Spruce Pine Town Council Meeting
Town Hall
11050 S. Highway 226
Spruce Pine, NC 28777
Monday, November 9, 2026
5:30 PM

AGENDA

I. CALL TO ORDER – MAYOR BETH HOLMES:

A. Roll Call
B. Notification and Posting of the Agenda
C. Pledge of Allegiance (Mayor Pro-Tem Buchanan)
D. Invocation (Councilman Peight)
E. Approval of Minutes (October 26, 2026 Reg)

II. PUBLIC COMMENT

Public comments are limited to 3 minutes. This time is provided to share general thoughts with the Town Council. Individuals who desire to make a public comment must complete the sign-in sheet made available at each meeting and speak at the lecture (unless physically unable).

III. PROCLAMATION

A. 2026 Veterans Day Proclamation

IV. APPOINTMENTS

A. Rural Transportation Advisory Committee (RTAC) – Consider re-appointing Rocky Buchanan to the High Country Council of Governments Rural Transportation Advisory Committee.

V. ACTION ITEMS

A. **Contract Ratification:** Discussion and consider ratifying a services agreement and license agreement with Flock Safety for use of Flock Safety Camera Systems.
B. **Board Training:** Discussion and date setting for Board training for calendar year 2027.

VI. MANAGER'S REPORT

VII. MAYOR/COUNCIL REQUESTS OR COMMENT

VIII. ADJOURNMENT

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MINUTES

I. CALL TO ORDER:

A. **Roll Call:** Mayor Holmes called the meeting to order at 5:32 pm.
Mayor Holmes requested a roll call. Marsha Hoilman, Town Clerk conducted roll call for council members McKinney, Taylor, and Mayor Holmes. Councilmen Peight and Buchanan were not present.

B. **Notification and Posting of the Agenda:** Proper notification and posting of the agenda were acknowledged.
Mayor Holmes requests a change to the agenda. She requests to strike Action Item H from the agenda which is a Contract Ratification of Service and License Agreement with Flock Safety for use of Flock Safety Camera Systems until Town Attorney has an opportunity to review.
Councilman McKinney made the motion to approve the request changes to the agenda and Councilwoman Taylor seconded the motion to approve. Motion passed 3/0.

C. **Pledge of Allegiance:** Councilman McKinney led the Pledge of Allegiance.

D. **Invocation:** Mayor Holmes led the Invocation.

E. **Approval of Minutes:** (October 12, 2026)

The council reviewed the Regular Minutes as presented. Councilwoman Taylor made the motion to approve the regular minutes.
Councilman McKinney seconded the motion. Motion approved and passed 3/0.

II. PUBLIC COMMENT:

Public comments are limited to 3 minutes. This time is provided to share general thoughts with the Town Council. Individuals who desire to make a public comment must complete the sign-in sheet made available at each meeting and speak at the lecture (unless physically unable).

No one signed up for Public Comment.

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III. PRESENTATIONS:

A. Spruce Pine Planning Board Zoning Recommendations: Daniel Stines presented the following recommendations:

This is formal notice that the Spruce Pine Planning Board conducted an Advisory Meeting where the following zoning requests were made:

- Parcel # 0880-11-57-1291 (.33 acre) zoning request conditional upon voluntary annexation approval. Zoning designation request: Neighborhood Shopping District (C-2).
- Parcel # 0890-00-74-5236 (7.659 acre) zoning request conditional upon voluntary annexation approval. Zoning designation request: Highway Business District (C-3).

Pursuant to N.C.G.S. § 160D-604, members of the Planning Board took into consideration the information presented and provided by staff and the applicant and plan consistency with the 2023 Comprehensive Land Use Plan ("Plan"). The Planning Board found the requests to be consistent with the Plan and existing land uses. Each application was presented and voted on separately. The recommendation was unanimous to zone (conditional upon voluntary annexation approval) each respective parcel to the requested zone districts as presented.

IV. PUBLIC HEARING(S):

A. **Ordinance 2026.014:** Contiguous Voluntary Annexation Petition and Zoning Map Amendment Application for PIN #0890-00-74-5236 (7.659- acre parcel located off Hwy 19-E); requested zoning: C-3 (Highway Business District).

No comments or questions were made to Town Manager or Town Clerk.

Lucia Chiveann was present to comment. She asked if the Department of Transportation was going to make any improvements to expand Hwy 19E into four lanes. She stated that she had read that in the paper.
Town Manager Daniel Stines states that it has not been identified as a top priority at this time.

Public Hearing is now closed.

B. **Ordinance 2026.015:** Non-Contiguous Voluntary Annexation Petition and Zoning Map Amendment Application for PIN # 0880-11-57-2292 & 0880-11-57-2292 (0.445-acre parcel located off Roan Road); requested zoning: C-2 (Neighborhood Shopping District).

No comments or questions were made to Town Manager or Town Clerk, and no one was present to comment, therefore, the Public Hearing is now closed**.**

C. **Ordinance 2026.016:** Ordinance to order the permanent closure of Thompson Street.

No comments or questions were made to Town Manager or Town Clerk, and no one was present to comment, therefore, the Public Hearing is now closed.

D. **Ordinance 2026.017:** Ordinance to order the permanent closure of a portion of Diamond Street.

No comments or questions were made to Town Manager or Town Clerk, and no one was present to comment, therefore, the Public Hearing is now closed.

E. **Ordinance 2026.018:** Ordinance to order the permanent closure of a portion of a portion of Peterson Street.

No comments or questions were made to Town Manager or Town Clerk, and no one was present to comment, therefore, the Public Hearing is now closed.

V. **ACTION ITEMS**:

A. **Ordinance 2026.014:** Discussion and consider the Contiguous Voluntary Annexation Petition and Zoning Map Amendment Application for PIN# 0890-00-74-5236 (7.659-acre parcel located off Hwy 19E); requesting zoning: C-3 (Highway Business District).

The Council hereby finds and determines that the petition bears the signature of all owners of the property proposed for Annexation.

The petition is otherwise valid; and the public health, safety and welfare of the inhabitants of the Town and of the area proposed for Annexation will be best served by Annexation.
The petition is hereby approved by a vote of the Council 3-0, and the property is hereby annexed into the Town and shall be effective as of the date when this ordinance is approved.

Plan Consistency Statement. Pursuant to N.C.G.S. § 160D-605 (a), having reviewed the board's written recommendation and the Plan, the Application for the Property is consistent with the plan;

Statement of Reasonableness: Pursuant to N.C.G.S. § 160d-605 (b), the Council finds that; the request is consistent with the surrounding area and community; is in the best interest of the Town and its citizens; and adds property to the town; and

That the Application is hereby approved and the Town of Spruce Pine Zoning Map is hereby amended to initially zone the Property to C-3 Highway Business District.

The Ordinance was effective upon adoption October 26,2026.

Councilwoman Taylor made a motion to approve the contiguous Voluntary Annexation Petition and Zoning Map Amendment Application. Councilman Mckinney seconded the motion to approve. Motion was approved 3/0.

B. **Ordinance 2026.015:** Discussion and consider the Non-Contiguous Voluntary Annexation Petition and Zoning Map Amendment Application for PIN #0880-11-57-1291 & 0880-11-57-2292 (0.445-ACRE PARCEL LOCATED OFF Roan Road); requested zoning: C-2 (Neighborhood Shopping District).

Town Clerk certified the following:

The nearest point on the proposed satellite corporate limits for the Property is no more than three (3) miles from the Town's primary corporate limits;

No point on the proposed satellite corporate limits for the property is closer to the primary corporate limits of any municipality other than the town;

The proposed satellite area for the property is so situated that the Town will be able to provide the same services as are provided within the town's primary corporate limits;

To the extent that the proposed satellite area for the property contains any portion of a subdivision, all other tracts within the entire subdivision are included with the satellite corporate limits (or are presently being considered for inclusion within the satellite corporate limits contemporaneously with this petition

The council hereby finds and determines:

The property described in the petition meets all the standards set forth in N.C.G.S. § 160A-58.1;

The petition bears the signature of all the owners of the property proposed for annexation

The petition is otherwise valid; and the public health, safety and welfare of the inhabitants of the Town and of the area proposed for annexation will be best served by the annexation.

The petition is hereby approved by a vote of the council of 3-0, and the property is annexed into the town and shall be effective October 26, 2026.

Councilwoman Taylor made a motion to approve the non-contiguous Voluntary Annexation Petition and Zoning Map Amendment Application. Councilman McKinney seconded the motion to approve. Motion was approved 3/0.

C. **Ordinance 2026.016:** Discussion and consider an Ordinance to order the permanent closure of Thompson Street.

The Town Council for the Town of Spruce Pine at a duly called meeting on October 26,2026 with a quorum established and hereby considers this Order to Close Thompson Street.

The Council directed that the Resolutions be advertised in the following manner: by publication in the Mitchell News Journal for four (4) successive weeks (September 28, 2026 -October 19, 2026) preceding the public hearing before the Town Council on October 26, 2026; by mailing copies of the Resolutions to all persons owning property adjoining Thompson Street; and by prominently posting a notice of public hearing in at least two (2) places along Thompson Street.

Public Hearing was held October 26, 2026

Pursuant to N.C.G.S. § 160A-299 (f), the Town reserves unto itself right, title and interest to its existing Utility Line and a fifteen (15) foot easement to the east of the centerline of Thompson Street for the entire length of the street for purposed of ingress and egress by the Town to access and maintain its Utility Line and for any and all other public purposes.

Pursuant to N.C.G.S. § 160A-299 (c), subject to the aforementioned easement and rights reserved by the Town, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots of parcels or land adjacent to Thompson Street, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the closed portion of Thompson Street; and the Resolution shall be recorded in the Mitchell County Registry.

Thompson Street is hereby permanently closed.

Councilman McKinney made a motion to approve Ordinance to order the permanent closure of Thompson Street. Councilwoman seconded the motion to approve. Motion was approved 3/0.

D. **Ordinance 2026.017:** Discussion and consider an Ordinance to order the permanent closure of a portion of Diamond Street.

Town Council for the Town of Spruce Pine at a duly called meeting October 26, 2026, with a quorum established, hereby considers order to close the unopened portion of Diamond Street.

On August 10, 2026, the Council adopted a Resolution 2026.015 of its intent to close unopened Portion of Diamond Street and at the September 14, 2026, meeting the Council adopted Resolution 2026.022 reaffirming Resolution 2026.016 to close the unopened Portion of Diamond Street.

The Council directed that the Resolutions be advertised in the following manner: by publication in the Mitchell News Journal for four (4) successive weeks (September 28, 206 – October 19, 2026) preceding the public hearing before the Town Council on October 26, 2026; by mailing copies of the Resolutions to all persons owning property adjoining Diamond Street; and by prominently posting a notice of closing and notice of public hearing in at least two (2) places along Diamond Street;

The Town held a public hearing on the matter on October 26, 2026.

Pursuant to N.C.G.S. § 160A-299 (c), all right, title, and interest in the right-of- way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the Unopened Portion of Diamond Street; and a certified copy of Resolution shall be recorded in the Mitchell County Registry.

The Unopened Portion of Diamond Street is now permanently closed.

Councilwoman Taylor motioned to approve Ordinance to order the permanent closure of a portion of Diamond Street. Councilman McKinney seconded the motion to approve. Motion was approved 3/0.

E. **Ordinance 2026.018:** Discussion and consider an Ordinance to order the permanent closure of a portion of Peterson Street.

The Town Council of the Town of Spruce Pine at duly called meeting on October 26, 2026, with a quorum established, and hereby considers this Order to Close the unopened Portion of Peterson Street.

On August 10, 2026, The Town Council adopted Resolution 2026.023 of its intent to close the unopened portion of Peterson Street.

The Council directed that the Resolution be advertised in the following manner: by publication in the Mitchell News Journal for four (4) successive weeks (September 28, 2026- October 19, 2026) preceding the public hearing before the Town Council on

October 26, 2026; by mailing copies of the Resolution to all persons owning property adjoining the Unopened Portion of Peterson Street; and by prominently posting a notice of closing and notice of public hearing in at least two (2) places along the Unopened Portion of Peterson Street;

The Town held a Public Hearing on the matter on October 26, 2026.

Pursuant to the N.C.G.S § 160A-299 (c), all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the Unopened portion of Peterson Street, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the Unopened Portion of Peterson Street. A copy of the Resolution shall be recorded at the Mitchell County Registry.

Councilman McKinney made a motion to approve Ordinance to order the permanent closure of a portion of Peterson Street. Councilwoman Taylor seconded the motion to approve. Motion was approved 3/0.

F. **Ordinance 2026.019**: Discussion and consider an Ordinance to correct the property description for voluntary annexation of non-contiguous property.

The Town Council for the Town of Spruce Pine at a duly called meeting on October 26, 2026, with a quorum established, and hereby considers this Ordinance to Correct the Property Description for Voluntary Annexation of Non-Contiguous property.

On July 13, 2026, the Council adopted Ordinance # 2026.011 to Voluntarily annex the real property owned by Brandi Correll described in Book 678 page 913, PIN #0789-00-49-2437.

The description of the property in Ordinance 2026.011 inadvertently included the Parkway Parcel with the annexation and the Town desires to correct the record to show that the annexation applied to the Property less than the Parkway Parcel.

Councilman McKinney made a motion to approve Ordinance to correct the property description for Voluntary Annexation of Non-contiguous property. Councilwoman Taylor seconded the motion to approve. Motion was approved 3/0.

G. **Notice of Award:** Discussion and consider granting the Town Manager with assistance from the Town Attorney to enter into a contract with Phillips Grading LLC for the site/civil work for the Spruce Pine Public Works Facility.

The above-mentioned project was initially advertised for bids in accordance with the Contract Documents and applicable North Carolina public bidding requirements. At the bid opening, were received and opened to the public October 8, 2026, at Town Hall. A total of three (3) bids were received.

A Design & Engineering Consultant reviewed the bids that were received with the bidding requirements of mathematical accuracy, completeness, acknowledgment of agenda, required bid bond, contractor licensing information and general conformance.

Based on their review, Phillips Grading LLC came in with the lowest responsive bid and appears to be a responsible bidder, and they are qualified to do the work.

The Design & Engineering Consultant recommends that the Town of Spruce Pine with approval of Town Council award the construction contract for the Public Works Facility to Phillips Grading in the amount of one million one hundred seventy-three thousand nine hundred ninety-nine dollars ($1,173,999.00).

Councilwoman Taylor motioned to approve granting Town Manager Daniel Stines authority to move forward and execute the contract. Councilman McKinney seconded the motion to approve. Motion was approved 3/0.

VI. MANAGERS REPORT:

Town Manager Daniel Stines gave the following updates:

- We are exceptionally close to getting funding obligation for Riverside Park. It is also looking promising for the Pedestrian Bridge. Both of those have advanced past the HMP and CRC Process and are under final review.
- Last week's RERC (Recreation Economies for Rural Communities) conference went very well, Twenty (20) people came out for tours. We visited the parkway, and several outdoor recreation assets. We partnered with Spring Maid Mountain and with Unseen Pass; there were 50-60 people in attendance on both days. We are looking forward to what the outcome will be.

The committee will continue to work through the different information that was gathered from the community and various stakeholders. It will be geared toward helping create a masterplan for a recreation economy for Spruce Pine.
The conference was put together with an EPA Grant. There were over 250 applicants that applied and only 25 were selected.

Councilwoman Taylor wants to commend James, Daniel, Beth and the rest of the Board that has worked on this because it was a very good conference and it was good for our town.

Town Manager Daniel Stines agreed with her comment and added a hats off to James and Keenan for all the logistical things that really helped put the conference together. It was remarkable to see James partner in and come alongside his staff and bring some of these different little projects together in such a short period of time considering he's only been here less than two (2) months. He has taken on some pretty big tasks in such a short period of time from taking over the Hellbender festival the week of the event and jumping in on this conference. He also commends the mayor for jumping in, she's been very instrumental in helping put a lot of stuff together. He appreciates the help and support from Council as well. It was a very good turnout.

Mayor Beth Holmes states that it was tremendous to have all those people from all levels of Representation in the room. Everyone in the room was offering ideas and not just for recreational economy. I believe that good things will come out of this conference for the recreational economy but also for the connections that it made to further other projects.

VII. **MAYOR REQUESTS OR COMMENTS**:

There were no requests or comments.

VIII. ADJOURNMENT:

Mayor Holmes requests a motion to adjourn. Councilman McKinney motioned to adjourn. Councilwoman Taylor seconded the motion to adjourn. The meeting adjourned at 6:23pm.

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Town Hall
11050 S. Highway 226
Spruce Pine, NC 28777
Monday, October 26, 2026
MINUTES

ATTEST:

_____

_____
Marsha Hoilman, Town Clerk

_____
Beth Holmes, Mayor

_____
Rocky Buchanan, Mayor Pro Tem

_____
Larry McKinney, Council Member

_____
Wayne Peight, Council Member

_____
Tessa Taylor, Council Member

SPRUCE PINE, NORTH CAROLINA
PROCLAMATION
"VETERANS DAY"

WHEREAS, Veterans Day is a time set aside each year to honor the brave men and women who have served in the United States Armed Forces, defending our nation's freedom, protecting our democratic values, and safeguarding the liberties we cherish; and

WHEREAS, the history of our nation has been shaped by the courage, dedication, and sacrifices of generations of veterans who have answered the call to serve, often placing the needs of our country above their own; and

WHEREAS, we recognize and honor all veterans who have served during times of war and peace, including those who served in the Army, Navy, Air Force, Marine Corps, Coast Guard, National Guard, Space Force and Reserve components; and

WHEREAS, we acknowledge that the sacrifices of military service extend beyond the individual who wears the uniform, recognizing that service is a family sacrifice, and that the strength, resilience, and unwavering support of veteran's families are an essential part of our nation's military legacy; and

WHEREAS, our responsibility to veterans and their families does not end with expressions of gratitude, and we must remain committed to ensuring that veterans receive the respect, healthcare, educational opportunities, employment support, and assistance they have earned; and

WHEREAS, Veterans Day provides an opportunity for our community to come together in appreciation of the freedoms we enjoy and recognize the extraordinary individuals and families whose service, sacrifice, and dedication have helped preserve those freedoms for future generations.

NOW, THEREFORE, the Town Council of the Town of Spruce Pine, North Carolina does hereby recognize and proclaim **November 11, 2026,** as **Veterans Day** and encourage all citizens to honor, remember, and give thanks to our Veterans, today and every day.

IN WITNESS WHEREOF, I, Mayor Beth Holmes, on behalf of the Spruce Pine Town Council, have caused the Seal of the Town of Spruce Pine to be affixed this 9th day of November, 2026.

Apply seal here

_____

Beth Holmes, Mayor,
Town of Spruce Pine

Flock Safety + NC - Spruce Pine PD

Flock Safety
3284 Northside Parkway NW, Suite 150
Atlanta, GA 30327

MAIN CONTACT:
Peter Norberg
peter.norberg@flocksafety.com
+15084047388

Quote Number: Q-214814
Expiration Date: 08/06/2026

flock safety

ORDER FORM

Customer:	NC - Spruce Pine PD	Initial Term:	36 Months
Legal Entity Name:	NC - Spruce Pine PD	Renewal Term:	36 Months
Accounts Payable Email:	bhobson@sprucepine-nc.gov	Payment Terms:	Net 30
Address:	193 Valley Rd Spruce Pine, North Carolina 28777	Billing Frequency:	
		Retention Period:	30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	
Flock Safety Platform			
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	3	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00

Subtotal Year 1:	$10,950.00
Annual Recurring Subtotal:	$9,000.00
Estimated Tax:	$1,954.13
Contract Total:	$28,950.00

*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.

If Customer is located in any of the state(s) listed at https://www.flocksafety.com/legal/state-required-provisions, the applicable state-required terms set forth therein are incorporated into the Agreement.

Discounts

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

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.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
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.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Create a list of vehicles of interest and receive real-time alerts when they’re detected by your Flock LPR cameras.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions.

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

FLOCK GROUP, INC.	**Customer: NC - Spruce Pine PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Docusign Envelope ID: F52648D2-0840-42CC-857C-2836F249BF0D

flock safety

LICENSE AGREEMENT
FOR THE USE OF LICENSOR PROPERTY

This LICENSE AGREEMENT FOR THE USE OF LICENSOR PROPERTY ("**Agreement**") is made and entered into by and between Flock Group Inc, a Delaware Corporation ("**Flock**") and _____ ("**Licensor**"). Licensor and Flock are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WHEREAS, Flock offers certain software and hardware solutions to customers, including police departments (collectively, the "**Flock Services**");

WHEREAS, Flock has requested use of certain Licensor Property (defined below) to install, maintain and operate Flock Hardware (defined below) to use the Flock Services solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering;

WHEREAS, Flock owns and is responsible for the Flock Hardware. Licensor shall instruct Flock on any request to move Flock Hardware and shall not move or otherwise access any Flock Hardware without prior written permission of Flock.

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

(a) "***Effective Date***" means the latest date on which this Agreement is signed by both Parties.

(b) "***Flock Hardware***" means the Flock cameras, drones, poles, clamps, solar panels, installation components, and any other devices or physical elements owned by Flock.

(c) "***Licensor Property***" means the mutually agreed-upon property owned by Licensor where Flock is permitted to install Flock Hardware as more specifically set forth on Exhibit A attached hereto.

SECTION 2. GRANT

(a) **License to Use Licensor Property**. Licensor hereby grants Flock a non-exclusive license to use and occupy limited space on certain designated Licensor Property in order to install Flock Hardware.

(b) **Access**. Licensor grants Flock any and all rights required for Flock to physically access the installed Flock Hardware, including access rights for maintenance, repairs, and any other reasonably required adjustment needed for Flock Services. When the Flock Hardware includes drone technology, Licensor also grants the specific law enforcement agency or customer for whom the Flock Hardware

is installed ("**Authorized Customer**") the right to physically access the installed Flock Hardware for emergency landing beside the dock, manual battery swaps, or to guide Flock employees, agents, or subcontractors to the leased equipment for any required repair or maintenance. Licensor acknowledges that Authorized Customer personnel may require independent access to the Licensor Property for these purposes.

SECTION 3. TERM AND TERMINATION

(a) **Term of Agreement**. The term of this Agreement shall be for twelve (12) months commencing on the Effective Date and ending at midnight on the last day of the term (the "**Term**"). Unless either Party provides written notice to the other Party prior to expiration of the Term or Renewal Term that the notifying Party will not renew the Agreement, the Term will automatically renew for additional one (1) year periods (each a "**Renewal Term**"), upon the same terms and conditions set forth in this Agreement.

(b) **Termination for Cause**. This Agreement may be terminated before the expiration of the Term or Renewal Term on written notice by either Party, if either Party breaches any material provision of this Agreement and such breach is not cured by breaching Party within thirty (30) days after receipt of written notice of such breach.

(c) **Effect of Termination.** Within thirty (30) days after such expiration or earlier termination, Flock shall remove the Flock Cameras and any debris, and restore the Licensor Property to its original condition, reasonable wear and tear excepted.

SECTION 4. FEES. Flock shall be responsible for paying all costs associated with Licensor review, processing and inspection as part of all permit applications filed for the installation, modification, maintenance and removal of the Flock Hardware. The Parties agree that no fees will be assessed for the license and permission herein granted to Flock. Flock agrees that the Licensor's permission and grant of a license hereunder and Flock's ability to construct and obligation to thereafter maintain Flock's Services on the Licensor Property serve as consideration to support this Agreement.

SECTION 5. CONSTRUCTION, MAINTENANCE AND REPAIR ACTIVITIES

(a) **Maintenance and Repair of Flock Hardware**. Flock shall keep and maintain all Flock Hardware installed on Licensor Property in good condition and repair throughout the Term, normal wear and tear and casualty excepted. Flock shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Flock Hardware at any time during the Term.

(b) **Maintenance and Repair of Licensor Property**. Licensor shall maintain and keep the Licensor Property in good condition in accordance with Licensor's standard maintenance requirements. Such maintenance shall be at Licensor's sole cost and expense, except to the extent this Agreement provides otherwise.

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SECTION 6. INTERFERENCE WITH OTHER FACILITIES PROHIBITED; RELOCATION

(a) **Interference Prohibited**. Flock shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility on the Licensor Property.

(b) **Relocations at Flock's Request**. In the event Flock desires to relocate any Flock Hardware from one area of Licensor Property to another, Flock shall advise Licensor, and any relocation shall be at Flock's sole cost and expense. Licensor will use reasonable efforts to accommodate Flock by making another reasonably equivalent Licensor Property available for use in accordance with and subject to the terms and conditions of this Agreement.

SECTION 7. INDEMNITY AND RISK OF LOSS

(a) **Indemnification**. Flock agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, demands, causes of action, suits, proceedings, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, awards, decrees, settlements, damage or injury of any kind (collectively, "**Claims**") to the extent caused by Flock's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the gross negligence or willful misconduct of Licensor.

(b) **Risk of Loss.** Flock acknowledges and agrees that Flock bears all risks of loss, damage, relocation, or replacement of its Flock Hardware and materials installed on Licensor Property pursuant to this Agreement from any cause, and Licensor shall not be liable for any cost of replacement or of repair to damaged Flock Hardware, including, without limitation, damage caused by the Licensor's removal of the Flock Hardware.

SECTION 8. INSURANCE REQUIREMENTS. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

SECTION 9. NOTICES. Notices required by this Agreement may be given by overnight courier or certified mail, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered to the address set forth under the signature blocks for this Agreement.

SECTION 10. GOVERNING LAW, VENUE. This Agreement shall be governed by the laws of the State in which the Flock Hardware is installed. The Parties hereto agree that the venue would be proper in the chosen courts of the State of which the Licensor is located.

SECTION 11. MISCELLANEOUS PROVISIONS. None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Flock and Licensor. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each Party's successors and assigns. Any Party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default. 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. This Agreement, together with its attached exhibits, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement. 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, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. The relationship between Licensor and Flock is at all times solely that of licensor and licensee, not that of partners or joint venturers. This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits. This Agreement may not be sold, assigned, or sublicensed by either Party without the prior approval of the non-assigning Party.

IN WITNESS WHEREOF, Flock and the Licensor have caused this Agreement to be signed on the date set forth below and be effective on the last date specified below.

FLOCK GROUP INC

Signed by:
By: _____
1024FAF1F68A40F...

Name: Dan Haley

Title: Chief Legal Officer

Date: _____

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

LICENSOR

By _____

Name _____

Title: _____

Date: _____

Address for Notices:

_____

_____

Docusign Envelope ID: F52648D2-0840-42CC-857C-2836F249BF0D

flock safety

Exhibit A

Flock Safety

Location needs cleared
Not location to be installed.

Exhibit A — Location Details

Locations (1)

Location Name: P#004 Hwy 226 @ Martha Dr
Lat/Long: 35.90339983770203, -82.07443086794329

Map Overview



Street View Snapshot

