



CITY OF SALISBURY

125 N. Division Street, Salisbury, MD 21801

LEGISLATIVE SESSION

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

Monday, December 15, 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 - Pastor Keith Conkle - Canvas Church

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Meeting Minutes
September 8, 2025 Closed Session
September 22, 2025 Closed Session
September 22, 2025 Legislative Session
September 22, 2025 Work Session
October 6, 2025 Legislative Session
October 6, 2025 Work Session

AWARD OF BIDS

- Award of Bid
ITB A-26-114 Police Safety System

RESOLUTIONS

- Updating SC5-1 to increase the maximum fines for misdemeanors and municipal infractions - 1st reading
Charter Amendment Resolution No. 2025-3 - to amend SC5-1 of the charter to increase the maximum fine for misdemeanors and municipal infractions from \$1,000 to \$5,000 in accordance with newly updated state law.
- Youth Development Advisory Committee Appointment
Resolution No. 3441 - appointment of Kyshir Johnson to the Youth Development Advisory Committee for term ending December 2028.
- Youth Development Advisory Committee Appointment
Resolution No. 3442 - appointment of Khalil Griffin to the Youth Development Advisory Committee for term ending December 2028.
- Youth Development Advisory Committee Appointment
Resolution No. 3443 - appointment of Karen Earp to the Youth Development Advisory Committee for term ending December 2028.
- Human Rights Advisory Committee Appointment

Resolution No. 3444 - appointment of Robert Kimber to the Human Rights Advisory Committee for term ending December 2027.

ORDINANCES

- Labor Code Amendment- 2nd Reading

Ordinance No. 2966 - amending chapter 2.25 of the Salisbury City Code entitled "Labor Code" to better define material terms, clarify employer rights, redefine the duration of a collective bargaining agreement and timeline for bargaining, and to amend the terms governing arbitration.

- The North Prong Park Project - 2nd Reading

Ordinance No. 2967 - to accept funds awarded by the Department of Natural Resources Local Parks and Playgrounds Infrastructure Grant for the City of Salisbury's North Prong Park Project

PUBLIC COMMENT

ADJOURNMENT/CONVENE INTO WORK SESSION

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.
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LEGISLATIVE SESSION MEETING MINUTES SEPTEMBER 22, 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, Acting City Administrator Tom Stevenson, City Clerk Julie English, City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Legislative Session on September 22, 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 then asked everyone to stand for the Pledge of Allegiance.

INVOCATION - Overseer Timothy Palmer - The Well

Overseer Timothy Palmer from The Well was called forward to provide the Invocation.

PRESENTATIONS

- Proclamation - World Duchenne Awareness Month

Councilwoman Gregory presented Adith Thummalapalli with a proclamation for Duchenne Awareness Month. He shared that Duchenne was a condition he had lived with his entire life and emphasized the importance of raising awareness.

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 Sharon C. Dashiell seconded. The vote was 5-0.

AWARD OF BIDS

Presented by Procurement Director Michael Lowe.

- Award of Bids

Mr. Lowe asked to table the first Award of Bid due to a delayed bid that he received over the weekend.

1. ITB 26-105 Elevated Water Tank Recoating at Salisbury University
2. ITB A-26-107 Zinc Pyrophosphate for Corrosion Control

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

President Doughty then asked for a motion and a second to table ITB 26-105. Michele R. Gregory motioned and Sharon C. Dashiell seconded. The vote was 5-0.

DECLARATION OF SURPLUS

- Declaration of Surplus

1. Various surplus weapons for Salisbury Police Department
2. Surplus of two vehicles (units 20 and 1603) for the Salisbury Police Department
3. Various equipment and vehicles for Field Operations (9 units)

President Doughty called for a motion and a second to approve the Declaration of Surplus. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

RESOLUTIONS

Presented by Ms. English

- Bicycle & Pedestrian Advisory Committee

Resolution No. 3424 - appointing Tom Horton to the Bicycle and Pedestrian Advisory Committee for term ending September 2028. April R. Jackson motioned and Angela M. Blake seconded. The vote was 5-0.

ORDINANCES

Presented by Ms. Bosche

- Budget Amendment for Union Negotiations - 2nd Reading

Ordinance No. 2952 - authorizing a budget amendment for the Mayor to appropriate funds for the FY2026 general fund, water and sewer fund, parking fund, and storm water fund for additional salaries and fringe associated with the union negotiations. Angela M. Blake motioned and April R. Jackson seconded. The vote was 5-0.

- Budget Amendment for Lawsuit Funds - 2nd Reading

Ordinance No. 2953 - authorizing a budget amendment to transfer PFAS settlement proceeds from the water sewer fund to the water sewer capital project fund Angela M. Blake motioned and April R. Jackson seconded. The vote was 5-0.

- Drug Court Grant - 2nd Reading

Ordinance No. 2954 - to accept grant funds from the Office of Problem-Solving Court's discretionary grant adult drug court program to provide overtime reimbursement to police officers conducting curfew and contract compliance checks on clients in the City of Salisbury. Sharon C. Dashiell motioned and Michele R. Gregory seconded. The vote was 5-0.

- Budget Amendment for North Prong - 2nd reading

Ordinance No. 2955 - authorizing the Mayor to appropriate funds for land acquisition for the North Prong Park project using reallocated proceeds of the public improvement bonds of 2024. Michele R. Gregory motioned and Angela M. Blake seconded. The vote was 5-0.

- Ordinance to add the International Property Maintenance Code to Title 15 of the Salisbury City Code - 1st reading

Ordinance No. 2956 - amending Title 15 of the Salisbury City Code, entitled "Building and Construction" to add the adoption of and reference to the International Property Maintenance Code. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

PUBLIC COMMENT

The following public comments were heard:

- Speaker #1 was excited for the Folk Festival and thanked City staff.
- Speaker #2 thanked the City for restoring Carroll Street bike lanes and asked where rail trail funds were going to provide safe routes for cyclists.
- Speaker #3 questioned the secrecy around city parking lots and their lawsuits and proposed forming an affordable housing task force.
- Speaker #4 recommended the City not approve townhouse zoning for N. Schumaker Pond, citing that overdevelopment would cause harm to the community.
- Speaker #5 urged Pemberton Manor to take accountability for ignoring tenants' recertification needs and was not in favor of 287g.
- Speaker #6 was not in favor of 287g, thanked City staff for the Folk Festival and asked Council for transparency.
- Speaker #7 suggested posting ordinances and public input online, adopting a state property maintenance code for a nonprofit instead of the international code, and making contracts related to 287g public.
- Speaker #8 stressed the need for housing, was against 287g, and advocated for residents to be heard.
- Speaker #9 encouraged the council to reject 287g.
- Speaker #10 warned that 287g would displace local officers under federal control.

ADJOURNMENT/CONVENE INTO WORK SESSION

The Legislative Session was adjourned at 6:43 p.m.



CLOSED SESSION SUMMARY MEETING MINUTES SEPTEMBER 8, 2025

PUBLIC OFFICIALS

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

Absent: Councilwoman Michele R. Gregory

IN ATTENDANCE

Mayor Randy Taylor, Acting City Administrator Tom Stevenson, Human Resources Director Meg Caton, Deputy City Administrator Allen Swiger, City Clerk Julie English, City Solicitor Ashley Bosche

MOTION TO CONVENE IN CLOSED SESSION

The City Council convened in Closed Session on September 8, 2025 at 5:30 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

President Doughty called for a motion and a second to go into Closed Session. The Closed Session was to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluations of appointees, employees or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals authorized by the State Government Article, § 3-305(b)(1). April R. Jackson motioned and Angela M. Blake seconded. The vote was 4-0.

DISCUSSION TOPIC

- Appointment of City Administrator

Ms. Caton presented the candidate, Nick Rice, to the Council. The Council interviewed Mr. Rice. Mr. Stevenson exited the meeting at 6:20 p.m. Ms. Blake asked for a motion and a second to take a 5-minute recess. Ms. Dashiell motioned and Ms. Jackson seconded. The vote was 3-0. Mr. Doughty exited the meeting at 6:23 p.m. The Council gave consensus to move forward with him as City Administrator.

MOTION TO AJOURN AND RECONVENE IN OPEN SESSION

Vice President Blake took over the meeting and called for a motion and a second to adjourn the Closed Session and reconvene in Open Session. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 3-0.

REPORT TO PUBLIC

Vice President Blake immediately convened in Open Session to provide a report out. She stated that the Closed Session was to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluations of appointees, employees or

officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals authorized by the State Government Article, § 3-305(b)(1) and that consensus was given to appoint Mr. Rice as City Administrator.

ADJOURNMENT

The Open Session adjourned at 6:34 p.m.

City Clerk

Council President



**WORK SESSION
MEETING MINUTES
SEPTEMBER 22, 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, Acting City Administrator Tom Stevenson, Associate Planner Zack White, Department of Infrastructure and Development Director Nick Voitiuc, Captain John Felts, City Clerk Julie English, City Solicitor Ashley Bosche

CALL TO ORDER

The City Council convened in Work Session on September 22, 2025 at 6:43 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

RESOLUTION

- Annexation Zoning for N. Schumaker Dr.

Mr. White and Mr. Voitiuc presented the proposed annexation of a 12.465 -acre parcel on North Schumaker Drive for a 60-townhome project. They added that the process became complicated because three different zoning options—R8A, R10S, and R10A—were presented. Councilmembers expressed confusion about the process and emphasized the need for clear affordable housing requirements before approving new development. They also stated they needed more information before moving the annexation forward.

President Doughty called for a motion and a second to table annexation decision. April R. Jackson motioned and Michele R. Gregory seconded. The vote was 5-0.

- Schumaker Landing Annexation

Mr. White shared that Schumaker Landing Management LLC was seeking an annexation of a 7.58- acre parcel on Schumaker Drive to build five three-story apartment buildings with 132 units. They requested Planned Residential Development (PRD) zoning to allow 20 units per acre, but Mr. White noted that the proposal did not meet PRD requirements and suggested using an existing residential zone or expanding the project. Council requested a full developer presentation at a future work session.

ORDINANCE

- Ordinance - Burton Street Closure

Captain Felts proposed an ordinance to close a 14,047 sq. ft. portion of Burton Street east of Delaware Avenue. He noted it was currently unused for public access and primarily serving the police department. He expressed that the closure was intended to improve safety for employees and secure the area for future police use. He stated that representatives from the adjacent property had no objections. Council reached consensus to move the ordinance forward.

- Correction to Ordinance No. 2883 – Budget Amendment for Truitt Street Community Center Expansion

Ms. Green presented an ordinance to correct a funding error in Ordinance 2883 for the Truitt Street Community Center expansion. She explained that the \$55,325 that was originally allocated from bond interest was not eligible and that the funds would instead be reallocated from the City's general fund interest. Council gave consensus to move forward with the ordinance.

COUNCIL DISCUSSION

- Council Representatives - Boards and Commissions

Council discussed board and commission assignments. Councilmembers Jackson and Blake confirmed a switch on the Youth Development Advisory Board due to work conflicts. Councilwoman Jackson would remain on Wicomico Parks & Recreation but leave the T.R.U.T.H. Committee because of overlapping Wednesday meetings. Ms. Dashiell volunteered to serve on the T.R.U.T.H Committee to fill the vacancy. President Doughty asked to serve as the city representative for the Tri-County Council. Ms. English reviewed all updated assignments.

- Immigration and Nationality Act - 287g Program

Council discussed the Mayor's press release regarding potential cooperation with Wicomico County on the 287(g) program. Concerns were raised about unclear processes and potential public fear caused by the announcement. Council emphasized that the city could not implement 287(g) due to charter limitations, lack of a detention facility, and existing police staffing constraints. The majority of council opposed city involvement, stating the county could handle immigration enforcement and that the city should remain neutral. Councilmembers stressed the importance of clear communication and avoiding public alarm.

- Lot 10 Subrecipient Agreement

Council discussed the revised Lot 10 subrecipient agreement, which largely followed the City's standard template with project- specific clauses and a four-phase disbursement schedule. Legal confirmed discussions with the developer's attorney and city departments, emphasizing that reimbursements required receipts and departmental approval. Council reviewed the schedule, noted procedural differences from typical grants, and asked legal to draft a resolution approving the agreement for the next meeting.

PUBLIC COMMENT (Agenda Items Only)

The following public comments were heard:

- Speaker #1 was not in favor of 287g and encouraged residents to address concerns to the County Executive who oversees such agreements.
- Speaker #2 argued that a local ICE partnership would harm public safety by discouraging immigrant communities from reporting crime.

- Speaker #3 was not in favor of 287g stating that it was not the city's job and harmed public safety.
- Speaker #4 encouraged the city to recognize immigrants' positive contributions.
- Speaker #5 was not in favor of annexing properties before the affordable housing situation was addressed.
- Speaker #6 raised concerns about affordability, density, and funding for Lot 10 without firm developer plans.
- Speaker #7 expressed pride in the City's diversity and was not in favor of 287g.
- Speaker #8 believed affordable housing should have guidelines and asked council to listen to both sides - residents and developers.
- Speaker #9 highlighted the Maryland Folk Festival and was not in favor of 287g
- Speaker #10 was not in favor of 287g and encouraged officials to approach immigration issues with compassion.
- Speaker #11 believed the N. Schumaker annexation should be put on hold until the City's planning commission was assembled.
- Speaker #12 was concerned that the comprehensive plan was not done yet and was not in favor of 287g.
- Speaker #13 believed 287g was profiling and racial.

ADMINISTRATION COMMENTS

Mr. Stevenson mentioned that this would be his last meeting because the new City Administrator would be starting before the next meeting.

Mayor Taylor stated that his motivation for supporting the County with the 287g was for safer streets.

COUNCIL COMMENTS

Ms. Jackson invited the Council to tour Pemberton Apartments to see the poor living conditions, encouraged people to attend the Waterside neighborhood walk and to join City boards and commissions.

Ms. Dashiell highlighted a somber 9/11 memorial, the aviation maintenance tech school ribbon-cutting, and the groundbreaking of a Tidal Health Family Medicine Residency Clinic.

Ms. Gregory thanked everyone who attended and spoke on behalf of the immigrant community and expressed gratitude for outreach regarding her son.

Ms. Blake thanked attendees and city staff for the Folk Festival and suggested learning from Crisfield's housing initiatives, and requested a clear breakdown of the \$9 million infrastructure spending.

President Doughty highlighted a recent bike and pedestrian safety ride and acknowledged Councilwoman Jackson's work on North Prong Park.

ADJOURNMENT

The Work Session adjourned at 8:49 p.m.

City Clerk

Council President



**LEGISLATIVE SESSION
MEETING MINUTES
OCTOBER 6, 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

CALL TO ORDER

The City Council convened in Legislative Session on October 6, 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 then asked everyone to stand for the Pledge of Allegiance.

MOMENT OF SILENCE

In lieu of the invocation, President Doughty called for a moment of silence.

SWEARING IN

President Doughty called forward the Clerk of Court, Bo McAllister, to swear in Mr. Nick Rice as the new City Administrator.

PROCLAMATION

- Mayoral Proclamation - Fire Prevention Week

Mayor Taylor presented the Fire Marshal's office with a proclamation for Fire Prevention Week. Fire Marshal Cramer noted that Fire Prevention Week was every week for the Fire Marshal's office and thanked Council for their continued support.

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. Michele R. Gregory motioned and Angela M. Blake seconded. The vote was 5-0.

AWARD OF BIDS

Procurement Director Michael Lowe presented the Award of Bids.

- Award of Bid

ITB 26-107 Lot 16 Pedestrian Bridge Repairs

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

CONSENT AGENDA

Ms. English presented the Consent Agenda items. The items were as follows:

- Meeting Minutes

May 12, 2025 Work Session Minutes

May 19, 2025 Legislative Session Minutes

May 19, 2025 Work Session Minutes

June 2, 2025 Special Meeting Minutes

June 9, 2025 Legislative Session Minutes

- Manufacturing Exemption - Delmarva Printing & Design(2024)

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

RESOLUTIONS

Presented by Ms. English.

- Salisbury Historic District Commission

Resolution No. 3430 - appointing Harvey Evans to the Historic District Commission for term ending October 2028 Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

- Youth Development Advisory Committee

Resolution No. 3431 - re-appointing Thashana McKinney to the Youth Development Advisory Committee for term ending October 2028 Michele R. Gregory motioned and April R. Jackson seconded. The vote was 5-0.

ORDINANCES

Presented by Ms. Bosche

- Ordinance to add the International Property Maintenance Code to Title 15 of the Salisbury City Code - 2nd reading

Ordinance No. 2956 - amending Title 15 of the Salisbury City Code, entitled "Buildings and Construction" to add the adoption of and reference to the International Property Maintenance Code April R. Jackson motioned and Angela M. Blake seconded. The vote was 5-0.

- Correction to Ordinance No. 2883 - Budget Amendment for Truitt Street Community Center Expansion (1st Reading)

Ordinance No. 2957 - approving a budget amendment to the city's general capital project fund to provide additional funds for the Truitt Street Community Center expansion Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

PUBLIC COMMENT

The following public comments were heard:

- Speaker #1 noted speeding on South Pinehurst and poor road conditions on Russell and North Pinehurst.
- Speaker #2 recommended a fresh, independent planning commission and emphasized prioritizing affordable housing before new developments.
- Speaker #3 stressed that public funds should benefit the public, not private developers.
- Speaker #4 encouraged the city to require developer contributions, support affordable housing, and oppose 287g.
- Speaker #5 recommended that residents research 287g and criticized past development decisions for harming the city financially.
- Speaker #6 expressed concern about rising violence downtown and emphasized the need for community and school-based efforts to prevent crime.

ADJOURNMENT/CONVENE INTO WORK SESSION

The Legislative Session adjourned at 6:32 p.m.



CLOSED SESSION SUMMARY MEETING MINUTES SEPTEMBER 22, 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, Acting City Administrator Tom Stevenson, City Clerk Julie English, Special Counsel Reena Patel

MOTION TO CONVENE IN CLOSED SESSION

The City Council convened in Closed Session on September 22, 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 staff, consultants, or other individuals about pending or potential litigation authorized by the State Government Article, § 3-305(b)(8).

Ms. Dashiell questioned why the session was closed. Mr. Doughty explained that what they would be discussing was potential litigation and that they were being cautious. Ms. English added that having a discussion about litigation in public would give the defendants an advantage. Angela M. Blake motioned and Michele R. Gregory seconded. The vote was 5-0.

DISCUSSION TOPIC

- Updates on Lots 1, 11, and 15 Lawsuits

Ms. Patel reported that the case was moving forward and that the City was preparing for trial and possible settlement discussions.

MOTION TO AJOURN AND RECONVENE IN OPEN SESSION

President Doughty called for a motion and a second to adjourn the Closed Session and reconvene in Open Session. April R. Jackson motioned and Sharon C. Dashiell seconded. The vote was 5-0.

REPORT TO PUBLIC

President Doughty immediately convened in Open Session to provide a report out. He stated that the Closed Session was to consult with staff, consultants, or other individuals about pending or potential litigation authorized by the State Government Article, § 3-305(b)(8). Council discussed potential next steps regarding the Lots 1, 11, and 15 lawsuits.

ADJOURNMENT

The Open Session adjourned at 5:44 p.m.

City Clerk

Council President



WORK SESSION MEETING MINUTES OCTOBER 6, 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 Nick Rice, Director of Housing and Community Development Muir Boda, Finance Director Sandy Green, City Clerk Julie English, City Solicitor Ashley Bosche, Special Counsel Lindsey Rader

CALL TO ORDER

The City Council convened in Work Session on October 6, 2025 at 6:32 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street.

RESOLUTION

- Charter Amendment - Updating the Procurement Department Chain of Command
- Charter Amendment - Clarification of City Administrator, Deputy City Administrator, and Assistant City Administrator Roles

Ms. Bosche explained that under the amendments, the City Administrator, with the Mayor's approval, would determine the City's strategic and operational needs and who reported to the City Administrator or Deputy. The update to City Code §2.12.040 aligned the Director of Infrastructure and Development under the City Administrator as well.

Mayor Taylor clarified the roles of the City Administrator, Deputy, and Assistant, noting the Assistant focused on project-based initiatives. Mr. Swiger outlined the reporting structure and emphasized that the amendment allowed flexibility without repeated Charter changes. Council gave consensus to move forward with both Charter Amendment Resolutions.

- Lot 10 Subrecipient Agreement

Ms. Bosche explained that the subrecipient agreement had not changed since the last session and required the Mayor's approval. The agreement included thresholds for the developer, a reimbursement scheme, and standard default provisions. If a default occurred, the City could withhold payments or terminate the agreement, and a court could require repayment in cases of fraud or breach. Council gave consensus to move forward with the agreement.

- Updating SC5-1 to increase the maximum fines for misdemeanors and municipal infractions

Mr. Boda explained that updating SC5-1 would increase the maximum fines for misdemeanors and municipal infractions. The amendment would simplify the language in the Charter, allowing violations to be punishable by fines, incarceration, or other penalties as permitted by state law. He added that this approach would provide flexibility if state law changed. He noted a broader effort to review and modernize the City Code, updating outdated violations and penalties for clarity and consistency. Council gave consensus to move forward with the resolution.

ORDINANCE

- Authorizing the Issuance of Refunding Bonds for the Villages of Aydelotte Farm Project

Ms. Rader explained that the City had issued special obligation bonds in 2007, restructured them in 2015 as capital appreciation bonds, and that by 2025 Lapis Advisors LP owned all bonds and requested a refunding. A bond ordinance was proposed to authorize up to \$18 million in refunding bonds, payable only from incremental tax revenues and special taxes, with final details delegated to the Mayor. Council discussed risks, and administration noted that bondholders bore default risk while public improvements were already in place. Council gave consensus to move forward with the ordinance.

- Updating the Department of Infrastructure and Development Chain of Command

Ms. Bosche explained that this change was mentioned above with the Charter Amendment Resolutions except this would be a change to the City Code. This change stated that all department heads reported to the City Administrator, who, with the Mayor's approval, could determine the chain of command. Council gave consensus to move forward with the ordinance.

- Ordinance to appropriate lease proceeds for public safety equipment and to change funding source of the property and records department management system

Ms. Green explained that the ordinance amended the General Fund budget to lease \$ 511,660 in equipment, including radios and AEDs, instead of using bonds. She added that lease financing better matched the equipment's useful life and was projected to save \$84,000 in interest. Council gave consensus to move forward with the ordinance.

COUNCIL DISCUSSION

- Potential railing for downtown riverwalk

Council discussed installing a safety railing along the downtown Riverwalk to prevent accidental falls into the water. Ms. Jackson noted past incidents involving pedestrians, seniors, and vulnerable populations, emphasizing the need for public safety. They discussed potential locations, types of fencing that would allow emergency access, insurance considerations, and property ownership or easement issues. The conversation concluded with a consensus to research options, identify city-owned sections, and continue exploring feasible solutions.

- Housing First Program strategy

Council discussed the Housing First program changes. The program was to shift from providing permanent supportive housing to temporary supportive housing, aiming to help more individuals achieve independence and transition to permanent housing. Mr. Boda joined the conversation and

added that current participants would be encouraged to move on within two years, though exceptions would be made for those with disabilities or mental health challenges. Mr. Boda outlined efforts to connect participants with vouchers, appropriate housing, and support services. He explained that funding came from non-CDBG sources, with some reliance on state, federal, and local agencies. Council emphasized prioritizing previous participants if external funding failed and highlighted the importance of restructuring the program to maximize impact while maintaining flexibility for those in greatest need. The next steps included finalizing the program name and structure, getting approval from the Mayor and bringing a presentation back to work session.

PUBLIC COMMENT (Agenda Items Only)

The following public comments were heard:

- Speaker #1 criticized the Lot 10 agreement, calling it unethical because it reimbursed a private developer with state funds despite no city benefit or tax revenue.
- Speaker #2 also criticized developer subsidies, arguing they offered little city benefit and asked that funds be used for affordable housing instead.
- Speaker #3 supported Councilwoman Jackson's railing proposal.
- Speaker #4 echoed Speaker #3 about the Riverwalk and proposed reviewing at a Parks Committee meeting.

ADMINISTRATION COMMENTS

Mr. Rice stated that it had been a whirlwind first day and thanked everyone for coming out for public comments.

Mayor Taylor commented on the recent stabbing, noting that the Maryland State Police were leading the investigation and keeping the city administration informed. He also expressed support for Mr. Rice and looked forward to working with him.

COUNCIL COMMENTS

Ms. Jackson highlighted community events, including a Trunk and Treat and a Senior Citizens Christmas Dinner. She also expressed concern about increased violence in Salisbury, urging the community to prioritize safety.

Ms. Gregory promoted a park cleanup event and welcomed Mr. Rice aboard. She raised safety concerns about a hazardous intersection, requesting an update on a past traffic study and reconsideration of a roundabout.

Ms. Blake welcomed Mr. Rice and asked for an update on the comprehensive plan.

Ms. Dashiell highlighted recent community efforts and resources, including neighborhood walkabouts, a brownfield cleanup project, the new Sheriff's facility, the Salisbury Zoo expansion, the new Breeze Airlines flights, and HOPE - an organization helping residents access essential documents and services.

President Doughty underscored the tour of the new Wicomico Sheriff's Department, Trick-or-Treat Street and the upcoming MML conference.

ADJOURNMENT

The Work Session adjourned at 8:06 p.m.

City Clerk

Council President



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Michael Lowe, Director of Procurement
Date: December 15, 2025
Subject: Award of Bid

ITB A-26-114 Police Safety Systems

- Department: Police
 - Commodity Description: ALPR system expansion and software system expansion
 - Contract- Texas Department of Information Services DIR-CPO-5844
 - Vendor: Flock Safety Systems
 - Cost: \$398,890.00 Year 1
 - GL Account(s): 21021-534302
 - Notes:
 - 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 Texas Department of Information Resources DIR-CPO-5844.

Attachment(s):

[ITB A-26-115 packet attachments.pdf](#)



City of Salisbury

Salisbury Police Department

MEMORANDUM

TO: Michael Lowe, Director of Procurement
FROM: John Felts – Administrative Commander
SUBJECT: Flock Safety Systems
DATE: December 5, 2025

The Salisbury Police Department is undertaking a critical public-safety technology enhancement through the expansion of its camera and Automated License Plate Recognition (ALPR) capabilities. This initiative includes fixed-position ALPR systems, static video cameras, and portable camera technologies. The Department currently deploys mobile ALPR units on select patrol vehicles and maintains a network of static cameras throughout portions of the city. The proposed expansion will build upon these existing systems by adding newer, more robust Flock Safety ALPR and camera technologies that will strengthen community safety, increase situational awareness, and improve investigative outcomes.

This project will enhance the Department's ability to detect and identify vehicles and individuals associated with criminal activity. An expanded network that implements Flock Safety systems will improve real-time alerting, accelerate the development of investigative leads, and provide officers with critical intelligence before potentially high-risk encounters. Portable camera units will also allow the Department to respond proactively to emerging crime trends with flexible, rapid deployment.

This investment utilizes cooperative purchasing contract DIR-CPO-5844, a competitively awarded agreement issued and administered by the Texas Department of Information Resources (DIR). By procuring through DIR-CPO-5844, the Salisbury Police Department ensures compliance with public-sector purchasing requirements, shortens procurement timelines, and benefits from pre-negotiated, competitively bid pricing.

Flock Safety is an awarded vendor under DIR-CPO-5844, enabling the Department to procure the full suite of Flock technologies—including ALPR systems, fixed-position and portable cameras, cloud services, installation, maintenance, and long-term support—through an approved government contract. Leveraging this cooperative contract ensures continued access to vendor resources and technical expertise necessary for the long-term sustainability of the Department's public-safety camera network.

Funding will be available from:

<u>Account Number</u>	<u>Amount</u>
21021-534302	\$398,890.00

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

Respectfully,

Captain John T. Felts
Administrative Commander



699 W. Salisbury Parkway
Salisbury, MD 21801
410-548-3165
www.salisburypd.com



Flock Safety + MD - Salisbury PD

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

MAIN CONTACT:
Taylor Ellison
taylor.ellison@flocksafety.com
7049426362

Quote Number: Q-172463
Expiration Date: 12/05/2025



EXHIBIT A
ORDER FORM

Customer:	MD - Salisbury PD	Initial Term:	36 Months
Legal Entity Name:	MD - Salisbury PD	Renewal Term:	36 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	699 W Salisbury Pkwy Salisbury, Maryland 21801	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$354,090.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	40	Included
Flock Safety Video Products			
Solar Video Camera PTZ, fka Condor	Included	40	Included
Flock Mobile Security Trailer - Subscription	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$520.00	40	\$20,800.00
Video Camera Professional Services - Standard Implementation Fee	\$600.00	40	\$24,000.00
Subtotal Year 1:			\$398,890.00
Annual Recurring Subtotal:			\$354,090.00
Estimated Tax:			\$0.00
Contract Total:			\$1,107,070.00

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

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

- Contract #: DIR-CPO-5844

Billing Schedule

Billing Schedule	Amount (USD)
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Year 1	
At Contract Signing	\$398,890.00
Annual Recurring after Year 1	\$354,090.00
Contract Total	\$1,107,070.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$47,730.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$11,200.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Flock Mobile Security Trailer - Subscription	Mobile Security Trailer package provides the Flock technology to deter crime and capture evidence through: - Blue Deterrence Light - 2 x PTZ Video Camera - 1 360 Degree Multisensor Camera - Audio Talk Down
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Video Camera Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

**TRAILER AS A SERVICE PROGRAM FOR
FLOCK SAFETY MOBILE SECURITY TRAILERS**

WHEREAS, Customer has an interest in employing a public safety device to assist with deterring criminal activity and to assist with certain public safety investigations, to the extent permitted by law;

WHEREAS, Flock Safety offers a mobile security deterrence package to be considered part of the (“**Flock Services**”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Flock agree as follows:

1. GENERAL TERMS OF DELIVERY AND SERVICE.

1.1 Mobile Security Trailer Deterrence Package. By executing this document, the Customer hereby agrees to utilize a mobile security trailer deterrence package, an infrastructure-free public safety solution designed to provide a public safety presence to deter crime while capturing evidence for potential criminal investigation (“**Flock Safety Mobile Security Trailer**”). The Flock Safety Mobile Security Trailer shall include certain agreed-upon trailer hardware (“**Trailer Hardware**”), integrated Flock Hardware, and other key features as listed and agreed upon in the Order Form including access to the FlockOS® software.

1.2 Delivery. The delivery of the Flock Safety Mobile Security Trailer shall be made at the location as specified in the relevant sales order or as otherwise agreed upon in writing by the Parties. (“**Delivery Point**”). Delivery of the Flock Safety Mobile Security Trailer to the agreed-upon Delivery Point shall be entirely at Flock's (as defined below) risk and expense. The sales order shall include the shipping terms, all required business information of the Customer, the shipping address, and if applicable, the shipment address of the certificate of origin related to an order (“**Sales Order**”). If for any reason the Customer fails to accept delivery of the Flock Safety Mobile Security Trailer in accordance with the terms provided in the Sales Order, or if delivery of the Flock Safety Mobile Security Trailer cannot be completed at the Delivery Point within a reasonable time after the delivery date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate instructions, documents, or authorizations: (i) Customer shall bear the risk of loss to the Flock Safety Mobile Security Trailer; and (ii) the Flock Safety Mobile Security Trailer shall be deemed to have been delivered. Once the Flock Safety Mobile Security Trailer is made available at the Delivery Point, Customer is responsible for any resulting use of the Flock Safety Mobile Security Trailer by all Authorized Users and all third parties who may gain access to the same. In the event that Customer disassembles the Flock Safety Mobile Security Trailer for any reason, Flock shall bear no responsibility for reassembly.

1.3 Trailer Hardware. The Parties hereby acknowledge and agree that: **A)** Flock Safety expressly disclaims any implied warranty as to the fitness for a particular purpose and any other warranties, implied or otherwise, related to the Trailer Hardware; **B)** Flock Safety shall maintain full ownership of the Trailer Hardware and the Trailer Hardware shall be subject to the terms and conditions set forth in the Agreement; and **C)** The Customer shall be responsible for providing Flock Safety with prompt written notice requesting warranty claim support within a commercially reasonable amount of time from when the Customer has actual or constructive knowledge of the need for support and/or maintenance; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Trailer Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.4 Flock Hardware. The Parties hereby agree and acknowledge that: **A)** Flock Safety Hardware as listed and agreed upon under the Order Form shall be subject to the terms and conditions set forth in the Agreement; **B)** Flock Safety maintains ownership of all the Flock Hardware; **C)** Flock Safety shall be fully responsible for supporting the hardware and software components related to the Flock Hardware including but not limited to

troubleshooting, warranty claim support, and other related or corresponding activities as set forth in the Agreement; **D)** Customer agrees to immediately notify Flock Safety of any accident or event of loss or damage involving the Flock Hardware; and **E)** any such notification shall include any information as may be pertinent to Flock's investigation of such accident, loss, or damage, or information which Flock may reasonably require.

1.5 Risk of Loss. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of, all Flock Hardware. LOSS OR DAMAGE TO THE FLOCK HARDWARE, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THE AGREEMENT. Customer's obligations with respect to this Section shall commence upon delivery of the Flock Safety Mobile Security Trailer.

2. FLOCK SAFETY FEES. The Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form.

3. TERM. Unless otherwise indicated on the Order Form, the term of this Addendum shall be deemed to have commenced as of the Effective Date of the Agreement and shall continue until terminated as provided under the Agreement (the "**Term**").

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MD - Salisbury PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

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

RECITALS

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

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

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

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

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

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

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

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

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

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

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

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

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

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

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

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

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

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

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

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

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

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

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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

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

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

3. CUSTOMER OBLIGATIONS

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

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

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

4. DATA USE AND LICENSING

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

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

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

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

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

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

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

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

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

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

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

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

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

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

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

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

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

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

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

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

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

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

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

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

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the

chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

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

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

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

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or

commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

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

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

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

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

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

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

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Muir Boda, Director of Housing & Community Development
Date: September 17, 2025
Subject: Updating SC5-1 to increase the maximum fines for misdemeanors and municipal infractions - 1st reading

As part of our ongoing efforts to enhance municipal enforcement, the Maryland Municipal League (MML) and the Code Enforcement and Zoning Officers Association of Maryland (CEZOA) prioritized increasing the maximum allowable criminal fines and municipal infraction penalties from \$1,000 to \$5,000. These initiatives culminated in the enactment of Senate Bill No. 820, which will become effective on October 1, 2025.

This legislation aligns our fines with those of Maryland counties, which previously updated their maximum penalties in a prior legislative session. As a result, municipalities now have greater flexibility to set fines, such as aligning with Wicomico County's littering fine of \$1,500, as Salisbury's current fine for littering is \$1,000. In accordance with this, we plan to propose legislation to increase the municipal littering fine to \$1,500.

Following the establishment of this charter amendment, we will develop and present a comprehensive Fines and Municipal Infractions Schedule for adoption. This schedule will include all municipal infractions and misdemeanors. We will also update relevant sections of the municipal code to reference this schedule explicitly. This schedule will be reviewed and adopted annually during the budget process to promote transparency and administrative efficiency. This approach will ensure consistent updates and provide clarity to citizens and staff when referencing municipal fines and infractions.

Attachment(s):
[CAR2025-3](#)

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A RESOLUTION TO AMEND § SC5-1 OF THE CHARTER OF THE CITY OF SALISBURY TO REFERENCE STATE LAW REGARDING ENFORCEMENT OF MISDEMEANORS AND MUNICIPAL INFRACTIONS, THUS ALLOWING FOR INCREASED PENALTIES FOR SUCH VIOLATIONS.

RECITALS

WHEREAS, the ongoing application, administration, and enforcement of the Salisbury Charter demonstrates a need for its periodic review, evaluation and amendment to keep the provisions of the Charter current; and

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 4-301 *et seq.*, as amended, and § SC21-2 of the Charter to amend the Charter, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality; and

WHEREAS, the Annotated Code of Maryland is amended from time to time; and

WHEREAS, Maryland Senate Bill No. 820 was enacted for the purpose of increasing the maximum amount of criminal fines and fines for municipal infractions that may be imposed by a municipality to enforce certain ordinances and resolutions enacted by the municipality; and

WHEREAS, under Senate Bill No. 820, effective October 1, 2025, fines that can be assessed by municipalities for misdemeanors and municipal infractions, as set forth in Md. Code Ann., Local Gov't §§ 6-101 -102, are increased from \$1,000 per violation to \$5,000 per violation; and

WHEREAS, the City has determined it is in the best interest of its citizens to amend § SC5-1 of the Charter to identify that potential fine amounts will be in accordance with State law, obviating the need to include a specific dollar amount in the Charter, which would require future revision as State law changes; and

WHEREAS, the Mayor and Council have determined that amendments to § SC5-1 of the Charter shall be adopted as set forth herein; and

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

Section 1. It is proposed and recommended that § SC5-1(A)(38) be amended to repeal the language in double bold brackets and add the underscored and italicized language:

§ SC5-1. - Enumeration.

A. The City of Salisbury shall have the power:

...

(38) Enforcement of ordinances and resolutions. To provide that violations of ordinances and resolutions of the city shall be punishable as misdemeanors or municipal infractions, and to provide for punishment thereof by civil remedy, fine, incarceration and/or other penalties as permitted by Maryland law.

[(a) The Council has the power, pursuant to Local Government Article §6-102 of the Annotated Code of Maryland, to provide that violations of ordinances and resolutions of the city shall be punishable as misdemeanors, unless otherwise specified as an infraction. No penalty for such violation shall exceed a fine of one thousand dollars (\$1,000.) and imprisonment for six (6) months or such other limits as may be established by subsequent amendments to Local Government Article §6-102. Any person subject to any fine, forfeiture or penalty has the right of appeal as is provided under the general laws of the State. The Council may provide that, if the violation is of a continuing nature and is persisted in, a conviction for one (1) violation shall not be a bar to conviction for a continuation of the offense subsequent to the first or any succeeding violation.

(b) Municipal infractions.

[1] The Council may provide that violations of any municipal ordinance shall be a municipal infraction unless that violation is declared to be a felony or misdemeanor* by the laws of the state of** other ordinance. For purposes of this section, a municipal infraction is a civil offense.

[2] A fine not to exceed one thousand dollars (\$1000.) may be imposed for each conviction of a municipal infraction. The fine is payable by the offender to the municipality within twenty (20) calendar days of receipt of a citation. Repeat offenders may be assessed a fine not to exceed one thousand dollars (\$1000.) for each repeat offense, and each day a violation continues shall constitute a separate offense.

[3] Any person receiving a citation for an infraction may elect to stand trial for the offense by notifying the city in writing of this intention at least five (5) days prior to the date set for payment of the fine. Failure to pay the fine or give notice of intent to stand trial may result in an additional fine or adjudication by the court.

[4] Adjudication of a municipal infraction is not a criminal conviction for any purpose, nor does it impose any of the civil disabilities ordinarily imposed by a criminal conviction.]]

Section 2. With this proposed Charter amendment, § SC5-1(A)(38) of the Charter would read:

§ SC5-1. - Enumeration.

B. The City of Salisbury shall have the power:

...

(38) Enforcement of ordinances and resolutions. To provide that violations of ordinances and resolutions of the city shall be punishable as misdemeanors or municipal infractions, and to provide for punishment thereof by civil remedy, fine, incarceration and/or other penalty as permitted by Maryland law.

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

Section 3. Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution, providing for the amendment of the City of Salisbury's Charter as set forth herein, shall be and hereby is scheduled for _____, 2026 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.

THIS RESOLUTION was introduced, read, and passed at the regular meeting of the Council of the City of Salisbury held on the ____ day of _____, 2026.

Julie A English,
City Clerk

Angela M. Blake,
Council President



City of Salisbury

Memo

To: Randy Taylor
From: Emily Goebel
Date: December 3, 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:

Name	Term Ending
Kyshir Johnson	December 2028

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

Attachment(s):
[Res3441](#)

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<u>Name</u>	<u>Term Ending</u>
Kyshir Johnson	December 2028

ATTEST:

Angela M. Blake
PRESIDENT, City Council

_____ day of _____, 2025

54



City of Salisbury

Memo

To: Randy Taylor
From: Emily Goebel
Date: December 3, 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:

Name	Term Ending
Khalil Griffin	December 2028

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

Attachment(s):
[Res3442](#)

1 **RESOLUTION NO. 3442**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Youth Development Advisory Committee for the term
5 ending as indicated.
6

<u>Name</u>	<u>Term Ending</u>
Khalil Griffin	December 2028

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11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on December 15, 2025.
13

14 ATTEST:
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17 _____
18 Julie A. English
19 CITY CLERK
20

Angela M. Blake
PRESIDENT, City Council

21
22 APPROVED BY ME THIS
23

24 _____ day of _____, 2025
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26

27 _____
28 Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Randy Taylor
From: Emily Goebel
Date: December 3, 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:

Name	Term Ending
Karen Earp	December 2028

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

Attachment(s):
[Res3443](#)

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<u>Name</u>	<u>Term Ending</u>
Karen Earp	December 2028

ATTEST:

Angela M. Blake
PRESIDENT, City Council

_____ day of _____, 2025

58



City of Salisbury

Memo

To: Randy Taylor
From: Emily Goebel
Date: December 4, 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:

Name	Term Ending
Robert Kimber	December 2027

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

Attachment(s):
[Res3444](#)

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<u>Name</u>	<u>Term Ending</u>
Robert Kimber	December 2027

ATTEST:

Angela M. Blake
PRESIDENT, City Council

_____ day of _____, 2025

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: City Council
From: Meg Caton, Human Resources and City Administration
Date: November 14, 2025
Subject: Labor Code Amendment- 2nd Reading

This ordinance presents proposed amendments to Chapter 2.25 of the Salisbury City Code (“Labor Code”) for the Council’s review. The updates aim to modernize the City’s labor provisions, clarify the collective bargaining process, and better align the ordinance with current operational needs. The proposal focuses on adjusting the bargaining timeline.

Attachment(s):
[Ord2966](#)

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ORDINANCE NO. 2966

**AN ORDINANCE OF THE CITY OF SALISBURY AMENDING
CHAPTER 2.25 OF THE SALISBURY CITY CODE ENTITLED
“LABOR CODE” TO BETTER DEFINE “EMPLOYEE” AND TO
CHANGE THE TIMELINE FOR BARGAINING.**

WHEREAS, by Ordinance No. 2817, the City of Salisbury amended the City Code to add Chapter 2.25, entitled “Labor Code,” in furtherance of Article XXIII of the City Charter, which grants certain employees the right to organize and bargain collectively through representative employee organizations; and

WHEREAS, since the passage of the City’s Labor Code in 2023, the City has recognized an exclusive representative for each of the representation units (fire, police, and general government); and

WHEREAS, the City negotiated with each of the exclusive representatives and entered into and ratified Collective Bargaining Agreements with each covering the time period from July 1, 2024 through June 30, 2026; and

WHEREAS, the City has learned from the negotiation process that the definition of “employee” and the timeline for bargaining should be amended; and

WHEREAS, Mayor and Council may amend Chapter 2.25 of the Salisbury City Code pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter; and

WHEREAS, the Mayor and Council have determined that the amendments to Chapter 2.25 of the Salisbury City Code shall be adopted as set forth herein.

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

Section 1. Chapter 2.25 of the Salisbury City Code, entitled “Labor Code,” is amended by adding the bolded and underlined language and removing the strikethrough text as follows:

2.25.010 Title and Legislative Findings.

(a) *Title of Chapter.* This Chapter shall be referred to as the City’s “Labor Code.”

(b) *Legislative findings.* It is the public policy of the City and the purpose of this Labor Code to promote a fair, harmonious, peaceful and cooperative relationship between the management of the City and those employees of the City who are covered by this Labor Code, and to ensure the public health, welfare and safety of the City will be maintained at all times.

2.25.020 Definitions.

For the purposes of this Labor Code, the following words and phrases shall have the meanings respectively ascribed to them:

- 50 (a) *Budget submission date*. "Budget submission date" means the date not later than 60 days before
51 the end of the fiscal year on which the Mayor submits to the City Council the proposed City
52 budget for the following fiscal year.
- 53
- 54 (b) *City administration*. "City administration" means the Mayor, the City Administrator, Deputy City
55 Administrator and all department and deputy department heads or their designees.
- 56
- 57 (c) *Confidential employee*. "Confidential employee" means an employee who:
- 58
- 59 1. Has access to confidential information, including budgetary and fiscal data, subject to use by
60 the City administration in collective bargaining; or
- 61
- 62 2. Works in a close and continuing confidential relationship assisting or aiding the City
63 administration.
- 64
- 65 (d) *Employee*.
- 66
- 67 1. "Employee" means a person employed by the City full-time or **regular** part-time, who is not
68 a confidential employee or management employee as defined by this Labor Code.
- 69
- 70 2. "Employee" does not include any seasonal employees.
- 71
- 72 (e) *Employee organization*.
- 73
- 74 1. "Employee organization" means an association, labor organization, federation, council, or
75 brotherhood, a purpose of which is to represent employees of a public employer in matters
76 authorized by Article XXIII of the City's Charter and this Labor Code.
- 77
- 78 2. "Employee organization" does not include an association, labor organization, federation,
79 council, or brotherhood, that discriminates with regard to the terms or conditions of
80 membership because of race, color, creed, sex, age, national origin, political affiliation,
81 religion, marital status, sexual orientation, gender identity, genetic information, disability, or
82 any other protected class.
- 83
- 84 (f) *Employer*. "Employer" means the City of Salisbury, Maryland body corporate.
- 85
- 86 (g) *Exclusive representative*. "Exclusive representative" means an employee organization that is
87 certified as the exclusive negotiating agent for employees within a representation unit.
- 88
- 89 (h) *Impasse*. "Impasse" means the failure of the employer and the exclusive representative to reach
90 a collective bargaining agreement despite good faith efforts to do so.
- 91
- 92 (i) *Grievance*. "Grievance" is a complaint as defined by the City's Employee Handbook.
- 93
- 94 (j) *Management employee*. "Management employee" means an employee who has a significant role
95 in the preparation and administration of budgets for a City Department and may reasonably be
96 required to assist directly in the preparation for and conduct of collective bargaining negotiations
97 on behalf of the City administration or have a significant role in the administration of collective
98 bargaining agreements. This includes having the authority to exercise independent judgement in

the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, or discipline other employees, or having the responsibility to adjust their grievance, or effectively to recommend such action, if it is not of a routine or clerical nature but requires the use of independent judgement.

For purposes of this Labor Code, an employee holding the rank of Captain or below within the Fire Department and rank of Lieutenant or below within the Police Department is not a "management employee."

(k) *Collective bargaining agreement.* "Collective bargaining agreement" means a written collective bargaining agreement signed by the Mayor and the exclusive representative, covering all items agreed to by both parties and ratified by City Council.

(l) *Representation unit.* "Representation unit" means a grouping of positions in the City recognized as appropriate for representation by an employee organization into a unit described under this Labor Code for the purpose of representation in negotiations.

(m) *Third-party agency.* "Third-party agency" means an independent agency like the American Arbitration Association, Federal Mediation Conciliation Service, or JAMS, all of which offer panels of qualified labor arbitrators.

2.25.030 Director of Human Resources.

(a) *General.* The Director of Human Resources shall carry out certain duties and functions of this Labor Code and, to ensure impartiality, shall refer certain duties and functions to a third-party agency, including supervising the conduct of representation elections and granting or revoking certification of employee organizations as the exclusive representative.

(b) *Authority.* The Director of Human Resources shall be charged with the administration of the Labor Code and is authorized and empowered to make any rules and regulations as may be necessary or proper to put into operation and effect the provisions of this Labor Code.

2.25.040 Management and Confidential Employees.

(a) *Exclusion from collective bargaining.* All management and confidential employees are excluded from participation in a representation unit, and thus prohibited from engagement in collective bargaining.

(b) *Authority to meet with the City administration.* Nothing in this Labor Code may be construed to preclude management and confidential employees from meeting and conferring with the City administration.

2.25.050 Representation Units.

(a) *Exception.* This section does not apply to confidential or management employees.

(b) *In general*. Employees who are not confidential or management employees shall constitute the following separate representation units:

1. Fire;
2. Police; or
3. General Government.

2.25.060 Employee rights.

- (a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing as provided by Article XXIII of the Charter and this Labor Code. Employees shall also have the right to refrain from any or all such activities.
- (b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this Labor Code.
- (c) Nothing in this Labor Code shall prohibit an employee from presenting, discussing or resolving any concern or dispute directly with the employer and without the intervention of the exclusive representative, provided any adjustment or resolution shall not be inconsistent with the terms of any applicable collective bargaining agreement.

2.25.070 Employer rights.

- (a) The employer shall have the following rights:
 1. To determine the budget of the City, including all financial obligations and expenditures, and to exercise its taxing authority;
 2. To determine the ways and means to allocate funds to its various departments and projects;
 3. To exercise control and discretion over its organization and operations;
 4. To determine how and when to deploy its personnel;
 5. To establish, suspend, relocate or discontinue operations, facilities, stations, or services and to reduce personnel;
 6. To determine the way personnel will be used to ensure public safety;

7. To adopt reasonable rules, regulations and general orders pertaining to the City's purpose, operation, techniques, efficiency and management which are not inconsistent with the terms of the collective bargaining agreement;
 8. To determine staffing, including, but not limited to, the use of full and part-time employees and the number of such employees;
 9. To suspend, demote, discharge or take disciplinary action against employees for just cause, and, in the case of sworn police officers, to do so subject to the provisions of the Maryland Police Accountability Act; and
 10. To discharge employees it reasonably believes to be involved in a strike, and, in the case of sworn police officers, to do so subject to the provisions of the Maryland Police Accountability Act.
- (b) The employer shall not enter into or become bound by any collective bargaining agreement pursuant to this Labor Code that contains terms that infringe upon or limit the rights set forth in this Labor Code or otherwise provided by law.

2.25.080 Collective bargaining.

- (a) *Bargaining in good faith.* Upon certification of an employee organization as the exclusive representative, the employer and the exclusive representative shall have the duty, through their designated representatives, to negotiate collectively and in good faith with respect to the subjects of bargaining enumerated in this Labor Code and to reduce to writing the matters agreed upon as a result of such negotiations.
- (b) *Negotiations deferred.*
1. If an employee organization is certified after March 1 of any fiscal year, negotiations shall be deferred until the appropriate time in the budget preparation process in the following fiscal year.
- (c) *Employer/employee organization representative.*
1. The employer shall appoint the employer's representative or representatives for the purpose of conducting any bargaining with the exclusive representative of a representation unit.
 2. The exclusive representative of a representation unit shall appoint a representative or representatives for the purpose of conducting any bargaining with the employer.
- (d) *Subjects of bargaining.* The employer and exclusive representative may bargain collectively and reach agreement on the following subjects of bargaining:

1. Wages;
2. Hours; and
3. Other terms and conditions of employment, but excluding health insurance benefits.

(e) *Scope of bargaining.* The employer and the exclusive representative shall not be required to bargain any subject that is not specifically enumerated in this section or that infringes upon any of the employer rights enumerated in this Labor Code.

(f) *Duration of collective bargaining agreement.* The employer shall not enter into, or be bound by, any collective bargaining agreement that is in effective for ~~less than two years~~ or longer than three years.

2.25.090 Representation.

(a) *Certification of representative.* No collective bargaining agreement shall be valid or enforceable unless it is between the employer and an employee organization that is certified as the exclusive bargaining representative for employees in the bargaining unit.

(b) *Majority of employees.* Certification of an employee organization shall only occur if the employee organization has been selected or designated by a majority of employees in the bargaining unit.

(c) *Procedure.*

1. *Certification election.* An employee organization seeking exclusive representative status for employees in the representation unit shall file a petition with the Director of Human Resources accompanied by evidence that at least thirty (30) percent of the employees in the representation unit have designated the employee organization as their exclusive representative. Within thirty (30) days of filing a petition for certification, the Director of Human Resources shall retain a third party agency to conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees voting in the election designate the petitioning employee organization as their exclusive representative, then the thirty-party agency shall certify the employee organization as the exclusive representative and the Director of Human Resources shall authorize the employer to bargain collectively as provided for in this Chapter.

2. *Voluntary recognition.* In the event a petition filed by an employee organization is accompanied by valid evidence that more than fifty (50) percent of the employees in the representation unit have designated the employee organization as their exclusive representative for purposes of collective bargaining, as determined by the Federal Mediation and Conciliation Service or a like third-party agency pursuant to its rules, the Director of Human Resources shall voluntarily recognize the employee organization without first conducting a certification election. Upon voluntary

recognition pursuant to this section, the Director of Human Resources shall certify the employee organization as the exclusive representative and shall authorize the employer to bargain collectively as provided for in this Chapter.

3. *Decertification election.* Any employee seeking to terminate the certification of an employee organization as the exclusive representative of employees in the representation unit may file a petition with the Director of Human Resources accompanied by evidence that at least thirty (30) percent of the employees in the representation unit have expressed their desire to remove the employee organization as their exclusive representative. Within thirty (30) days of the filing of a petition for decertification, the Director of Human Resources shall retain a third party to conduct a secret ballot election. If the results of the secret ballot election establish that a majority of those employees in the representation unit no longer wish to have the employee organization as their exclusive representative, then the third-party agency shall decertify the employee organization as the exclusive representative of the employees in the petitioned-for unit. The decertification of an employee organization does not void or moot any agreement currently then in effect.

4. No election under this section may be conducted more frequently than once every twenty-four (24) months.

2.25.100 Unfair labor practices.

(a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer to engage in the following conduct:

1. Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this Labor Code;
2. Encourage or discourage membership in any employee organization;
3. Fail or refuse to negotiate in good faith with an exclusive representative;
4. Retaliate against an employee because of that employee's exercise of rights guaranteed under this Labor Code; or
5. Control or dominate an employee organization or contribute financial or other support to it.

(b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an employee organization by and through its officers, agents and representatives to engage in the following conduct:

1. Interfere with, restrain or coerce employees in the exercise of their rights guaranteed under this Labor Code;

2. Induce the employer or its representatives to commit any unfair labor practice;
3. Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support, direct or engage in any strike;
4. Fail or refuse to negotiate in good faith with the employer; or
5. Retaliate against an employee because of that employee's exercise of rights guaranteed under this Labor Code.

2.25.110 Checkoff.

- (a) *Dues checkoff.* When an employee organization has been certified as the exclusive representative of the employees in the bargaining unit, it shall be the only employee organization eligible to obtain an agreement from the employer to deduct dues or service fees of the employee organization from the pay of those employees in the unit who provide a written, signed and dated authorization, and to remit said dues to the employee organization without cost. All authorizations shall be in effect for one (1) year and shall be automatically renewable from year to year unless written notice of termination by the employee is received by the Director of Human Resources. An employee may terminate an authorization at any time by giving thirty-days written notice to the Director of Human Resources.
- (b) *Indemnification.* The employer shall not have the authority to enter into a collective bargaining agreement that authorizes the deduction of dues from pay unless the agreement contains a provision whereby the employee organization agrees to indemnify the employer for any and all claims arising out of the deduction of dues and/or fees pursuant to this section.
- (c) *No compulsory union membership.* No agreement between the employer and an employee organization shall compel any employee to become and remain a member of the employee organization and/or pay dues.

2.25.120 Permissible union activities.

Solicitation of members and dues may be conducted during work hours provided it is not disruptive to work. Employer-requested or approved consultations and meetings between the employer and representatives of the exclusive representative shall, whenever practicable, be conducted on official time. Negotiations between the employer and representatives of the exclusive representative for the purpose of negotiating a collective bargaining agreement shall be conducted during work hours.

2.25.130 Work actions prohibited.

377
378 (a) *Definitions.* In this section, the following words have the meanings indicated.
379

- 380 1. "Lockout" means the temporary withholding of work, by means of shutting down an
381 operation or function in order to bring pressure on employees or on their representatives
382 to accept a change in compensation or rights, privileges, obligations, or other terms and
383 conditions of employment.
384
385 2. "Strike" means the refusal or failure by an employee or group of employees to perform
386 their duties of employment as assigned if a purpose of the refusal or failure is to induce,
387 force, or require the City to act or refrain from acting with regard to any matter.
388
389 3. "Work stoppage" means: (i) The willful absence of a group of employees from their
390 positions; (ii) The engaging in a slow-down by employees; or (iii) The refusal of
391 employees to perform job duties.
392

393 (b) *In general.* Strikes, work stoppages, and lockouts are prohibited.
394

395 (c) *Prohibited employee actions.* Employees and employee organizations may not engage in,
396 sponsor, initiate, support, direct, or condone a strike or work stoppage.
397

398 (d) *Penalty for violation – Employee organization.* If an employee organization violates this
399 section, the City Administrator shall submit the matter to arbitration for the arbitrator to
400 determine the penalty, which can include revoking the employee organization's designation
401 as exclusive representative or disqualifying the employee organization from participating
402 in representation elections for a period of up to two years.
403

404 (e) *Penalty for violation - Employee.* An employee who violates this section is subject to
405 immediate disciplinary action, which may include termination of employment.
406

407 (f) *Lockouts prohibited.* The City may not direct a lockout against employees.
408
409

410 **2.25.140 Timeline of collective bargaining and impasse.** 411

412 (a) *Timeline.* Regardless of the date upon which certification is issued to the employee
413 organization, negotiations shall be held between ~~October 1~~ **January 15** and ~~January~~ **March**
414 **15**. Any collective bargaining agreement reached as a result of any such negotiations shall
415 be presented to the City Council for ratification no later than ~~April~~ **May** 15 and, if ratified
416 by Council, shall become effective July 1.
417

418 (b) *Impasse procedure.* If no understanding has been reached between the employer and
419 exclusive representative by ~~January~~ **March** 15, it shall be deemed that an impasse has been
420 reached, at which time the matters in dispute may be submitted to arbitration and the parties
421 shall follow the arbitration procedures set forth in this Chapter.
422

423
424 **2.25.150 Arbitration.**
425

- 426 (a) *Matters subject to arbitration.* The employer, exclusive representative, or employee may
427 submit to arbitration any alleged unfair labor practice, dispute regarding the application or
428 interpretation of a collective bargaining agreement, or an impasse.
429
- 430 (b) *Matters not subject to arbitration.* No grievance as defined by the City Employee
431 Handbook shall be submitted to arbitration. Rather, all grievances shall follow the
432 procedures set forth in the City's Employee Handbook, although an employee within a
433 representation unit may elect to have representation from his/her exclusive representative
434 at all steps in the grievance process.
435
- 436 (c) *Mediation.* Before any dispute subject to arbitration proceeds to arbitration, the parties
437 may mutually agree to first submit the dispute to mediation.
438
- 439 (d) *Arbitrator selection.* The arbitrator shall be chosen by mutual agreement of the parties. If
440 the parties are unable to agree, the parties, shall ask the American Arbitration Association,
441 Federal Mediation Conciliation Service, or JAMS to provide a list of five arbitrators from
442 Maryland, who are familiar with public labor issues. Within seven days after receipt of the
443 list, the parties shall alternately strike names and keep track of the order of the strikes. The
444 party striking first shall be agreed to or determined by a coin toss. The last arbitrator
445 remaining shall be arbitrator for that fiscal year.
446
- 447 (e) *Powers and duties of arbitrator.* The arbitrator may:
448
- 449 1. Convene and adjourn a hearing;
 - 450
 - 451 2. Administer oaths;
 - 452
 - 453 3. Call and examine witnesses;
 - 454
 - 455 4. Issue subpoenas to compel the presence of witnesses and the production of documents;
 - 456
 - 457 5. Hear the evidence; and
 - 458
 - 459 6. Issue a final and binding decision.
460
- 461 (f) *Hearings.* Arbitration hearings shall be conducted in Salisbury, Maryland unless otherwise
462 agreed in writing by the parties. The arbitrator shall designate a time and place for the
463 hearing and notify the parties not less than 20 days before the hearing.
464
- 465 (g) *Rights at hearing.* At the arbitration hearing, each party has the right to be heard, to present
466 evidence material to the controversy, and to examine and cross-examine witnesses.
467 Arbitrators are not bound by the technical rules of evidence.
468

- 469 (h) *Time Limits.* Unless otherwise agreed by the parties, each party has up to eight hours to
470 present its/his/her case to the arbitrator so that the arbitration shall conclude within two
471 days.
472
- 473 (i) *Written decision.* The arbitrator shall make findings of fact and shall issue a written
474 decision within 30 days after declaring the record closed, unless the parties otherwise agree
475 in writing.
476
- 477 (j) *Consideration of pertinent factors by arbitrator.* In making findings, the arbitrator shall
478 take into consideration all pertinent factors, including, but not limited to:
479
- 480 1. Wages and all other benefits of employment of other similarly situated local
481 government employees;
482
 - 483 2. The value of all benefits available to or received by City employees as compared with
484 private sector employees on the Delmarva Peninsula;
485
 - 486 3. Cost-of-living information;
487
 - 488 4. The availability of funds; and
489
 - 490 5. Any agreement reached between the employer and any other City representation unit.
491
- 492 (k) *Costs shared.* Each party shall bear its own expenses in connection with the arbitration
493 proceedings. The parties shall share equally the fees and expenses of the arbitrator.
494
495

496 **2.25.160 Review of collective bargaining agreement.**

497

498 The City Council shall vote on the ratification of any collective bargaining agreement. Prior to
499 voting on the ratification of any collective bargaining agreement, the Director of Finance shall
500 submit to the City Council a fiscal impact note addressing, at a minimum, the annual cost of the
501 contract to the City, the increase or decrease in costs compared to the current or preceding contract,
502 and how the costs of the agreement are to be funded.
503

504 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE**
505 **CITY OF SALISBURY, MARYLAND,** as follows:
506

507 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each
508 provision of this Ordinance shall be deemed independent of all other provisions herein.
509

510 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that
511 if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged
512 invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law,
513 such adjudication shall apply only to the section, paragraph, subsection, clause or provision so

514 adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and
515 enforceable.

516
517 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the
518 Ordinance as if such recitals were specifically set forth at length in this Section 4.

519
520 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.

521
522 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of
523 the City of Salisbury held on the 8 day of December, 2025 and thereafter, a statement of the
524 substance of the Ordinance having been published as required by law, in the meantime, was finally
525 passed by the Council of the City of Salisbury on the 15 day of December, 2025.

526
527
528 **ATTEST:**

529
530
531 _____
532 **Julie A. English, City Clerk**

Angela M. Blake, City Council President

533
534
535 Approved by me, this _____ day of _____, 2025.

536
537
538 _____
539 **Randolph J. Taylor, Mayor**



City of Salisbury

Memo

To: Nick Rice, City Administrator
From: Travis Huff, Project Engineer - Nick Voitiuc, Director
Date: December 5, 2025
Subject: The North Prong Park Project - 2nd Reading

North Prong Park is the planned redevelopment of abandoned industrial sites into a green space for recreation, exercise, and flood mitigation. The park will be located between Lake Street and the west side of the Wicomico River's North Prong. The future park entails multiple properties owned by the City that will require varying amounts of environmental remediation and improvements.

On June 1, 2025, the Maryland House Bill 1519E for Prior Authorizations of State Debt - Alterations was passed, earmarking \$500,000 to the City of Salisbury for the North Prong Park Project from the Department of Natural Resources (DNR) Local Parks and Playgrounds Infrastructure (LPPI) Grant Program. The City submitted the Development Application and supporting documents to DNR detailing how the funds will be utilized on August 26, 2025. On October 22, 2025 the application was approved by Maryland's Board of Public Works and the approval letter sent to the City.

The \$500,000 funding is allocated towards environmental assessment and remediation, demolition, and site improvements at the property and will help develop it into a great asset for the City.

Attachment(s):

[2025.08.05 Project Consistency Letter.pdf](#)

[BPW Item 8A LPPI-22-5.pdf](#)

[FY23 LPPI Development Project Application updated w CRAB \(003\) NV.pdf](#)

[LPPI-22-5 BPW Approval.pdf](#)

[Ord2967](#)



August 5, 2025

Local Planning Agency Approval and Infrastructure Review
Re: North Prong Park Project – 313-317 Lake Street

To Whom it May Concern,

This is to certify that the proposed development of 313-317 Lake Street as part of the North Prong Park Project is consistent with the Salisbury Comprehensive Plan adopted by the city on July 12, 2010.

The objectives stated in the City Comprehensive Plan pertain to the overall expansion of the city facilities for the benefit of residents. The site remediation will reduce stormwater runoff and mitigate flooding. It is consistent with the implementation strategy to provide a system of green corridors for recreational use. In addition, the 2022 Wicomico County Land Preservation, Parks, and Recreation Plan adopted by the county on July 5, 2022 includes specific city comments regarding the creation of North Prong Park, identifying it as a high priority project.

The project is consistent with the overall goals and objectives of the city's Comprehensive Plan and doesn't require major public works.

If you have any further questions please feel free to contact me.

Respectfully,

Betsy Jackson, AICP
City Planner
bjackson@salisbury.md

Board of Public Works
Department of Natural Resources – Real Property
Supplement
October 22, 2025



DNR 8

Contact: Emily Wilson 410-260-8436
emilyh.wilson@maryland.gov

8A. **LOCAL PARKS AND PLAYGROUNDS INFRASTRUCTURE**
Wicomico County

Recommendation: Approval to commit \$500,000 for the following **development** project.

North Prong Park Development – \$500,000

City of Salisbury

LPPI# LPPI-22-5

Background: Plan and develop a new park with paved trails and parking lot, shoreline remediation, and associated site amenities on Lake Street. Project also includes new playground equipment and safety surfacing consistent with National Playground Safety Standards and the Americans with Disabilities Act.

Fund Source: Maryland Consolidated Capital Bond Loan 2022, Chapter 344, Acts of 2022
Local Parks and Playgrounds Infrastructure
Source Code: 22116 \$500,000.00

BOARD OF PUBLIC WORKS

THIS ITEM WAS:

APPROVED

DISAPPROVED

DEFERRED

WITHDRAWN

WITH DISCUSSION

WITHOUT DISCUSSION

Maryland Department of Natural Resources

FY 2023 - Local Parks and Playgrounds Infrastructure

Development Application and Project Agreement

PROJECT #

(DNR Use Only)

1. PROJECT INFORMATION: Please fill out all sections of the form completely unless otherwise indicated.

PARK NAME North Prong Park

PROJECT NAME North Prong Project

2. PROJECT LOCATION: Please identify all applicable parcels.

Street Address: 313,315, 317, 325 Lake Street

MD Legislative District 37A

City/Town Salisbury

County WI

Zip Code 21801

County Tax Map See Attached

Grid

See Attached

Parcel

See Attached

Lot

See Attached

SDAT Account Identifier See Attached

District-Subdivision-Account Number or Ward-Section-Block-Lot (as applicable)

3. PROJECT DETAILS:

Is this project located within a Coast Smart Climate Ready Action Boundary?

<https://mdfloodmaps.net/CRAB/> (If 'Yes', please answer the following)

Yes X No

a. Is the total cost of this project \$500,000 or greater?

Yes X No

b. Does this project include a structure? For the Coast Smart Construction Program, a "structure" is defined as a walled or roofed building; a manufactured home; or a gas or liquid storage tank that is principally above ground.

Yes No X

c. If this project is located within a Coast Smart Climate Ready Action Boundary, is \$500,000 or greater, and includes a structure, it may be subject to the Coast Smart Siting and Design Criteria. Please review the Coast Smart Construction Program document, and fill out and submit with your application the Coast Smart Project Screening Form in Appendix A: <https://dnr.maryland.gov/climateresilience/Documents/2020-Coast-Smart-Program-Documents-FINAL.pdf>. Note that this form is still required even if the project qualifies for a categorical exemption.

d. A waiver may be requested from one or more of the specific Siting or Design Criteria. To request a Waiver Consideration, please fill out and submit with your application the Coast Smart Criteria Waiver Form in Appendix B of the Coast Smart Construction Program document:

<https://dnr.maryland.gov/climateresilience/Documents/2020-Coast-Smart-Program-Documents-FINAL.pdf>

e. Please acknowledge that the project will meet any Coast Smart Siting and Design Criteria, as applicable.

Initial
Here

4. PROJECT DESCRIPTION: Please provide a description of the proposed project and how it is eligible for this funding (design, construct and capital equip indoor and outdoor park infrastructure and other capital-eligible projects that enhance recreational amenities). Provide all of the information that you feel is necessary to explain and justify the project. Attach a separate sheet, if necessary.

North Prong Park is the planned redevelopment of abandoned industrial sites along the Wicomico River's North Prong into a green space for recreation, exercise, and flood mitigation. An early portion of the Project is underway in the form of remediation of the properties at 317 and 325 Lake Street with an installation of a soil cap, funded by the EPA Brownfield Grant program. The City also recently acquired the adjacent 313 and 315 Lake Street properties. The LPPI funding provided will allow the City of Salisbury to hire contractors to perform assessments, remediate the properties, demolish existing structures, install playground equipment, pave trails and parking lot, and add other park improvements and amenities. Other park improvements and amenities would include items like picnic tables, landscaping, signage, and any other improvement not encompassed in the provided list.

5. PUBLIC ACCESS: No amount of these funds shall be used for projects that are inaccessible to the general public. Please describe the general public access that will be available for this project and note any restrictions or limitations.

The North Prong Park will be an open-air park available to the public at all times. No restrictions to access will exist.

6. PROJECT PERIOD: From: Date of Letter of Acknowledgement or Letter of Concurrence (DNR Use Only)

To: 9/1/2030 Estimated Date of Completion (Must be filled in by Applicant)

Please provide a provide a proposed development schedule:

Design Start Date (if applicable)	<u>9/1/2025</u>	Design End Date	<u>9/1/2027</u>
Construction Start Date	<u>9/1/2025</u>	Construction End Date	<u>9/1/2030</u>

7. ITEMIZED DETAILED COST ESTIMATE: Round to the nearest dollar.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED COST
1	Demolition of Existing Structures	\$45,000
2	Consultation and Engineering Fees	\$50,000
3	Paved Trail and Parking Lot Installation	\$95,000
4	Playground Equipment	\$180,000
5	Remediation	\$40,000
6	Other Park Improvements and Amenities	\$90,000
TOTAL DEVELOPMENT COSTS:		\$500,000

8. PROJECT FUNDING:

LPPI FUNDS REQUESTED:	\$ <u>500,000</u>	<u>22</u> %	
PRIOR FUNDS APPROVED:	\$ <u> </u>	<u> </u> %	(Specify Source/Type) <u> </u>
LOCAL FUNDS:	\$ <u> </u>	<u> </u> %	
OTHER FUNDS:	\$ <u>\$1,791,543</u>	<u>78</u> %	(Specify Source/Type) <u>EPA Brownfields Grant</u>
TOTAL PROJECT COST:	\$ <u>\$2,291,543</u>	<u>100</u> %	

9. APPLICANT INFORMATION: Note that the Applicant is also the County, Municipality, or certain nonprofit organizations that will be receiving the funding at reimbursement.

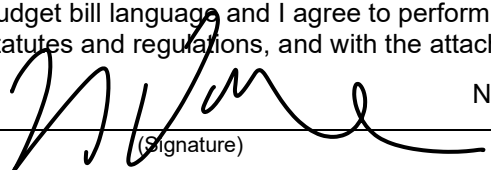
APPLICANT City of Salisbury APPLICANT'S FEDERAL ID # 52-6000806

10. LOCAL PROJECT COORDINATOR:

Travis Huff	Project Engineer	Infrastructure and Development	City of Salisbury
(Print Name)	(Title)	(Department)	(Organization)
125 N. Division Street		Salisbury	MD 21801
(Mailing Address)		(City)	(State) (Zip)
(410)-548-3170	(443)-669-4780	Thuff@Salisbury.md	
(Phone Number)	(Mobile Number)	(Email Address)	

11. LOCAL GOVERNMENT OR CERTAIN NONPROFIT ORGANIZATION AUTHORIZATION:

As the authorized representative of this Political Subdivision or certain nonprofit organization, I have read the budget bill language and I agree to perform all work in accordance with all applicable Local, State and Federal statutes and regulations, and with the attachments included herewith and made a part thereof.

	Nicholas Voitiuc	Director / Department of Infrastructure and Development	9/3/2025
(Signature)	(Print Name)	(Title/Organization)	(Date)

PROGRAM ADMINISTRATIVE REVIEW: (DNR Use Only)

ON-SITE INSPECTION: DATE _____ BY _____

DEPARTMENT OF NATURAL RESOURCES – PROGRAM OPEN SPACE APPROVAL:

(Signature)

(BPW Approval Date)

(BPW Agenda Item Number)

Attachment 1: Project Location (from Section 2 above)

Address	County Tax Map	Grid	Parcel	Tax Account ID (From SDAT)	Lot	Legislative District
313 Lake Street	0106	0011	1627	2309055541	1	37A
315 Lake Street	0106	0011	1627	2309055576	2	37A
317 Lake Street	0106	0011	1626	2309039732	8,9	37A
325 Lake Street	0106	0011	1625	2309047409	7	37A



Wes Moore, Governor
Aruna Miller, Lt. Governor
Josh Kurtz, Secretary
David Goshorn, Deputy Secretary

October 22, 2025

Via Electronic Delivery to

Mr. Travis Huff
Project Engineer
Infrastructure and Development
City of Salisbury
125 N. Division St
Salisbury, MD 21801
thuff@salisbury.md

RE: LPPI-22-5, North Prong Park
City of Salisbury, Wicomico County

Dear Mr. Huff:

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Local Parks and Playgrounds Infrastructure (LPPI) funds for the above referenced project. A copy of the agenda item is attached for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Local Grants Administrator with whom they have been working so that arrangements can be made to coordinate reimbursement.

Thank you for your interest in improving the quality of our parks and recreation for the citizens of Maryland. It is a pleasure to be able to provide these funds and to assist you with this important project. If I may be of further assistance, please do not hesitate to contact me at 443-534-8255.

Sincerely,

Carrie R. Lhotsky
Grants and Stewardship Manager
carrie.lhotsky@maryland.gov

Attachment

cc: Steven Miller, Director, smiller@wicomicocounty.org
Michael McQuarrie, Local Grants Administrator, Michael.mcquarrie@maryland.gov

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ORDINANCE NO. 2967

**AN ORDINANCE OF THE CITY OF SALISBURY TO ACCEPT FUNDS
AWARDED BY THE DEPARTMENT OF NATURAL RESOURCES LOCAL
PARKS AND PLAYGROUNDS INFRASTRUCTURE GRANTS PROGRAM FOR
THE CITY OF SALISBURY'S NORTH PRONG PARK PROJECT.**

WHEREAS, the City of Salisbury has been awarded grant funds in the amount of \$500,000 from the Department of Natural Resources Local Parks and Playgrounds Infrastructure ("LPPI") Program; and

WHEREAS, the funds awarded by the Department of Natural Resources LPPI Program, as a result of a grant application, will directly benefit the City of Salisbury's North Prong Park project; and

WHEREAS, the City of Salisbury Department of Infrastructure & Development requests that these funds in the amount of \$500,000.00 be placed in the Grant Fund to provide funding for redevelopment of the North Prong; and

WHEREAS, the appropriations necessary to execute the purpose of the aforementioned grant 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. The City of Salisbury's Grant Fund be and is hereby amended as follows:

- 1) Increase DNR LPPI Revenue Account, 10500-423604-XXXXX, by \$500,000.00
- 2) Increase the Engineering/Architectural Expense, 10500-513020-XXXXX, by \$50,000.00
- Increase Construction Expense, 10500-513026-XXXXX by \$450,000.00

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

Section 2. 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 3. 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 4. 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 4.

Section 5. 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 24th 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 15th day of December, 2025.

ATTEST:

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Julie A. English, City Clerk

Angela M. Blake, City Council President

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

Randolph J. Taylor, Mayor