10,175.00
FRN-DELUXE	Imbarimba, Swirl, Yantzee, Drums	4 Instruments	\$15,922.00
FRN-PREMIUM	Contrabass Chimes, Imbarimba, Swirl, Pegasus, Drums	5 Instruments	\$21,194.00
FRN-SCULPTURAL	Contrabass Chimes, Lilypad Cymbals, Manta Ray, Swirl, Pagoda Bells & Aria	6 Instruments	\$21,896.00
Prices do not include freight or installation			

Park Furniture Installation Price List #5000

STATE	DESCRIPTION	RATE
INSTALLATION	Installation of Park Benches	\$270.00
INSTALLATION	Installation of Picnic Tables	\$310.00
INSTALLATION	Installation of Litter Receptacles	\$230.00
INSTALLATION	Installation of Bike Racks	\$425.00
INSTALLATION	Installation of Swing Benches	\$540.00
INSTALLATION	Installation of Planters	\$310.00
Rates are a maximum allowable percentage rate under the contract.		
Minimum Installation Fee of \$5,000.00		
Installation rates do not include Prevailing Wages. Please ask for a quote with Prevailing Wage Rates, if applicable.		
<p>Unless otherwise noted in the quote, the installation charge includes the below:</p> <ul style="list-style-type: none"> • Receiving shipment on site and off-loading equipment • Layout and excavation of footing holes for equipment provided by KOMPAN • Assembly of equipment provided by KOMPAN • Concrete footings (where applicable) 		
<p>Below is a list of services that are not automatically included in the quote for product installation, but may be available for an extra charge</p> <p>Please inquire with your local KOMPAN sales associate for details:</p> <ul style="list-style-type: none"> • Off-site disposal of packaging from delivered equipment • Removal of excavated soil from site • Additional site excavation not involving equipment footings • Permits • Storage of Equipment • Site Fence – Security • Installation in stages • Non-standard working hours (i.e. nights, weekends, holidays) 		
<p>Unless otherwise noted, the quoted installation charge assumes the following site conditions:</p> <ul style="list-style-type: none"> • Adequate access to the site for vehicles and equipment • A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material • Clear markings of play site borders and finished grade height • Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.) • All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes • If products are ordered as “surface mount” and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment. <p>If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.</p>		

EXHIBIT B
INSTALLATION FEES

The following Installation Fees are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

**EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS**

The following National Network of Distributors and Installers is an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.



U.S. Communities Supplier Information Section 7 (continued)

- By partnering with best in class suppliers of site amenities, surfacing and other associated playground products, KOMPAN ensures that we always offer the best quality and highest technologically advanced products in their class to the market.

Qualifications, Experience and Project Management Capabilities

- Identify your company’s authorized distributors and installers by U.S. state:

KOMPAN’s Authorized Distributors by U.S. state	
Distributor (Agency Partner)	Territory by State
ABC Playgrounds	Arkansas
All Play+	Pennsylvania
American Athletix	Ohio, Michigan
Creative Recreational Design, Inc.	New Mexico
Custom Playground Solutions	Missouri
Highwire	Washington, Hawaii, Alaska
Imagine Nation	Illinois, Iowa
K2 Recreation	Oregon, Idaho, Washington
Latta's	West Virginia
Meaning 2 Play	South Carolina
Playspace Design	Utah, Idaho, Montana, Nevada
Practice Sports	Nebraska
Recreation Insights	Kentucky, Indiana
Recreation Republic	California
Summit Recreation	Colorado, Wyoming
Ultimate Playgrounds	Wisconsin, Minnesota, North Dakota, South Dakota
Versa Sport	Kansas



Scope of Services Section 4

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

IPEMA certificates for the sample playgrounds are attached, labeled Exhibit 28

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

WEST ZONE	
Installer Name	Installer Address
PSI	1747 Colgate Dr. Thousand Oaks, California 91360
Central Coast Playgrounds	4285 Parkdale Lane, Santa Maria, California 93455
Cicero Engineering	1372 East Valencia Drive, Fullerton, California 92831
Who Built Creative	P.O. Box 5207, Petaluma, California 94955
Zasuetta Contracting Inc.	Po Box 866, Spring Valley, California 91976
Recreation Science	1310 Sierra Oaks Lane, Colfax, California 95713
T.J Janca Construction Inc.	2328 N. Batavia Street, Orange County, California 92865-2026
Playgrounds Unlimited	980 Memorex Dr. Santa Clara, California 95050
Perpetual Parks and Playgrounds	43407 Tylman Street, Temecula, California 95292
Creative Contractors	PO Box 80784, Rancho Santa Margarita, California 92688

(list continued next page...)

Scope of Services Section 4 (continued)

WEST ZONE	
Installer Name	Installer Address
Creekmore Recreation Specialists	3203 California Ave, Carmichael, California 95608
K2 Recreation Inc.	7227 N Philadelphia St #403, Portland, Oregon 97203
Takamine Construction	851 Leilani Street, Hilo, Hawaii 96720
Cascade Mini Excavating Inc.	1266 Bay Loop Southwest, Tumwater, Washington 98512
Cascadian Landscaping	21510 NW Farm Park Dr. Hillsboro, Oregon 97124
Community Playgrounds	200 Commercial, Vallejo, California 94589
G.R. Morgan Construction	10536 S.W. 25th Avenue, Portland, Oregon 97219
Goto Construction Inc.	42-273 Old Kalanianaʻole Hwy, Kailua, Hawaii 96734
Jayne's Brothers	704 Cayo Grande Court, Newbury Park, California 91320
R&R Construction Inc.	P.O. Box 8236, Bonney Lake, Washington 98390
Playco Park Builders Inc.	155 South Garrison Street, Lakewood, Colorado 94954
Progressive Playgrounds	12784 N. 3rd Street, Parker, Colorado 80134
Quality Time Recreation	PO Box 471, Clearfield, Utah 84089

(list continued next page...)





Scope of Services Section 4 (continued)

CENTRAL ZONE	
Installer Name	Installer Address
Midwest Playground Contractors	500 N. Pine St Suite 104, Chaska, Minnesota 55318
PG Playgrounds	5615 E. Huffman Drive , Kechi, Kansas 67067
Pro Installation Plus	5807 Hibiscus Trail, Crystal Lake, Illinois 60012
Vela Construction	24830 Outer Dr. Lincoln, Michigan 48146
Versasport	2705 N. Pepper Ridge, Wichita, Kansas 67205

EASTERN ZONE	
Installer Name	Installer Address
Avon Corporation	5621 Vine Street, Alexandria, Virginia 22310
Buzz Burger Inc.	500 S Whitehorse Rd, Phoenixville, Pennsylvania 19428
Custom Park Services	8019 E. Old Jessup Road, Jessup, Maryland 20794
Gassner Contracting	122 Markle Road, Belle Vernon, Pennsylvania 15012
Green Acres Landscape & Construction Co. Inc.	21 Malbone Street, Lakeville, Massachusetts 02347
Level Ground	6251 80th Street, Middle Village, New York 11379
Meaning 2 Play	106 Casco Bay Rd, Irmo, South Carolina 29063
P&J Lawn Landscaping Inc.	P.O. Box 104, Harwington, Connecticut 06791

(list continued next page...)

Scope of Services Section 4 (continued)

EASTERN ZONE	
Installer Name	Installer Address
P&P Installations	617 Tim Hill Rd (P.O Box 222), Marathon, New York 13803
Pat Corsetti Inc.	610 Fenimore Ave, Mamaroneck, New York 10543
Playtime Installs LLC	501 Maplewood Ave., Mohnton, Pennsylvania 19540
Probuilt	P.O. Box 991, Marshfield, Massachusetts 02050
Reale Associates Inc.	PO Box 2316, Ocean Bluff, Massachusetts 02065
Reese Construction	3720 Lucky Dr. Apex, North Carolina 27539
Rich Picerno Builders	500 Hoiles Drive, Kenilworth, New Jersey 07033
UA Construction	71 West 23rd Street, New York, New York 10010
Dicarlo Home Improvements	9974 Blackberry Lane, Great Falls, Virginia 22066

MULTIPLE ZONE	
Installer Name	Installer Address
Evans Recreation	P.O. Box 42607, Las Vegas, Nevada 89116
Playgrounds of the Rockies	3295 South Fairplay St, Aurora, Colorado 80014
Green Apex Roofing & Construction LLC	5333 Richmond Ave #15, Houston, Texas 77056
JP and Sons Contracting Inc.	18937 E Vía Del Verde, Queen Creek, Arizona 85142
Michigan Recreational Construction Inc. (MRC)	P.O. Box 2127, Brighton, Michigan 48116
Precision Playgrounds Holdings	6440 Southpoint Parkway, Floor 3, Jacksonville, Florida 32216
The Playground Guys Inc.	5600 SE Lamay Drive, Stuart, Florida 34997



EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

All freight charges are prepaid to the carrier by KOMPAN and added to the invoice as a separate line item to the customer.

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.



Scope of Services Section 4 (continued)

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Warranty documents for all proposed products attached.

Warranty Response Time	
Product	Response Time
KOMPAN Playground Equipment	4 -8 business days*
KOMPAN Outdoor Fitness Equipment	4 -8 business days*
Engineered Wood Fiber	5 business days
Pour In Place Rubber	5-10 business days
Rubber Mulch	5 business days
Artificial Turf	5-10 business days
Rubber Tiles	5-10 business days
Site Amenities	5-10 business days
Shelters	5-10 business days
Shades	5-10 business days
Installation Services	1- 3 business days
	*For customized or discontinued products additional time may be required.

2. Warranty period start date. The City desires the warranty start at the time of substantial completion. KOMPAN's Warranty period start date will be at time of substantial completion.

3. Availability of replacement parts.

Replacement parts will at the minimum, be available for the duration of the warranty period.

4. Life expectancy of equipment under normal use.

KOMPAN has been producing playground equipment since the 1970's and we still have some equipment in the field from that time period. Local climate conditions, maintenance, and usage can affect the life expectancy of equipment. Equipment is built to last through several generations, and can last over 20 years if properly maintained.

The life expectancy of surfacing products is based on the climate, environment, proper drainage, usage and maintenance. The minimum life expectancy matches the number of years the product is under warranty. Site amenities have varied life expectancy based upon the type of materials and the care and maintenance of the product. The minimum life expectancy matches the number of years the product is under warranty.

5. Detailed information as to proposed return policy on all equipment.

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items

EXHIBIT F
SCOPE OF SERVICES

The following Scope of Work is an Exhibit to and incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the “Handbook for Public Safety” published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant’s certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA’s website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer’s listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency. Some parts may take longer than two weeks, and that will be communicated at the time the order is placed.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on limited number of configurations, with no up charge. Participating Public Agencies should consult with their local Sales Representative for Lead times for specific products as times vary based upon type of product.
 - a. Most of the Company's bestselling Products are stocked in our Middletown, Pennsylvania storage facility and can be shipped for immediate delivery – one to seven days, dependent upon the delivery location.
 - b. 64% of the Company's Products will be shipped for delivery from the east coast within five weeks.
 - c. 26% of the Company's Products will be shipped for delivery from the east coast within eight weeks.
 - d. The remaining 10% of the Company's Products have delivery times that are dependent on the customizations, color and material selections as these Products are highly specialized and a result of project collaboration with the customer.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID

3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT H CONFIDENTIALITY TERMS

This Exhibit H is an exhibit to the Contract to Provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Kompan.Inc., a corporation doing business in North Carolina (the "Company"). Unless otherwise stated in this Exhibit, the defined terms stated herein shall have the same meanings ascribed to them in the main body of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information, in any medium (whether written, oral or electronic), obtained from the City or the Company or any of their respective suppliers, contractors or licensors which falls within any of the following general categories:
 - 1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or the Company or any of their respective suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 1.2. *Information marked "Confidential" or "Proprietary."*
 - 1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
 - 1.4. *Any attorney / client privileged information disclosed by either party.*
 - 1.5. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.*
 - 1.6. *Personal identifying information about individuals that the City is prohibited from disclosing by law, including:*
 - (a) Social security or employer taxpayer identification numbers.
 - (b) Drivers license (drivers license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.
 - (c) Checking account numbers.
 - (d) Savings account numbers.
 - (e) Credit card numbers.
 - (f) Debit card numbers.
 - (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
 - (h) Digital signatures.
 - (i) Any other numbers or information that can be used to access a person's financial resources.
 - (j) Biometric data.
 - (k) Fingerprints.
 - (l) Passwords.
 - 1.7. *The security features of the City's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems,*

including passwords, security standards, security logs, procedures, processes, configurations, software and codes.

- 1.8. *Local tax records of the City that contain information about a taxpayer's income or receipts.*
- 1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 1.10. *Building plans of City-owned buildings or structures, as well as specific details of public security plans.*
- 1.11. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 1.12. *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).*
- 1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

The information described in Sections 1.1 through 1.13 is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Exhibit H.

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

Notwithstanding the above, contracts between the Company and the City are not Confidential Information and will be considered public records, except for attached exhibits that: (a) meet the legal requirements for trade secrets; and (b) are clearly identified as such.

2. RESTRICTIONS AND REQUIREMENTS. Each party shall comply with the following restrictions and requirements regarding Confidential Information:

- 2.1. Neither party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by written agreement of the parties or by the written consent of the other party.
- 2.2. Neither party shall, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party, other than an agent, subcontractor or vendor of the City or the Company who: (a) has a need to know such Confidential Information for purposes contemplated by this Contract, and (b) has executed a confidentiality agreement incorporating substantially the form of this Exhibit H. Notwithstanding the foregoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent.

- 2.3. Neither party shall use any Confidential Information of the other for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 2.4. Neither party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 2.5. Each party shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the party upon which the demand is made shall notify the other party of the demand, and shall cooperate with and reasonably assist the other party in seeking a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information.
- 2.8. Each party shall restrict employee access to the Confidential Information of the other party to those employees having a need to know for purposes of carrying out the business relationships contemplated by this Contract.
- 2.9. The Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
- 2.10. Each party shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Exhibit H. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Exhibit H, including compliance with the City's Restricted Data Policy.
- 2.11. The Company shall further ensure that each person who obtains access to Confidential Information through the Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Exhibit H and the City's Restricted Data Policy.
3. **EXCEPTIONS.** The disclosing party to this Contract agrees that the receiving party ("Recipient") shall have no obligation with respect to any Confidential Information that the Recipient can establish:
 - 3.1. was already known to Recipient prior to being disclosed by the disclosing party;
 - 3.2. was or becomes publicly known through no wrongful act of Recipient;

- 3.3. was rightfully obtained by Recipient from a third party without similar restriction and without breach hereof;
- 3.4. was used or disclosed by Recipient with the prior written authorization of the other party;
- 3.5. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Recipient shall first give to the other party notice of such requirement or request;
- 3.6. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Recipient shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
4. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under this Contract (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
5. **PUBLIC RECORDS.** Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that the City is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any Confidential Information that is a public record under North Carolina law may be released and disclosed by the City pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Contract, nor shall the City be liable to the Company for such release or disclosure.

In the event the City receives a request for disclosure of Confidential Information which the Company has specifically marked "Confidential" or "Proprietary" the City shall give the Company written notice of such request (the "Notice of Request for Disclosure"). In the event the Company has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the Company shall within ten (10) days after receipt of the Notice of Request for Disclosure notify the City in writing of its objection to disclosure and the basis therefor. The Company shall indemnify, defend and hold harmless the City from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by the City in connection with any refusal by the City to disclose Confidential Information after receiving an objection to disclosure from the Company. If the City receives no written objection from the Company within ten (10) days after the Company's receipt of a Notice of Request for Disclosure, the City shall disclose the Confidential Information referenced in the Notice of Request for Disclosure.

Notwithstanding the foregoing, the parties agree that the computer database information that the City is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the City shall be entitled to disclose such information without notice to the Company.

6. **REMEDIES.** Each party acknowledges that the unauthorized disclosure of the Confidential Information of the other will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party

shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

Nothing in this Contract shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information, except as the provisions of this Contract expressly authorize the release of Confidential Information.

KOMPAN Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

Initial Term: July 1, 2017 through June 30, 2022

Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

EXTENDED THROUGH December 31, 2026



Memo

To: Michael Lowe, Director of Procurement
From: Rob Frampton, Fire Chief
Date: 11/12/2025
Subject: Portable Radio Purchase

The Fire Department was approved in the FY26 budget for the purchase of twenty-five (25) portable radios. This is year 4 of a 5-year replacement plan and the department is recommending the continued purchase of the same Motorola portable radios, to ensure seamless communication and continued interoperability with the existing radios. I am recommending that the vendor be awarded the bid for our purchase of the portable radios. Attached is the estimate from the vendor. If you need additional information, please do not hesitate to reach out to me.



SOLE SOURCE: The product or service is unique, meaning that only one vendor, to the best of the requestor's knowledge and belief, is capable of furnishing the product or service. A sole source justification is required for every purchase over the direct buy limit of \$2,000.00, and must be approved by the Director of Procurement prior to an order being placed. A thorough definition of sole source purchases is on the back of this form.

POLICY PURPOSE: It is the policy of the City of Salisbury to consistently purchase goods and services using full and open competition. The citizens of the City of Salisbury are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Department of Procurement can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a using agency determines that other than full and open competition is necessary or in the best interest of the City, appropriate justification for that course of action must be submitted to the Director of Procurement for approval in order to waive the competitive bid/proposal process.

Please provide the following information to document the sole source request. Attach additional pages as necessary.

Explain why the product or service requested is the only one that can satisfy your requirements, and why all alternatives are unacceptable. Be specific with regard to unique specifications, features, characteristics, requirements, capabilities, compatibility, and performance.

The Salisbury Fire Department needs to purchase twenty-five (25) hand held radios that have become obsolete due to age, and maintenance issues. Currently, Motorola is a sole source for the specific radios the Department will need to purchase so these products align with the previously purchased portable radios in past budget years. Additionally, the Salisbury Fire Department operates off the Wicomico County 911 Center's radio system, which only deals with Motorola radios for the entire county.

Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service and describe efforts that were made to verify and confirm this. Obtain and include a letter from the manufacturer or vendor confirming claims of sole source provision, and a quote from the manufacturer or distributor.

This supplier is the only practicably available source due to the Wicomico County 911 Center working exclusively with this vendor.

Describe your efforts to identify other potential products or sources.

Not applicable

Is there a grant or unique funding source that directs a specific source be used? If yes, please attach applicable portion.

No

Will this purchase obligate the City to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or will purchasing this item will cause the City to need more like items in the future)?

Yes. The Salisbury Fire will be in the need to replace additional hand-held radios in the coming fiscal year.

Describe the negotiation efforts that have been made with the supplier to obtain the best possible price.

Based on a contract price



QUOTE-3224949
APX6000 XE Portables

Billing Address:
SALISBURY, CITY OF
125 N DIVISION ST BLDG RM
104
SALISBURY, MD 21801
US

Quote Date:11/05/2025
Expiration Date:01/05/2026
Quote Created By:
Richard Morris
richard.morris@
motorolasolutions.com

End Customer:
SALISBURY, CITY OF
Chris Truitt
ctrutt@salisbury.md
(410) 548-3120

Contract: 23551 - STATE OF MARYLAND
700MHZ STATEWIDE SYSTEM

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	25	\$3,924.00	\$2,825.28	\$70,632.00
1a	H869BZ	ENH: MULTIKEY	25	\$388.00	\$279.36	\$6,984.00
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	25	\$118.00	\$84.96	\$2,124.00
1c	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	25	\$118.00	\$84.96	\$2,124.00
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	25	\$353.00	\$254.16	\$6,354.00
1e	QA02006AA	ENH: APX6000XE RUGGED RADIO	25	\$942.00	\$678.24	\$16,956.00
1f	QA00580AC	ADD: TDMA OPERATION	25	\$530.00	\$381.60	\$9,540.00
1g	QA09008AA	ADD: GROUP SERVICES	25	\$177.00	\$127.44	\$3,186.00
1h	QA05100AA	EHN: STD 1 YR WARRANTY APPLIES	25	\$0.00	\$0.00	\$0.00
1i	H38BT	ADD: SMARTZONE OPERATION	25	\$1,412.00	\$1,016.64	\$25,416.00
1j	QA01427AB	ALT: IMPACT GREEN HOUSING	25	\$30.00	\$21.60	\$540.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Memo

To: Michael Lowe, Director of Procurement
From: Rob Frampton, Fire Chief
Date: 11/12/2025
Subject: Heart Monitor/AED Purchase

The Fire Department was approved in the FY26 budget for the purchase of heart monitors and AEDs to assist with the phased-in replacement of aging units. The department is recommending the continued purchase of the same Stryker products, to ensure seamless patient care and continued interoperability with the existing heart monitors and AEDs that we are using. I am recommending that the vendor be awarded the bid for our purchase four heart monitors and one AED. Attached is the estimate from the vendor. If you need additional information, please do not hesitate to reach out to me.



CITY OF SALISBURY
DEPARTMENT OF PROCUREMENT

SOLE SOURCE PURCHASE JUSTIFICATION
Questions about this form? Please call (410) 548-3190

SOLE SOURCE: The product or service is unique, meaning that only one vendor, to the best of the requestor's knowledge and belief, is capable of furnishing the product or service. A sole source justification is required for every purchase over the direct buy limit of \$2,000.00, and must be approved by the Director of Procurement prior to an order being placed. A thorough definition of sole source purchases is on the back of this form.

POLICY PURPOSE: It is the policy of the City of Salisbury to consistently purchase goods and services using full and open competition. The citizens of the City of Salisbury are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Department of Procurement can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a using agency determines that other than full and open competition is necessary or in the best interest of the City, appropriate justification for that course of action must be submitted to the Director of Procurement for approval in order to waive the competitive bid/proposal process.

Please provide the following information to document the sole source request. Attach additional pages as necessary.

Explain why the product or service requested is the only one that can satisfy your requirements, and why all alternatives are unacceptable. Be specific with regard to unique specifications, features, characteristics, requirements, capabilities, compatibility, and performance.

The Salisbury Fire Department was budgeted money in the FY26 budget to begin the systematic replacement and upgrade of our heart monitors and AED's. Currently, the entire department uses Lifepak heart monitors and AED's made by Stryker. These devices require specific mounting systems, defibrillation pads, electrodes, and must work with each other across our fleet. It is imperative that the department maintain the same brand of devices across the entire fleet, so that these life-saving units can work seamlessly with each other when we are providing patient care. We cannot have multiple manufacturers of devices within our operations. Stryker is the only manufacturer of Lifepak heart monitors and AEDs, which are what we currently use.

Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service and describe efforts that were made to verify and confirm this. Obtain and include a letter from the manufacturer or vendor confirming claims of sole source provision, and a quote from the manufacturer or distributor.

Stryker does not authorize any third parties to sell these products or services in any markets. They will not fulfill orders placed by non-authorized businesses seeking to resell their products or services. (Sole Source Letter is attached.)

Describe your efforts to identify other potential products or sources.

N/A. If we were to switch to another heart monitor manufacturer, the City would need to replace an additional 30 AEDs and 4 heart monitors, to ensure that all of the devices were the same across our fleet.

Is there a grant or unique funding source that directs a specific source be used? If yes, please attach applicable portion.
No.

Will this purchase obligate the City to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or will purchasing this item will cause the City to need more like items in the future)?

Yes. The SFD already has a maintenance contract for all of our heart monitors and AEDs that we currently use from Stryker. We also have contracted prices for items such as defibrillation pads, cords, and other accessories for these Stryker devices.

November 2025

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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EC-GSNPS-COMM-1157704_REV-1_en_us

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com



4-LIFEPAK 35s 1-CR2 AED

Quote Number: 10980244

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF SALISBURY FIRE DEPT

Attn: Chris O'Barsky
cobarsky@salisbury.md
410-548-3120

Rep:

James Springer

Email:

jim.springer@stryker.com

Phone Number:

4109848234

Mobile:

4109848234

GPO: STATE OF MARYLAND BPO NO: 001B2600009

Quote Date: 11/06/2025

Expiration Date: 02/04/2026

Contract Start: 08/30/2024

Contract End: 08/29/2025

Delivery Address

Name: CITY OF SALISBURY FIRE DEPT

Account #: 20037614

Address: 325 CYPRESS ST

SALISBURY

Maryland 21801-4060

Attn: Chris O'Barsky/Deputy Chief

Sold To - Shipping

Name: CITY OF SALISBURY FIRE DEPT

Account #: 20037614

Address: 325 CYPRESS ST

SALISBURY

Maryland 21801-4060

Bill To Account

Name: CITY OF SALISBURY FIRE DEPT

Account #: 20037614

Address: 325 CYPRESS ST

SALISBURY

Maryland 21801-4060

Equipment Products:

#	Product	Description	Qty	List Price	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	4	\$51,400.00	\$41,171.40	\$164,685.60
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	4	\$1,000.00	\$699.00	\$2,796.00
3.0	41335-000001	LIFEPAK 35 AC Power Adapter Kit	1	\$2,500.00	\$1,250.00	\$1,250.00
4.0	11140-000131	AC Power Cord (North America, hospital grade)	1	\$108.00	\$69.74	\$69.74
5.0	11140-000102	LIFEPAK FLEX Battery Charger	4	\$3,000.00	\$1,950.00	\$7,800.00
6.0	11335-000008	LIFEPAK 35 Storage Bag Kit	4	\$600.00	\$384.00	\$1,536.00
7.0	11260-000073	Shoulder Strap	4	\$75.00	\$36.77	\$147.08
8.0	11330-000026	LP35 Docking Station	4	\$3,200.00	\$1,750.00	\$7,000.00
9.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	4	\$120.00	\$56.11	\$224.44
10.0	11996-000456	RD SET DCI Reusable Sensor, Adult	4	\$418.00	\$227.95	\$911.80
11.0	11996-000536	15-Lead Patient Simulator (QUIK-COMBO)	1	\$1,500.00	\$385.00	\$385.00
15.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEP ?electrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	1	\$3,363.00	\$1,715.13	\$1,715.13



4-LIFEPAK 35s 1-CR2 AED

Quote Number: 10980244

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: CITY OF SALISBURY FIRE DEPT

Rep:

James Springer

Attn: Chris O'Barsky

Email:

jim.springer@stryker.com

cobarsky@salisbury.md

Phone Number:

4109848234

410-548-3120

Mobile:

4109848234

GPO: STATE OF MARYLAND BPO NO: 001B2600009

Quote Date: 11/06/2025

Expiration Date: 02/04/2026

Contract Start: 08/30/2024

Contract End: 08/29/2025

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$296.30
Grand Total:	\$182,671.50

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



City of Salisbury

Memo

To: Randy Taylor
From: Emily Goebel
Date: November 6, 2025
Subject: Youth Development Advisory Committee Appointment

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Moses Nwakuwo	November 2028

Attached is the applicant's information and the resolution necessary for this appointment.

Attachment(s):
[Res3434](#)

- 1
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<u>Name</u>	<u>Term Ending</u>
Moses Nwakwuo	November 2028

ATTEST:

Angela M. Blake
INTERIM PRESIDENT, City Council

_____ day of _____, 2025

96



City of Salisbury

Memo

To: Randy Taylor
From: Emily Goebel
Date: November 6, 2025
Subject: Sustainability Advisory Committee Appointment

The following person has applied for appointment to the Sustainability Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Sarah Yamakawa	November 2028

Attached is the applicant's information and the resolution necessary for this appointment.

Attachment(s):
[Res3435](#)

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<u>Name</u>	<u>Term Ending</u>
Sarah Yamakawa	November 2028

ATTEST:

Angela M. Blake
INTERIM PRESIDENT, City Council

_____ day of _____, 2025

98



City of Salisbury

Memo

To: Randy Taylor
From: Emily Goebel
Date: November 6, 2025
Subject: Human Rights Advisory Committee Appointment

The following person has applied for appointment to the Human Rights Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Boni Rychener	November 2027

Attached is the applicant's information and the resolution necessary for this appointment.

Attachment(s):
[Res3436](#)

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<u>Name</u>	<u>Term Ending</u>
Boni Rychener	November 2027

ATTEST:

Angela M. Blake
INTERMIN PRESIDENT, City Council

_____ day of _____, 2025

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Tom Stevenson, Acting City Administrator
From: Emily Goebel, Office Administrator
Date: September 22, 2025
Subject: Charter Amendment - Updating the Procurement Department Chain of Command - 2nd Reading

The attached resolution allows for an update to the chain of command for the Director of Procurement to report directly to the City Administrator under the authority of the Mayor.

Attachment(s):
[CAR2025-1](#)

1 **CHARTER AMENDMENT RESOLUTION NO. 2025-1**

2
3 **A RESOLUTION TO AMEND ARTICLE 16 OF THE CITY CHARTER TO**
4 **UPDATE THE CHAIN OF COMMAND OF THE DIRECTOR OF**
5 **PROCUREMENT.**

6
7 **WHEREAS**, the ongoing application, administration, and enforcement of the City Charter
8 demonstrates a need for its periodic review, evaluation, and amendment to keep the provisions of
9 the Charter current; and

10
11 **WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”)
12 are authorized by MD Code, Local Government, § 4-301 *et seq.*, as amended, and § SC 21-2 of
13 the Charter to amend the Charter, not contrary to the Constitution of Maryland, public general
14 law or public local law, as the Mayor and Council deem necessary to assure the good government
15 of the municipality; and

16
17 **WHEREAS**, the Mayor and Council find that the foregoing amendments to § SC 16-1
18 and § SC 16-2 of the City Charter are desirable to conform with the public need to operate the
19 City and to update the chain of command of the Director of Procurement; and

20
21 **WHEREAS**, the Mayor and Council have determined that amendments to § SC 16-1 and
22 § SC 16-2 of the Charter shall be adopted as set forth herein; and

23
24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
25 **SALISBURY** by virtue of the authority granted in Article XI-E of the Maryland Declaration of
26 Rights, §§ 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article
27 XXI of the City Charter as follows:

28
29 **Section 1.** It is proposed and recommended that § SC 16-1 be amended to repeal the
30 language in double bold brackets and adding the underscored and italicized language:

31 § SC16-1. Department of Procurement.

32 A. There shall be a Department of Procurement[[[.]]] A Director of
33 Procurement shall be recommended for appointment by the **[[Deputy]]** City
34 Administrator and appointed by the Mayor as provided in § SC3-4.C of the
35 City Charter.

36 B. Under the authority of the Mayor and the supervision of the **[[Deputy]]** City
37 Administrator, the Director of Procurement shall make all city purchases
38 and sales and shall make or approve all city contracts, except contracts to
39 sell city bonds or other evidences of the city’s public debt, and except that
40 the Council by ordinance may permit direct purchasing by any office,
41 department or agency of minor items where immediate procurement is

necessary to prevent delays in its work and resulting in loss to the city. The Council by ordinance shall fix, and from time to time may change, the maximum amount of any such direct purchase, provided that such maximum authorized amount shall in no event exceed the maximum direct purchase amount set by the Ordinance of the Council, from time to time. The Director of Procurement shall issue regulations controlling the procedure for such direct purchasing.

- C. Except for such contracts to sell public debt securities and such direct purchases, no city purchase or contract for any purchase or sale or other contract shall be valid or enforceable unless approved in writing by the Director of Procurement or their authorized designee, and the City Administrator shall pay out no city funds for any contract or purchase unless so approved.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:

Section 2. With this proposed Charter Amendment, § SC 16-1 of the Charter would read:

§ SC16-1. Department of Procurement.

- A. There shall be a Department of Procurement. A Director of Procurement shall be recommended for appointment by the City Administrator and appointed by the Mayor as provided in § SC3-4.C of the City Charter.

- B. Under the authority of the Mayor and the supervision of the City Administrator, the Director of Procurement shall make all city purchases and sales and shall make or approve all city contracts, except contracts to sell city bonds or other evidences of the city's public debt, and except that the Council by ordinance may permit direct purchasing by any office, department or agency of minor items where immediate procurement is necessary to prevent delays in its work and resulting in loss to the city. The Council by ordinance shall fix, and from time to time may change, the maximum amount of any such direct purchase, provided that such maximum authorized amount shall in no event exceed the maximum direct purchase amount set by the Ordinance of the Council, from time to time. The Director of Procurement shall issue regulations controlling the procedure for such direct purchasing.

- C. Except for such contracts to sell public debt securities and such direct purchases, no city purchase or contract for any purchase or sale or other contract shall be valid or enforceable unless approved in writing by the Director of Procurement or their authorized designee, and the City Administrator shall pay out no city funds for any contract or purchase unless so approved.

81 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF**
82 **SALISBURY:**

83 **Section 3.** It is proposed and recommended that § SC 16-2 be amended to repeal the
84 language in double bold brackets and adding the underscored and italicized language:

85 § SC16-2. Additional duties and powers of the Director of Procurement.

86 Under the authority of the Mayor and the supervision of the **[[Deputy]]** City
87 Administrator, the Director of Procurement shall:

88 A. Receive written requisitions or statements from the head of each city office,
89 department or agency, specifying the public work done or to be done by it,
90 or identifying the materials, equipment, supplies or services required by it,
91 and authorizing its appropriation to be charged therefor.

92 B. Invite bids whenever competitive bidding is required by § SC16-3 of this
93 Article and conduct the competitive bidding procedure established by the
94 Council under § SC16-4 of this Article.

95 C. Enforce accounting control of each city purchase or contract as required by
96 § SC16-6 of this Article and refuse to approve any purchase or contract
97 involving any over expenditure prohibited thereby.

98 D. After consulting the head of each city office, agency or department affected
99 thereby, establish and enforce specifications with respect to supplies,
100 materials, equipment and services required by it, except that any
101 specifications fixed by the Board of Standardization created by § SC16-7 of
102 this Article shall have precedence and be controlling.

103 E. Through appropriate city offices, agencies or department see that all
104 supplies, materials, equipment and services delivered to or performed for
105 the city meet such specifications and arrange for the storage and proper care
106 and custody of city property.

107 F. Authorize the transfer of surplus or unused city property to or between city
108 offices, departments or agencies.

109 G. From time to time recommend to the Mayor and Council the sale or other
110 disposition of surplus, obsolete or unused city property and obtain expert
111 appraisal(s) thereof or estimate its value using his or her best information
112 and judgment.

113 H. Perform such other functions related to purchasing or the city's fiscal and
114 financial affairs as the Mayor or the Council may require.

115 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF**
116 **SALISBURY:**

117 **Section 4.** With this proposed Charter Amendment, § SC 16-2 of the Charter would read:

118 § SC16-2. Additional duties and powers of the Director of Procurement.

119 Under the authority of the Mayor and the supervision of the City Administrator, the
120 Director of Procurement shall:

121 A. Receive written requisitions or statements from the head of each city office,
122 department or agency, specifying the public work done or to be done by it,
123 or identifying the materials, equipment, supplies or services required by it,
124 and authorizing its appropriation to be charged therefor.

125 B. Invite bids whenever competitive bidding is required by § SC16-3 of this
126 Article and conduct the competitive bidding procedure established by the
127 Council under § SC16-4 of this Article.

128 C. Enforce accounting control of each city purchase or contract as required by
129 § SC16-6 of this Article and refuse to approve any purchase or contract
130 involving any over expenditure prohibited thereby.

131 D. After consulting the head of each city office, agency or department affected
132 thereby, establish and enforce specifications with respect to supplies,
133 materials, equipment and services required by it, except that any
134 specifications fixed by the Board of Standardization created by § SC16-7 of
135 this Article shall have precedence and be controlling.

136 E. Through appropriate city offices, agencies or department see that all
137 supplies, materials, equipment and services delivered to or performed for
138 the city meet such specifications and arrange for the storage and proper care
139 and custody of city property.

140 F. Authorize the transfer of surplus or unused city property to or between city
141 offices, departments or agencies.

142 G. From time to time recommend to the Mayor and Council the sale or other
143 disposition of surplus, obsolete or unused city property and obtain expert
144 appraisal(s) thereof or estimate its value using his or her best information
145 and judgment.

146 H. Perform such other functions related to purchasing or the city's fiscal and
147 financial affairs as the Mayor or the Council may require.

Section 5. Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution, providing the amendment of the City of Salisbury's Charter as set forth herein, shall be and hereby is scheduled for November 24, 2025, at 6:00 p.m.

Section 6. Pursuant to the City of Salisbury's Charter § SC21-2 and MD Code, Local Government, § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and within forty days after the Resolution has been adopted.

Section 7. The title of this Resolution shall be deemed a fair summary of the amendments provided for herein for publication and all other purposes.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:

Section 8. This Resolution shall take effect on the fiftieth day after the Resolution is adopted, subject to the right of referendum.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:

Section 9. It is the intention of the Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

Section 10. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid, unconstitutional, or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so

171 adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and
172 enforceable.

173 **Section 11.** The Recitals set forth hereinabove are incorporated into this section of this
174 Resolution as if such recitals were specifically set forth at length in this Section 11.

175 This Resolution was introduced, read, and passed at the regular meeting of the Council of
176 the City of Salisbury held on 24 day of November, 2025.

177
178 _____
179 Julie A. English,
180 City Clerk

Angela M. Blake,
City Council Interim President



City of Salisbury

Memo

To: Tom Stevenson, Acting City Administrator
From: Emily Goebel, Office Administrator
Date: September 22, 2025
Subject: Charter Amendment - Clarification of City Administrator, Deputy City Administrator, and Assistant City Administrator Roles - 2nd Reading

The attached resolution proposes updates and clarifications on the roles of the City Administrator, Deputy City Administrator, and Assistant City Administrator. Changes allow for the City Administrator to assign departmental oversight responsibilities based upon the needs of the city.

Attachment(s):
[CAR2025-2.docx](#)

1 **CHARTER AMENDMENT RESOLUTION NO. 2025-2**

2
3 **A RESOLUTION TO AMEND § SC 4-1 OF THE CHARTER OF THE CITY**
4 **OF SALISBURY TO UPDATE THE POWERS AND DUTIES OF CITY**
5 **ADMINISTRATOR AND DEPUTY ADMINISTRATOR.**
6

7 **WHEREAS**, the ongoing application, administration, and enforcement of the City Charter
8 demonstrates a need for its periodic review, evaluation, and amendment to keep the provisions of
9 the Charter current; and
10

11 **WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”)
12 are authorized by MD Code, Local Government, § 4-301 et seq., as amended, and § SC 21-2 of
13 the Charter to amend the Charter, not contrary to the Constitution of Maryland, public general
14 law or public local law, as the Mayor and Council deem necessary to assure the good government
15 of the municipality; and
16

17 **WHEREAS**, the Mayor and Council find that the foregoing amendments to § SC 4-1 of
18 the City Charter are desirable to conform with the public need to operate the City and to update
19 the powers and duties of the City Administrator and Deputy Administrator; and
20

21 **WHEREAS**, the Mayor and Council have determined that amendments to § SC 4-1 of
22 the Charter shall be adopted as set forth herein; and
23

24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
25 **SALISBURY** by virtue of the authority granted in Article XI-E of the Maryland Declaration of
26 Rights, §§ 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article
27 XXI of the City Charter as follows:
28

29 **Section 1.** It is proposed and recommended that § SC 4-1 be amended to repeal the
30 language in double bold brackets and adding the underscored and italicized language:

31 § SC4-1. City Administrator and Deputy Administrator.

32 There shall be a City Administrator in the Office of the Mayor who shall be the
33 Chief Administrative Officer of the city. The City Administrator shall **[[be the**
34 **direct subordinate of the Mayor and the immediate supervisor of each of the**
35 **following department heads: Police Department, Fire Department,**
36 **Department of Finance, Department of Human Resources, and the Public**
37 **Information Officer. The City Administrator shall also be the immediate**
38 **supervisor of the Deputy City Administrator]]** *report directly to the Mayor and*
39 *shall oversee the daily operations of the city government.* The City Administrator
40 shall serve as the supervising authority of the Office of the Mayor and shall be the
41 Mayor's Chief of Staff. *The City Administrator shall have the authority to assign*
42 *departmental oversight responsibilities to himself/herself or to the Deputy City*

43 Administrator, with approval of the Mayor, based upon the strategic and
44 operational needs of the city.

45 There shall be a Deputy City Administrator who shall report directly to the City
46 Administrator. The Deputy City Administrator shall carry out supervisory and
47 administrative functions as assigned by the City Administrator and may act for the
48 City Administrator in his or her absence. [[be a direct subordinate of the City
49 **Administrator. The Deputy City Administrator shall be the immediate**
50 **supervisor of the following department heads: Department of Infrastructure**
51 **and Development, Department of Field Operations, Department of Water**
52 **Works, Department of Housing and Community Development, Department of**
53 **Procurement and Department of Business Development.]]**

54 There may be an Assistant City Administrator who shall provide direct support to
55 the City Administrator and department heads by assisting with special projects,
56 administrative tasks, and day-to-day operations.

57 **Section 2.** With this proposed Charter Amendment, § SC 4-1 of the Charter would read:

58 There shall be a City Administrator in the Office of the Mayor who shall be the
59 Chief Administrative Officer of the city. The City Administrator shall report
60 directly to the Mayor and shall oversee the daily operations of the city government.
61 The City Administrator shall serve as the supervising authority of the Office of the
62 Mayor and shall be the Mayor's Chief of Staff. The City Administrator shall have
63 the authority to assign departmental oversight responsibilities to himself/herself or
64 to the Deputy City Administrator, with approval of the Mayor, based upon the
65 strategic and operational needs of the city.

66 There shall be a Deputy City Administrator who shall report directly to the City
67 Administrator. The Deputy City Administrator shall carry out supervisory and
68 administrative functions as assigned by the City Administrator and may act for the
69 City Administrator in his or her absence.

70 There may be an Assistant City Administrator who shall provide direct support to
71 the City Administrator and department heads by assisting with special projects,
72 administrative tasks, and day-to-day operations.

73 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF**

74 **SALISBURY:**

75 **Section 3.** Pursuant to MD Code, Local Government, § 4-304, a public hearing on this
76 Resolution, providing the amendment of the City of Salisbury's Charter as set forth herein, shall
77 be and hereby is scheduled for November 24, 2025, at 6:00 p.m.

Section 4. Pursuant to the City of Salisbury's Charter § SC21-2 and MD Code, Local Government, § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and within forty days after the Resolution has been adopted.

Section 5. The title of this Resolution shall be deemed a fair summary of the amendments provided for herein for publication and all other purposes.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:

Section 6. This Resolution shall take effect on the fiftieth day after the Resolution is adopted, subject to the right of referendum.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:

Section 7. It is the intention of the Council of the City of Salisbury that each provision of this Resolution shall be deemed independent of all other provisions herein.

Section 8. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid, unconstitutional, or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged and all other provisions of this Resolution shall remain and shall be deemed valid and enforceable.

Section 9. The Recitals set forth hereinabove are incorporated into this section of this Resolution as if such recitals were specifically set forth at length in this Section 9.

101 This Resolution was introduced, read, and passed at the regular meeting of the Council of
102 the City of Salisbury held on 24 day of November, 2025.

103

104

105 _____
106 Julie A. English,
City Clerk

Angela M. Blake,
City Council Interim President



Memo

To: Nick Rice, City Administrator
From: Sandy Green, Director of Finance
Date: October 30, 2025
Subject: Schedule C Amendment of Ordinance 2935 (2nd reading)

Amended FY26 Budget Ordinance that revises the Schedule C and authorizes grant funding for FY2026 and related appropriations that have been omitted from the approved FY26 Budget Ordinance 2935.

Please see below for the revisions or additions to the FY26 Schedule C:

- FY26 Technical Assistance Grant – Funding \$55,000
- FY26 Main Steet Improvement Grant – Funding \$25,000
- FY26 A&E Operating Grant – Funding \$18,000
- FY26 Project Restore – Funding \$300,000
- FFY26 MD Highway Safety Office – Impaired Driver DUI – Funding \$3,000, Grant match \$1,500
- FFY26 MD Highway Safety Office – Distracted Driver – Funding \$1,000, Grant match \$500
- FFY26 US Marshals Program – Funding \$10,000, Grant match \$5,000
- FY26 Housing and Homeless Operations – Funding level has been revised from \$36,000 to \$20,000
- FY24-26 CP&P Woodcock Park – Funding level has been increased from \$170,000 to \$179,270
- FY26 Local Warrant Apprehension Grant – Grant match has been reduced from \$24,000 to \$17,000 and the difference of \$7,000 has been reallocated to the added Police grants to cover the respective grant match amounts of \$1,500 for Impaired Driver, \$500 for Distracted Driver, and \$5,000 for US Marshals Program.

Attachment(s):

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ATTEST:

Julie A. English, City Clerk

**Angela M. Blake,
City Council Interim President**

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor

Schedule C City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures

Schedule C: City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	ALN #	Dept/Agency
	Total	Prior Yrs	FY 2026	Amount	Account					
Comcast - Public, Educational & Governmental (PEG) Fees										
FY26 - PEG Fees from Comcast	60,000		60,000	-		7/1/2025	6/30/2026	Private	N/A	Comcast
Housing & Community Development										
FY26 - Housing First Program				95,000	10530-534505-76541	7/1/2025	6/30/2026		N/A	
FY26 - Housing & Homeless Operations				20,000	10530-546006	7/1/2025	6/30/2026		N/A	
PY24 - Community Development Block Grant (CDBG)	390,000		390,000	-		7/1/2025	N/A	Federal	14.218	HUD
Arts, Business & Culture Department										
<u>FY26 Technical Assistance Grant</u>	55,000		55,000	N/A		7/1/2025	6/30/2026	State	N/A	DHCD
<u>FY26 Main Street Improvement Grant</u>	25,000		25,000	N/A		7/1/2025	6/30/2026	State	N/A	DHCD
<u>FY26 Project Restore</u>	300,000		300,000	N/A		7/1/2025	6/30/2026	State	N/A	DHCD
<u>FY26 A&E Operating Grant</u>	18,000		18,000	N/A		7/1/2025	6/30/2026	State	N/A	MSAC
FY26 MSAC Grants for Organizations	50,000		50,000			7/1/2025	6/30/2026	State	N/A	MSAC
FY26 MD Heritage Areas Authorities Authority Non-Capital Grant	50,000		50,000			7/1/2025	6/30/2026	State	N/A	MHAA
MSAC Touring	5,000		5,000			7/1/2025	6/30/2026	State	N/A	MSAC
MSAC Public Art Across Maryland	40,000		40,000			7/1/2025	6/30/2026	State	N/A	MSAC
T-Mobile Hometown Grant	50,000		50,000			7/1/2025	6/30/2026	Private	N/A	Private
Water Works Department										
FY25 - ENR O&M Grant - MDE Bay Restoration Fund (BRF)	525,000		525,000	-	N/A	7/1/2025	6/30/2026	State	N/A	MDE / BRF
Salisbury Fire Department										
FY25 MOOR ORF Grant	623,300		623,300			1/1/2025	12/31/2026	State	N/A	MOOR

Schedule C City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures (page 2 of 2)

Schedule C: City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	ALN #	Dept/Agency
	Total	Prior Yrs	FY 2026	Amount	Account					
Field Operations										
<u>FY24-26 CP&P Woodcock Park/Playground Equipment Update</u>	<u>179,270</u>	<u>170,000</u>	<u>9,270</u>	<u>N/A</u>	<u>N/A</u>	<u>7/1/2025</u>	<u>6/30/2026</u>	<u>State</u>	<u>N/A</u>	<u>DNR</u>
Salisbury Police Department										
FFY25 - Edward Byrne Memorial JAG (Future Application)	35,000		35,000	N/A	N/A	7/1/2025	6/30/2026	Federal	16.738	GOCCP / BJAG
SFY26 - State Aid for Police Protection (SAPP)	1,350,000		1,350,000	N/A	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FFY26 - Bulletproof Vest Grant (GOCCP / DOJ-OJP)	5,000		5,000	5,000	91001-599121	7/1/2025	6/30/2026	Federal	16.607	GOCCP / DOJ-OJP
FFY26 - Bulletproof Vest Grant (DOJ-OJP)	30,000		30,000	30,000	91001-599121	7/1/2025	6/30/2026	Federal	16.607	GOCCP / DOJ-OJP
FY26 - MD Criminal Intelligence Network (MCIN)	500,000		500,000	30,000	91001-599121	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - Community Program Grant	20,000		20,000	5,000	91001-599121	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - Local Warrant Apprehension and Absconding Grant	40,000		40,000	17,000	91001-599121	7/1/2025	6/30/2026	State	N/A	GOCCP
FFY26 - MD Highway Safety Office - Speed Enforcement	1,000		1,000	500	91001-599121	7/1/2025	9/30/2026	Federal	20.600	US DOT / MHSO
FFY26 - MD Highway Safety Office - Impaired Driver (DUI)	3,000		3,000	1,500	91001-599121	7/1/2025	9/30/2026	Federal	20.616	US DOT / MHSO
FFY26 - MD Highway Safety Office - Distracted Driver	1,000		1,000	500	91001-599121	7/1/2025	9/30/2026	Federal	20.600	US DOT / MHSO
FY26 - Expanded Development of Predictive Policing w/ Machine	100,000		100,000	-	N/A	7/1/2025	9/30/2026	Federal	16.738	GOCCP / BJAG
FY26- Police Accountability, Community and Transparency Grant	25,000		25,000	-	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - Mental Health Co-Responder Project	90,000		90,000	30,000	91001-599121	7/1/2025	9/30/2026	Federal	16.738	Dept. of Justice
FY26 - Police Recruitment & Retention Grant (PRAR / GOCCP)	50,000		50,000	-	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 Law Enforcement Training Scholarship	5,000		5,000	-	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FFY26 - U.S. Marshals Program	10,000		10,000	5,000	91001-599121	7/1/2025	6/30/2026	Federal	16.111	US Marshals
FY26 Law Enforcement Training Scholarship	5,000		5,000		N/A	7/1/2025	6/30/2026	State	N/A	
FY26 LGIT Law Enforcement Specific Training	100,000		100,000		N/A	7/1/2025	6/30/2026	Local	N/A	Circuit Court
FY 26 LGIT Equipment grant	5,000		5,000	5,000	91001-599121	7/1/2024	9/30/2025	Local	N/A	
Total >>	\$ 4,664,270	\$ 170,000	\$ 4,494,270	\$ 244,500						

The City's Housing First / Homeless Program will require a transfer from the General Fund in FY26 in the amount of \$95,000.00, which will be transferred from account number 91001-599200 H&H Operating Fund for Anne Street \$20,000

This schedule serves to appropriate funds up to the amount listed and authorize the Mayor to expend grant funds for these programs up to the appropriation amount. Accounts will only be budgeted up to the amount included in the award letter. Awards that exceed the appropriation amount will require further council action. This also serves to authorize the Mayor to enter into any necessary agreements, contracts, or memoranda.



City of Salisbury

Memo

To: Mayor's Office
From: Sandra Green, Finance Director
Date: October 29, 2025
Subject: Budget Amendment for Additional funds for Waterside Park Project (2nd Reading)

Ordinance requesting additional funding for the Waterside Park Project. The project has experienced delays due to construction bids exceeding the original budget allocation. To move forward and complete the project as designed, an additional \$165,000 in funding is necessary. This supplemental funding will prevent further delays, mitigate potential cost increases, and ensure the City remains on schedule with applicable grant requirements.

Attachment(s):
[Ord2964](#)

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ORDINANCE NO. 2964

**AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING A
BUDGET AMENDMENT FOR THE MAYOR TO TRANSFER \$165,000
FROM SURPLUS TO PROVIDE ADDITIONAL FINANCIAL SUPPORT
FOR THE WATERSIDE PARK PROJECT.**

WHEREAS, The Waterside Park Project requires an additional \$165,000 in funding to cover costs that exceeded the bid amount; and

WHEREAS, Community Development Block Grant (CDBG) funds are currently available to support this project, but are insufficient to cover the total cost of the project; and

WHEREAS, the allocation of additional funds from surplus is necessary to maintain project momentum and avoid further delays that could increase costs or impact project timelines; and

WHEREAS, the appropriations necessary to make the correction herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Randolph J. Taylor is hereby authorized to appropriate funds for the Waterside Park Project listed in Section 2 and Section 3 below.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury's General Fund Budget be and hereby is amended as follows:

Account	Account Description	Increase/Decrease	Amount
91001-599109	Transfer to General Capital Projects	Increase	\$165,000
01000-469810	Current Year Surplus	Increase	\$165,000

Section 3. The City of Salisbury's General Capital Project Fund Budget be and hereby is amended as follows:

Account	Account Description	Increase/Decrease	Amount
98002-469110-70084	Waterside Park Transfer from General	Increase	\$165,000
98002-513026-70084	Waterside Park Construction	Increase	\$165,000

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 4. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 5. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication

shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 6. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 6.

Section 7. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 10 day of November, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 24 day of November, 2025.

ATTEST:

Julie A. English, City Clerk

Angela M. Blake, City Council Interim President

Approved by me, this _____ day of _____, 2025.

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Mayor's Office
From: Cori Cameron, Director of Water Works
Date: October 7, 2025
Subject: Budget Amendment for additional funds for Elevated Water Tank Maintenance -1st Reading

Attached is an ordinance for additional funding for the elevated water tank maintenance project in the amount of \$75,000.

Additional funding is necessary for the sandblasting and repainting of the water tank to preserve structural integrity, prevent corrosion, and maintain both safety and aesthetic standards.

Thank you for your time and consideration of this request. Unless there are further questions from the Mayor or administration, please forward this memo and the attached ordinance to City Council for their review and consideration.

Attachment(s):
[Ord2965](#)

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ORDINANCE NO. 2965

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A
BUDGET AMENDMENT TO THE CITY'S WATER SEWER CAPITAL
PROJECT FUND TO PROVIDE ADDITIONAL FUNDS FOR THE
ELEVATED WATER TANK MAINTENANCE.**

WHEREAS, the City of Salisbury is committed to maintaining safe, reliable, and sustainable water and sewer infrastructure for the health and welfare of its residents; and

WHEREAS, the elevated water tank maintenance project includes essential improvements such as sandblasting and repainting the water tank, which are necessary to preserve structural integrity, prevent corrosion, and maintain both safety and aesthetic standards; and

WHEREAS, the City's Water Works Department has determined that additional funds in the amount of \$75,000 are needed for the completion of the elevated water tank maintenance project; and

WHEREAS, sufficient interest accrued on the lawsuit proceeds from the wastewater treatment plant are available for allocation to fund this necessary elevated water tank maintenance project; and

WHEREAS, the appropriations necessary to make the amendment herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury;

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Randolph J. Taylor is hereby authorized to appropriate funds for the elevated water tank maintenance project listed in Section 2 below.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury's Water Sewer Capital Project Fund Budget be and hereby is amended as follows:

Account	Account Description	Increase/Decrease	Amount
97010-456110-50016	Lawsuit Interest Elevated Water Tank	Increase	\$75,000
97010-513026-50016	Lawsuit Construction Elevated Water Tank	Increase	\$75,000

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BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

Section 6. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 24 day of November, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 24 day of November, 2025.

ATTEST:

Julie A. English, City Clerk

Angela M. Blake, City Council Interim President

Approved by me, this _____ day of _____ 2025.

Randolph J. Taylor, Mayor