



COMMITTEES OF COUNCIL
AGENDA
Regular Meeting

Mayor Mary Robichaux
Councilmember Sarah Beeson
Councilmember Eren Brumley
Councilmember Christine Hall
Councilmember Jennifer Phillippi
Councilmember Allen Sells
Councilmember Chris Zack
City Administrator Randy Knighton

Tuesday, March 10, 2026

5:00 PM

City Hall - Room 220

CALL TO ORDER / ROLL CALL

Approval of the Minutes

1. Approval of the Committee Meeting Minutes - February 24, 2026.

Regular Agenda

2. Consideration to enter into a new agreement with BRINC and Motorola Solutions for a Trial Drone as First Responder (DFR) initiative take off program.
Presented by James W. Conroy, Chief of Police
3. Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 2 Rules of Interpretation, Section 2.2.20 Residential Parking Location (Initiation)
Presented by Angela Rambeau, Planner III
4. Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 10 Site Development, Section 10.1.14 Parking Lot Layout and Design (Initiation)
Presented by Angela Rambeau, Planner III

5. Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 14, Section 14.2 Defined Terms (Initiation)
Presented by Angela Rambeau, Planner III
6. Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 10, Section 10.3.22 Temporary Sign Permit Required (Initiation)
Presented by Angela Rambeau, Planner III
7. Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 10 Site Development, Section 10.3 Signs (Initiation)
Presented by Angela Rambeau, Planner III
8. Consideration of an ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements
Presented by Angela Rambeau, Planner III
9. Consideration of an ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle
Presented by Angela Rambeau, Planner III
10. Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial (Initiation)
Presented by Jeannie Peyton, Planning and Zoning Director
11. Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 3 Residential Districts, Section 3.4 Allowed Uses, Section 3.4.2 Use Table (Initiation)
Presented by Jeannie Peyton, Planning and Zoning Director
12. Consideration of a blanket approval for the Mayor or City Administrator to sign an Intergovernmental Agreement (IGA) between Fulton County, Georgia and City of Roswell, Georgia for Transportation projects that includes acceptance of reimbursement funds for the associated water line
Presented by Andy Phlegar, Director of Transportation
13. Consideration to award the 2026 Citywide Resurfacing Contract
Presented by Andy Phlegar, Director of Transportation

14. Consideration to approve a contract amendment for Winter Construction for the completion of the Green Street Mobility project

Presented by Andy Phlegar, Director of Transportation

15. Consideration to award the Big Creek Trail design contract to Kimley Horn and execute Task Order #1 in the amount of \$1,098,630.00 with a total budget authorization of \$1,198,630.00.

Presented by Andy Phlegar, Director of Transportation

16. Discussion of Public Records

Presented by Joseph Cusack, Assistant City Attorney

Adjournment



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10345

MEETING DATE: March 10, 2026

DEPARTMENT: Administration

ITEM TYPE: Agenda Vote

Approval of the Committee Meeting Minutes - February 24, 2026.



COMMITTEES OF COUNCIL
MINUTES
Regular Meeting

Mayor Mary Robichaux
Councilmember Sarah Beeson
Councilmember Eren Brumley
Councilmember Christine Hall
Councilmember Jennifer Phillippi
Councilmember Allen Sells
Councilmember Chris Zack
City Administrator Randy Knighton

Tuesday, February 24, 2026

5:00 PM

City Hall - Room 220

CALL TO ORDER / ROLL CALL

The meeting was called to order at 5:03 PM by City Administrator Randy Knighton
 Mayor Mary Robichaux: Present, Councilmember Sarah Beeson: Present,
 Councilmember Christine Hall: Present, Councilmember Chris Zack: Present,
 Councilmember Jennifer Phillippi: Present, Councilmember Eren Brumley: Present,
 Councilmember Allen Sells: Present, City Administrator Randy Knighton: Present.

Approval of the Minutes

1. Approval of the Committee Meeting Minutes - February 10, 2026.

| | |
|------------------|--|
| RESULT: | APPROVED [UNANIMOUS] |
| MOVER: | Sarah Beeson, Councilmember |
| SECONDER: | Mary Robichaux, Mayor |
| IN FAVOR: | Robichaux, Beeson, Hall, Zack, Phillippi, Brumley, Sells |

Regular Agenda

2. Discussion of the TSPLOST 3 Process

| | |
|----------------|------------------|
| RESULT: | DISCUSSED |
|----------------|------------------|

3. Discussion of the Neighborhood Traffic Calming Program

| | |
|----------------|------------------|
| RESULT: | DISCUSSED |
|----------------|------------------|

4. Consideration for the Mayor or City Administrator to award a contract to Barbizon Lighting Company in the amount of \$427,998.64 for the completion of the rigging and dimmer upgrades at the Cultural Arts Center with a total budget authorization in the amount of \$470,000.00.

RESULT: APPROVED TO MOVE TO MAYOR AND COUNCIL [6 TO 0]

Next: 3/9/2026 7:00 PM

MOVER: Sarah Beeson, Councilmember

SECONDER: Chris Zack, Councilmember

IN FAVOR: Robichaux, Beeson, Hall, Zack, Phillippi, Brumley

NOT PRESENT FOR VOTE: Allen Sells

5. Consideration of an ordinance to amend the code of ordinances of the city of Roswell, Georgia by amending chapter 2 administration, article 2.5 code of ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes

RESULT: APPROVED TO MOVE TO MAYOR AND COUNCIL [6 TO 0]

Next: 3/9/2026 7:00 PM

MOVER: Sarah Beeson, Councilmember

SECONDER: Mary Robichaux, Mayor

IN FAVOR: Robichaux, Beeson, Hall, Zack, Phillippi, Brumley

NOT PRESENT FOR VOTE: Allen Sells

6. Consideration of adding Juneteenth to the 2026 Holiday Calendar

RESULT: APPROVED TO MOVE TO MAYOR AND COUNCIL [6 TO 0]

Next: 3/9/2026 7:00 PM

MOVER: Eren Brumley, Councilmember

SECONDER: Sarah Beeson, Councilmember

IN FAVOR: Robichaux, Beeson, Hall, Zack, Phillippi, Brumley

NOT PRESENT FOR VOTE: Allen Sells

Adjournment

There being no further comments or discussion the meeting was adjourned at 6:43 PM



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10333

MEETING DATE: **March 10, 2026**

DEPARTMENT: **Police**

ITEM TYPE: **Agenda Vote**

Consideration to enter into a new agreement with BRINC and Motorola Solutions for a Trial Drone as First Responder (DFR) initiative take off program.

Action Required:

Agenda Vote

Description:

The Take Off Program represents a strategic evolution in Roswell's public safety infrastructure, powered by the industry-leading alliance between BRINC and Motorola Solutions. This initiative allows for the seamless integration of drones into our existing public safety ecosystem; for the first time, drones can be triggered instantly for a 911 call or when a field responder activates the emergency button on their Motorola APX NEXT radio. These drones act as a force multiplier, arriving on scene ahead of ground units to provide live videos and imaging directly to responding units. This early intelligence is vital for de-escalating high-risk encounters, locating suspects or missing persons, and even clearing minor incidents.

Because the program includes a full year of service at no cost, it offers the City of Roswell a unique opportunity to conduct a trial of this program and lead the region in innovation without immediate capital expenditure. This trial period will allow the City to collect data on reduced response times and improved field unit safety before making any long-term financial commitments. By adopting the Take Off Program, Roswell ensures it is utilizing secure, US-made technology to create a safer environment for both its citizens and its first responders. This trial can be cancelled anytime during the first year with 30 days notice without penalty and prior to any yearly contract renewal if the program is not funded.

Agenda Item (ID # 10333)**Financial Impact:**

Year 1: 3 Responder DFR Sites + 1 LEMUR 2 Unit - \$0.00

Years 2-6: Annual Subscription (Maintenance & Hardware) - \$249,996.00 / per year

Total Cost: 6-Year Program Commitment - \$1,249,980.00

Comments:

See Attached



ROSWELL POLICE DEPT, CITY OF

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)



02/18/2026

ROSWELL POLICE DEPT, CITY OF
38 HILL ST #130
ROSWELL, GA 30075

Dear Director John Potrzebowski,

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solution to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires on April 1, 2026. You may accept this offer by executing and returning the attached Products Agreement.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely

Jim Nelson
MSSSI Vice President | SaaS Solutions
Motorola Solutions, Inc.



Billing Address:
 ROSWELL POLICE DEPT, CITY OF
 38 HILL ST #130
 ROSWELL, GA 30075
 US

Shipping Address:
 ROSWELL POLICE DEPT, CITY OF
 ATLANTA COMMUNICATIONS
 1510 HUBER ST
 ATLANTA, GA 30318
 US

Quote Date:02/18/2026
 Expiration Date:04/01/2026
 Quote Created By:
 David Redus Sr. Manager
 David.Redus@motorolasolutions.com
 727-456-8840

End Customer:
 ROSWELL POLICE DEPT, CITY OF
 Director John Potrzebowski
 potrzebowski@roswellgov.com
 404-539-5054
 Payment Terms:30 NET

Summary:

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

| Year | Item Number | Description | QTY | TERM | Sale Price | Ext. Sale Price |
|---------------------|-------------|--|-----|---------|------------|--------------------|
| Year 1 Subscription | BRINC | Responder w/Station DFR (Single Site) Takeoff | 3 | 6 Years | \$0.00 | \$0.00 |
| Year 1 Subscription | BRINC | LEMUR 2 Safeguard Takeoff | 1 | 6 Years | \$0.00 | \$0.00 |
| Sub Total: | | | | | | \$0.00 |
| Year | | Description | | | | Annual Price |
| Year 2 Subscription | | 3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff | | | | \$249,996 |
| Year 3 Subscription | | 3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff | | | | \$249,996 |
| Year 4 Subscription | | 3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff | | | | \$249,996 |
| Year 5 Subscription | | 3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff | | | | \$249,996 |
| Year 6 Subscription | | 3 Responder w/Station DFR (Single Site) Takeoff, 1 LEMUR 2 Safeguard Takeoff | | | | \$249,996 |
| | | | | | | |
| | | Grand Total | | | | \$1,249,980 |

Notes:
 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature).
 Any tax the customer is subject to will be added to invoices.
 Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program term structure:
 Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
 Year 2 - 6: Paid period starts at the beginning of the first Renewal Subscription Year. Paid Period will continue until the end of the six-year term or unless terminated by either party.



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

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)



PRODUCTS AGREEMENT

This Products Agreement (this “**Agreement**”) is entered into between **Motorola Solutions Inc.**, (“**Seller**” or “**Motorola**”) and the entity set forth in section I(b) (“**Customer**”) as of the date last signed below (“**Effective Date**”). Seller and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

I. Seller and Customer Information

| | | |
|-----|----------|--|
| (a) | Seller | Motorola Solutions Inc. |
| (b) | Customer | Name: Roswell Police Department Address: 39 Hill Street, Roswell, GA 30075 Contact: John Potrzebowski 911 Director |

II. Transaction Details

| | | |
|-----|---------------------|---|
| (a) | Proposal | Proposal No. 3416257 _____ Date: 02/18/2026 _____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the “Proposal”), a copy of which is attached hereto and incorporated herein. |
| (b) | Pricing | Pricing for products and services being purchased by Customer is set forth in the Proposal. |
| (c) | Term and Conditions | The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“MCA”), including all applicable addenda, located at Motorola Solutions Customer Agreement , and the enclosed TAKEOFF Addendum are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal. |

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

| | |
|---|---|
| <p>CUSTOMER:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>MOTOROLA SOLUTIONS INC.</p> <p>By: _____</p> <p>Print Name: Jim Nelson _____</p> <p>Title: MSSSI Vice President, SaaS Solutions _____</p> <p>Date: 02/18/2026 _____</p> |
|---|---|

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

Drone as First Responder

How It Works

01

Call for service received.



02

Drone automatically responds.



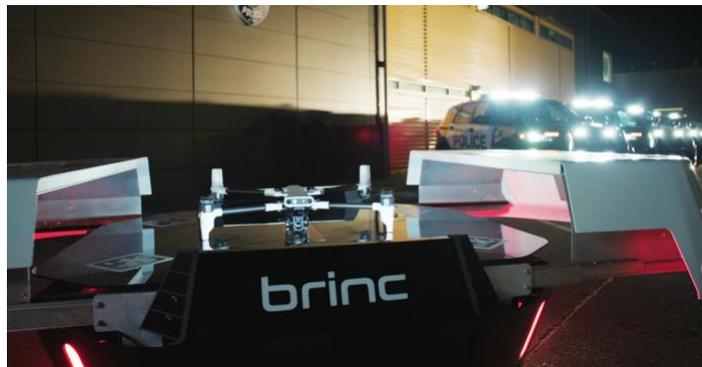
03

Drone provides live video feed with the capability for two-way communication.



04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads

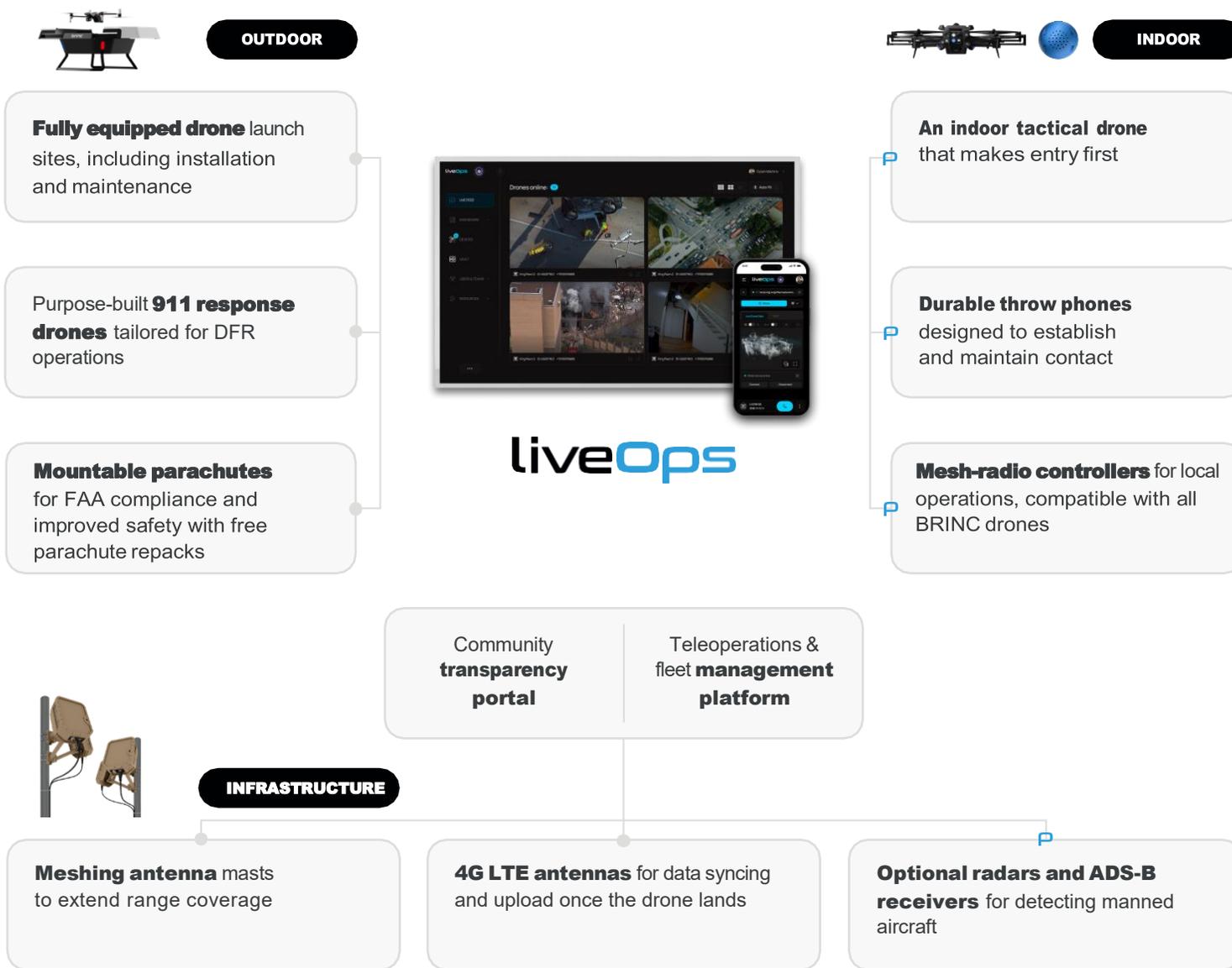


Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION



Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

Hardware

responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment
Time

Large Vehicle
Mountable

Starlink /
Solar Compatible

Standard Power
Input

Weather
Resistant

Charge 10 to 90%
in 25 Minutes

Corrosion
Resistant

Integrated
HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



Services

DFR Safeguard Program

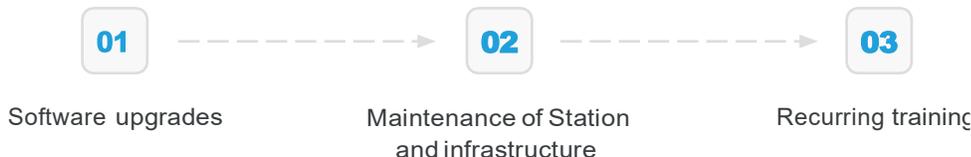
UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy

| | | |
|--|--|--|
| <p>Day 1</p> <p>Site setup</p> <ul style="list-style-type: none"> Responder delivery Station installation Infrastructure setup BVLOS Waiver submission Training | <p>Year 3</p> <p>Upgrade</p> <ul style="list-style-type: none"> Responder upgrade Training | <p>Year 5</p> <p>Upgrade</p> <ul style="list-style-type: none"> Responder upgrade Training |
|--|--|--|

Regular Upgrades



MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success



| Swaps | Data | Accessories & Training |
|---|---|---|
|  <p>Battery swap due to age or performance</p> |  <p>Unlimited cellular data for your systems</p> |  <p>Unlimited payload mounts to deploy medical aid</p> |
|  <p>Prop swap due to age or performance</p> |  <p>Unlimited storage on LiveOps</p> |  <p>On-demand training</p> |

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

- (a) Project Management
 - (i) Lead project planning, execution, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

- (j) Out of Scope (unless separately contracted):
- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
 - (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
 - (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
 - (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

- (a) Program Governance
 - (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.
- (b) Regulatory Compliance
 - (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
 - (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.
- (c) Technical Readiness
 - (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.
- (d) Deployment Requirements & Site Prep
 - (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.
- (e) Accounts & Security

(i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

(i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. Hardware Warranty. Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. Disclaimers. **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**
3. Claims. If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. Exclusions. BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. Replacement BRINC Equipment. BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

- BRINC Support Program. The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
- BRINC Support Program Upgrade. If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
- Upgrade Delay. BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
- Upgrade Change. If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
- Firmware Updates. BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal (“Customer Obligations”).
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder (“DFR”) provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party (“Competing Product”).
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year. Customer would not incur any costs under this SOW upon termination in the first year of the subscription.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

4. **ON TERMINATION** On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer’s premises at no cost to the Customer, and will deactivate (or cancel Customer’s access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement: Sections 1 and 4.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“**Service Completion Date**” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“**Software System**” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

- 3.4. **Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. **Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. **Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. **Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. **Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. **Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. **Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.
- 4. Term and Termination.**
- 4.1. **Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.
- 5. Payment, Invoicing, Delivery and Risk of Loss**
- 5.1.** The Contract Price of **\$1,249,980.00**, excluding taxes, is fully committed and identified, including subsequent years of any contracted Services. The Customer will pay all invoices as received from all Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. **Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. **Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. **Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. **Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
 Customer Accounts Payable Email: _____
 Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.
- 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**
- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.
8. **Indemnification.**
- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.
- 9. Limitation of Liability.**
- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “MOTOROLA PARTIES”), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES,

RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted

to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements: Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be

binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives

of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: City of Roswell, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: 0326 Roswell BRINC Proposal (safeguard)02_18_26 V2 (LEGAL2.20.2026) FINAL (Police DFR Agreement)

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“**Delivery**” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“**Service Completion Date**” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“**Software System**” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.
- 4. Term and Termination.**
- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.
- 4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.
- 5. Payment, Invoicing, Delivery and Risk of Loss**
- 5.1.** The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. **Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. **Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. **Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. **Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

- 5.6. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
 Customer Accounts Payable Email: _____
 Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

- 5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.
- 9. Limitation of Liability.**
- 9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “MOTOROLA PARTIES”), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES,

RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted

to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements: Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be

binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives

of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: 0326 US-Motorola-Solutions-Customer-Agreement (Police DFR Agreement)



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10281

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 2 Rules of Interpretation, Section 2.2.20 Residential Parking Location (Initiation)

Action Required:

Agenda Vote

Description:

Ordinance to amend the Unified Development Code, Article 2 Rules of Interpretation, Section 2.2.20 Residential Parking Location to clarify regulations for parking vehicles in the front yard.

Financial Impact:

N/A

Comments:

See attached

2.2.20. Residential Parking Location

A. Parking in the Front ~~Setback~~Yard.

1. In all detached house, attached house and townhouse lots, parking of any vehicle (including, but not limited to trailers and boats) is allowed only on a hard-surfaced driveway (i.e. asphalt, concrete, gravel, pavers or if approved by the City Engineer, or his/her designee, a turf-reinforced driveway). No parking is allowed in any grass, ~~or~~ lawn or landscaped areas. For existing developed parcels that do not currently have a driveway that conforms to the above description, parking would be allowed on the non-compliant surface until such time a development permit is issued for the property. At that time, the property would be required to come into compliance with all applicable code requirements.
2. Combined parking and driveway area cannot constitute more than 40% of the area between the front building facade and the front property line.
3. Any parking in the front setback yard must have sufficient depth so that parked cars do not encroach on the sidewalk. Garage doors must be set back at least 20 feet from the sidewalk.

B. Tandem Parking.

1. Tandem parking is allowed for residential uses.
2. Two parking spaces in tandem must have a combined minimum dimension of 9 feet in width by 36 feet in length.
3. Both parking spaces in tandem must be assigned to the same dwelling unit.
4. Tandem parking may not be used to provide guest parking.

C. Parking requirements for non-residential lots are specified in Section 10.1.14.

(Ord. No. 2021-01-01, § 1, 1-11-2021)

STATE OF GEORGIA
COUNTY OF FULTON

First Reading:
Second Reading:

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY
MODIFYING SECTION 2.2.20 RESIDENTIAL PARKING LOCATION**

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

WHEREAS, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

WHEREAS, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 2, Rules of Interpretation, Section 2.2.20 Residential Parking Location, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Section 2.2.20.A. Parking in the Front Setback shall be amended as follows:

A. Parking in the Front **SetbackYard**.

1. In all detached house, attached house and townhouse lots, parking **of any vehicle (including, but not limited to trailers and boats)** is allowed only on a hard-surfaced driveway (i.e. asphalt, concrete, gravel, pavers or if approved by the City Engineer, **or his/her designee**, a turf-reinforced driveway). No parking is allowed in **any** grass, **or** lawn **or landscaped** areas. For existing developed parcels that do not currently have a driveway that conforms to the above description, parking would be allowed on the non-compliant surface until such time a development permit is issued for the property. At that time, the property would be required to come into compliance with all applicable code requirements.

3. Any parking in the front **setback yard** must have sufficient depth so that parked cars do not encroach on the sidewalk. Garage doors must be set back at least 20 feet from the sidewalk.

2.

Section 2.2.20. shall be amended by adding Section C as follows:

C. Parking requirements for non-residential lots are specified in Section 10.1.14.



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10282

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 10 Site Development, Section 10.1.14 Parking Lot Layout and Design (Initiation)

Action Required:

Agenda Vote

Description:

Ordinance to amend the Unified Development Code, Article 10 Site Development, Section 10.1.14 Parking Lot Layout and Design to clarify allowed surfaces for non residential parking and loading areas, and to restrict the parking of trailers and boats, and to correct the location of the requirements for residential parking.

Financial Impact:

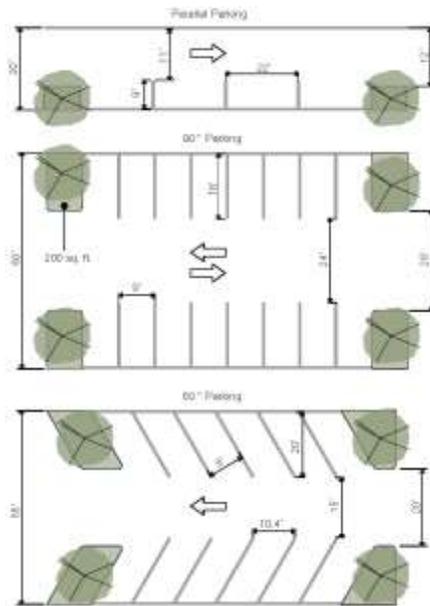
N/A

Comments:

See attached

10.1.14. Parking Lot Layout and Design

- A. **Access.** All on-site parking must be arranged so that no vehicle is forced to back out on a public street or forced to use a public street, not including an alley, to gain access from one parking aisle to another parking aisle.
- B. **Parking Space and Aisle Specifications.** Parking spaces and drive aisles must meet the following dimensions. Parking spaces and drive aisles using dimensions other than those specified may be approved if prepared and sealed by a registered engineer in the State of Georgia with expertise in parking facility design, subject to approval by the Zoning Director.



- C. **Compact Parking.**
1. Compact car parking spaces may be used in place of a standard size parking space. The total number of compact car parking spaces may not exceed 15% of the total number of required parking spaces.
 2. No more than 2 compact parking spaces may be placed side by side. Compact spaces may be reduced to 8 feet in width and 18 feet in depth. All compact parking spaces must be clearly and visibly striped and labeled for compact car use only.
- D. **Parking Lot Landscaping.** All on-site surface parking lots with more than 20 spaces must be landscaped as specified in Sec. 10.2.6.
- E. **Visibility at Intersections.** No parking or loading area may interfere with a clear sight triangle as established in Sec. 11.4.6.
- F. **Surfacing.** Parking and loading areas must be surfaced with concrete, asphaltic concrete, asphalt, or other dust-free hard surface. Porous pavement material may be used substituted for standard dust-free pavements

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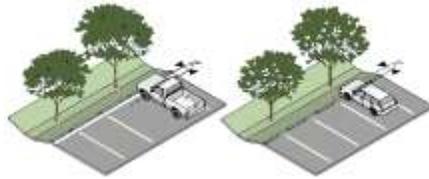
(Supp. No. 5)

subject to the approval of the Zoning Director or his/her designee. Permitted materials may include, but are not limited to, ~~grass~~, "grasscrete," ring and grid systems used in porous or grid pavers. Within the Historic Overlay District, aggregate surface may be considered appropriate. Parking of any vehicle (including but not limited to trailers and boats) on any other surface, including grass and landscaped areas, is prohibited.

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G. **Curbs and Drainage.**

1. Parking and loading areas must be graded and drained to collect, retain and infiltrate surface water on-site so as to prevent damage to abutting properties or public streets.
2. Curbing or parking block must be installed as required by the Zoning Director. Curbing must have openings to allow drainage to enter and percolate through landscaped areas.



H. **Lighting.** Parking and loading area lighting must be installed as specified in Sec. 10.4.

I. **Residential Parking.** Parking requirements for ~~single family and two family uses~~ detached house, attached house and townhouse lots, are specified in Sec. 2.2. ~~2018~~.

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STATE OF GEORGIA
COUNTY OF FULTON

First Reading:
Second Reading:

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY
MODIFYING SECTION 10.1.14 PARKING LOT LAYOUT AND DESIGN.**

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

WHEREAS, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

WHEREAS, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 10, Site Development, Section 10.1.14. Parking Lot Layout and Design, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Section 10.1.14.F Surfacing by making the following changes:

Parking and loading areas must be surfaced with concrete, asphaltic concrete, asphalt, or other ~~dust free hard~~ surface. Porous pavement material may be ~~used substituted for standard dust free pavements~~ subject to the approval of the Zoning Director ~~or his/her designee~~. Permitted materials may include, but are not limited to, ~~grass~~, "grasscrete," ring and grid systems in porous or grid pavers. Within the Historic Overlay District, aggregate surface may be considered appropriate. ~~Parking of any vehicle (including but not limited to trailers and boats) on any other surface, including grass and landscaped areas, is prohibited.~~

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2.

Section 10.1.14. I Residential Parking by making the following changes:

Parking requirements for ~~single family and two family uses~~ ~~detached house, attached house and townhouse lots~~, are specified in Sec. 2.2 ~~2018~~.

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City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10283

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 14, Section 14.2 Defined Terms (Initiation)

Action Required:

Agenda Vote

Description:

Ordinance to amend the Unified Development Code, Article 14, Section 14.2 Defined Terms by adding a definition for "occupied".

Financial Impact:

N/A

Comments:

See attached

STATE OF GEORGIA
COUNTY OF FULTON

First Reading:
Second Reading:

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY
MODIFYING SECTION 14.2 DEFINED TERMS.**

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

WHEREAS, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

WHEREAS, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 14, Definitions, Section 14.2 Defined Terms, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Section 14.2 Defined Terms as follows:

By adding **Occupied**. The state or condition of legally holding, possessing, utilizing or residing in a building or portion thereof.

Sec. 14.2. Defined Terms

Sec. 14.2. Defined Terms**A**

Abutting. Having property lines in common. Separation by a street or alley is not considered abutting.

Accessory building. see Building, accessory.

Affordable housing. Owner-occupied, single-family residential units in which the combined family income of the homeowner ranges from 25% to 50% of the Atlanta Metropolitan area median income as determined annually by the U.S. Department of Housing and Urban Development.

Aging adults. Persons 60 years of age or older or mature adults below the age of 60 whose needs and interests are substantially similar to persons 60 years of age or older who have physical or mental limitations that restrict their abilities to perform the normal activities of daily living and impede independent living.

Alley. A public or private thoroughfare which affords only a secondary means of access to abutting property.

Alteration. Any change in the supporting members of a building or structure such as bearing walls, columns and girders, except such emergency change as may be required for safety purposes; any addition to a building; any change in use; or, any movement of a building from one location to another.

Antenna. Any exterior apparatus designed for telephone, radio, or television communications or data transmission through the sending and/or receiving of electromagnetic waves.

Apartment. One or more rooms with private bath and kitchen facilities comprising an independent self-contained dwelling unit offered for rent in a building containing more than 2 dwelling units.

Applicant. A person submitting an application for approval under this UDC.

Arborist. The agent of the City of Roswell primarily responsible for administering and enforcing the tree protection requirements.

Archaeological site. Any cultural or historical site in the city that is documented by a reputable source such as the Georgia Archaeological Site File of the University of Georgia Riverbend Research Laboratories (the official repository for information about known archaeological sites of all periods in the State of Georgia), the Office of the State Archaeologist, the Society for Georgia Archaeology, the Archaeological Services Unit of the Historic Preservation Division of the Georgia Department of Natural Resources, or the Roswell Historical Society, or which is discovered to have artifacts or burial objects, or which is predicted by a model summarized in Chapter 9 of the Roswell Comprehensive Plan and shown on supporting documents as having a high probability of containing artifacts or burial objects. Artifacts may range from (include but are not limited to) early prehistoric sites with Aboriginal lithic (stone tool production) scatter, to 19th Century textile mills, grist mills, saw mills, bridges, and ferries, to historic 20th Century home sites, with standing structures or structural remains such as standing chimneys and foundations.

Area of special flood hazard. The land in the floodplain subject to a one percent or greater chance of flooding in any given year.

B

Basal area. The cross-sectional area of a tree trunk at diameter breast height (DBH) expressed herein in terms of "units" per acre.

Basement. That portion of a building having its lowest floor subgrade (below ground level) on 2 or more sides.

Berm. An earthen mound or embankment designed to provide visual interest, screen views, reduce noise or fulfill other such purposes.

Sec. 14.2. Defined Terms

Board of Zoning Appeals. The body established by this UDC and appointed by the City Council which has authority to take action on appeals and variances as established in Article 13.

Breezeway.

1. A porch or roofed passageway open on the sides, for connecting two buildings, such as a house and a garage.
2. A covered passageway, as between a house and garage sometimes with the sides enclosed.

Buffer. A strip of land located between a side or rear property line and a building, structure, or use, intended to separate and obstruct the view of the site on which the buffer is located from an abutting property.

Buffer with respect to a stream. A natural or enhanced vegetated area established by section 12.2.3.A, lying adjacent to the stream.

Buildable area. The portion of a lot which is not located within any minimum required setback, landscape area or buffer; that portion of a lot where a building or structure may be located.

Building. Anything attached to the ground having a roof supported by columns or by walls and intended for shelter, housing or enclosure of persons, animals or personal property. For purposes of this UDC, the term "building" includes "structure".

Building, accessory. A building subordinate to the main building on a lot and used for purposes incidental to the main or principal building and located on the same lot.

Building, principal. A building that contains the principal use on the lot on which the building is situated.

Building Inspector. The City Official responsible for implementing and enforcing the applicable building codes and standards of the City, or their designee.

C

Caliper. A nursery standard of tree trunk measurement for understory trees or replacement trees. Caliper of the trunk shall be taken at 6 inches above the ground for trees up to and including 8-inch caliper size.

Capital improvement. An improvement with a useful life of 10 years or more, by new construction or other action, which increases the service capacity of a public safety, recreation and parks or transportation facility of the City of Roswell.

Capital improvement element. That portion of the Roswell Comprehensive Plan which sets out projected needs for system improvements during a planning horizon established in the Roswell Comprehensive Plan, a schedule of capital improvements that will meet the anticipated need for system improvements and a description of anticipated funding sources for each required improvement.

Certificate of Appropriateness. A document approving a proposal to make a change in the appearance of a property, structure, site or work of art designated "historic" or "historic-obscured" on the Historic Properties Map.

Certificate of Occupancy. A document issued by the Building Inspector allowing the occupancy or use of a building or land and certifying that the structure, use, or land has been constructed or erected or will be used in compliance with all applicable city codes and ordinances.

Channel. A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.

Common area. Land within a development, not individually owned or dedicated to the public, and designed for the common usage of the development. These areas include green open spaces and yards and may include pedestrian walkways and complimentary structures and improvements for the enjoyment of residents of the development.

Sec. 14.2. Defined Terms

Condominium. A building, or group of buildings, in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis.

Conservation easement. An agreement between a land owner and the City of Roswell or other government agency or land trust that permanently protects open space or green space on the owner's land by limiting the amount and type of development that can take place, but continues to leave the remainder of the fee interest in private ownership.

Courtyard. A space that is predominantly open to the sky and improved with landscaping, garden or other similar green space as an amenity to surrounding cottages.

Critical root zone. The minimum area beneath a tree which must be left undisturbed in order to preserve a sufficient root mass to give a tree a reasonable chance of survival. The critical root zone will typically be represented by a concentric circle centering on the tree's trunk with a radius equal in feet to 1.5 times the number of inches of the trunk diameter.

Curb cut. The providing of vehicular ingress and/or egress between property and an abutting street.

D

Detention. The temporary storage of stormwater runoff in a stormwater management facility for the purpose of controlling the peak discharge.

Detention facility. A detention basin or structure designed for the detention of stormwater runoff and gradual release of stored water at controlled rates.

Developer. A person who undertakes land development activities.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or permanent storage of materials.

Development activity. Any construction or expansion of a building, structure or use, any change in use of a building or structure, or any change in the use of land requiring the issuance of a building permit.

Direct light. Light emitted directly from the lamp, off of the reflector or reflector diffuser or through the refractor or diffuser lens, of a luminaire.

Drainage easement. An easement appurtenant or attached to a tract or parcel of land allowing the owner of adjacent tracts or other persons to discharge stormwater runoff onto the tract or parcel of land subject to the drainage easement.

Drip line. An imaginary perpendicular surface from a tree's branch tips down to the ground; The circular area of land surrounding the tree from the trunk to the outermost branches. This area is distinguished from, and not to be confused with critical root zone.

Dwelling. A building designed, arranged or used for permanent living and sleeping quarters.

Dwelling unit. A building, or portion of a building, designed, arranged and used for living quarters for one or more persons living as a single housekeeping unit with cooking facilities, but not including units in hotels or other structures designed for transient residence.

E

Economic development. Any development activity determined by the City of Roswell as extraordinary economic development which is construed as a revitalization effort or as a positive catalyst in shaping Roswell's economic stability.

Sec. 14.2. Defined Terms

Encumber. To legally obligate by contract or otherwise commit to use by appropriation or other official act of the City.

Engineering Director. The Engineering division manager of the department of Community Development, or their designee.

Erosion and sedimentation control plan. A plan that is designed to minimize the accelerated erosion and sediment runoff at a site during land disturbance activities.

Extreme flood protection. Measures taken to prevent adverse impacts from large low-frequency storm events with a return frequency of 100 years or more.

F

Family. A person living alone, or any of the following groups living together as a single nonprofit housekeeping unit and sharing common living, sleeping, cooking and eating facilities: (except as otherwise provided by Federal Law)

- 1) Any number of persons related by blood, marriage, adoption, guardianship, foster or other duly-authorized custodial relationship; or
- 2) A maximum of 3 unrelated persons; or
- 3) Two unrelated persons and any parents or children related to either.

Feepayer. That person who pays an impact fee, or his successor in interest, with the right or entitlement to any refund of a previously paid impact fee which is required by this ordinance and which has been expressly transferred or assigned to the successor in interest. In the absence of an express transfer or assignment of the right or entitlement to any refund of previously paid impact fees, the right or entitlement shall be deemed "not to run with the land."

Flood. A general and temporary condition of partial or complete inundation of normally dry land areas from.

- 1) The overflow of inland waters; and/or
- 2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM). An official map of a community, on which the Federal Insurance Administration has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flooding. A volume of surface water that is too great to be confined within the banks or walls of a conveyance or stream channel and that overflows onto adjacent lands.

Floodplain. Any land area susceptible to flooding, which would have at least a one percent probability of flooding occurrence in any calendar year based on the basin being fully developed as shown on the current land use plan; i.e., Area of Special Flood Hazard.

Flowing stream. Any water conveyance system, beginning at:

- 1) The location of a spring, seep or groundwater outflow that sustains streamflow; or
- 2) A point in the stream channel with a drainage area of 25 acres or more; or
- 3) Where evidence indicates the presence of a stream in a drainage area of other than 25 acres. Field studies may be required by the city engineer or designee, to verify the existence of a flowing stream.

Footcandle. A unit of illuminance on a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot. One footcandle (FC) is the equivalent of 10.76 Lux (1 Lux = 0.0929 FC).

G

Sec. 14.2. Defined Terms

Generalized wetlands map. Any U.S. Fish and Wildlife Service National Wetlands Inventory (NWI) map showing wetlands within the City of Roswell; or the water resources map of the City of Roswell if wetlands are included on said map.

Georgia Archaeological Site File. A centralized location where archaeologists access information concerning Georgia's archaeological resources. Every site is plotted on a U.S. Geological Survey topographic map, which archaeologists can examine to view the site distribution in a given area. In addition, the data from every site form are entered into a computer database. Archaeologists can use this database to gather information about many aspects of a site or sites.

Georgia Stormwater Management Manual (GSMM). The latest edit of the Georgia Stormwater Management Manual Volume 2: Technical Handbook, and its Appendices.

Glare. Light emitting from a luminaire with an intensity great enough to reduce a viewer's ability to see, and in extreme cases causing momentary blindness, or that causes annoyance or discomfort.

Grade. The ground surface at the edge of the adjacent sidewalk, curb or crown of road, whichever is highest.

Grade, natural. The existing grade or elevation of the ground surface that exists or existed prior to man-made alterations, such as grading, grubbing, filling or excavating.

Green space. See Open space.

Gross floor area. The sum in square feet of the gross horizontal area of all floors of a building measured from the interior faces of the exterior walls or from the centerline of walls separating two buildings when two buildings or units abut. Elevator shafts, stairwells, floor space used for mechanical equipment, attics, balconies and mezzanines, enclosed porches and floor area devoted to roofed accessory uses are included in the calculation of gross floor area. However, the following is not included: any space devoted exclusively to on-site parking; outdoor loading, display, storage, utility service areas; and/or uninhabited enclosed space on tops of roofs; or attic space having head room of less than 7'-10".

Group home. A residential dwelling unit containing up to 6 unrelated persons who are mentally or physically impaired who are protected under the Fair Housing Act, along with support or supervisory personnel or family members who may reside at the facility. The term mental or physical impairment includes conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. Current users of illegal controlled substances, persons convicted for illegal manufacture or distribution of a controlled substance, sex offenders, and juvenile offenders, are not considered mental or physically impaired under the Fair Housing Act. The Fair Housing Act affords no protections to individuals with or without disabilities who present a direct threat to the persons or property of others. Determining whether someone poses such a direct threat must be made on an individualized basis, however, and cannot be based on general assumptions or speculation about the nature of a disability.

H

Hedge. A row of closely planted shrubs, bushes or any kind of plant forming a boundary.

Hydrologic Soil Group (HSG). A Natural Resource Conservation Service classification system in which soils are categorized into four runoff potential groups. The groups range from group A soils, with high permeability and little runoff produced, to groups, D soils, which have low permeability rates and produce much more runoff.

I

Illuminance. The area density of the luminous flux incident at a point on the surface. It is a measure of light incident on a surface, expressed in lux or footcandles.

Impact fee. A payment of money imposed upon development activity as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development.

Sec. 14.2. Defined Terms

Impervious surface or impervious cover. A man-made structure or surface which prevents the infiltration of stormwater into the ground below the structure or surface. Examples are buildings, roads, driveways, parking lots, decks, swimming pools or patios.

Individual establishment. A single business entitled under a lease, rental agreement or other agreement with the owner of record of the property or his or her agent, or the owner of record of the property or a shareholder of the owner of record, having its own address, as assigned by the City of Roswell.

Individual fee calculation study. The documentation prepared by a feepayor to allow determination of an impact fee other than by use of the fee schedule of this ordinance as required by O.C.G.A. § 36-71-4(g).

Individual fee determination. An impact fee determined by the administrator on the basis of an individual fee calculation study.

Industrial stormwater permit. A National Pollutant Discharge Elimination System (NPDES) permit issued to an industry or group of industries which regulates the pollutant levels associated with industrial stormwater discharges or specifies on-site pollution control strategies.

Infiltration. The process of percolating stormwater runoff into the subsoil.

Interior lot: A lot other than a corner lot.

Isofootcandle plan. A site plan of a proposed development showing proposed outdoor illuminance with a series of isofootcandle lines that join points on a surface where the illuminance is the same.

J

Junk. Scrap or waste material of any kind or nature collected for resale, disposal or storage, or by accumulation.

Jurisdictional wetland. An area that meets the definitional requirements for wetlands as determined by the U.S. Army Corps of Engineers.

Jurisdictional wetland. An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Jurisdictional wetland determination. A delineation of jurisdictional wetland boundaries by the U.S. Army Corps of Engineers, as required by Section 404 of the Clean Water Act, 33 U.S.C. § 1344, as amended.

K

Kitchen. Any room or part of a room designed, built, used or intended to be used for cooking, the preparation of food or dishwashing. The presence of a range, oven or dishwasher, or utility connections suitable for serving a range or oven, shall normally be considered as establishing a kitchen.

L

Land development. Any land change, including, but not limited to, clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting and filling of land, construction, paving and any other installation of impervious cover.

Land development activity or activities. Those actions or activities which comprise, facilitate or result in land development.

Land development project. A discrete land development undertaking.

Land-disturbing activity. Scraping, plowing, clearing, dredging, grading, excavating, transporting or filling of land or placement of any structure or impervious surface, dam, obstruction or deposit, except that grubbing, home gardening or ordinary landscape maintenance shall not be considered as a land-disturbing activity.

Sec. 14.2. Defined Terms

Land disturbance permit: An official authorization issued by the Engineering Director in accordance with this Sec. 13.8.

Light emitting diode (LED): An electronic device that emits light when an electrical current is passed through it.

Light fixture. The assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror or a refractor or lens.

Lot, corner. A lot abutting upon 2 or more streets at their intersection.

Lot line, front. The front property line coincident with a street right-of-way line.

Low impact development (LID). A stormwater management approach to manage rainfall in a way which more closely mimic the natural hydrologic system at the site prior to any development. Techniques include those which infiltrate, store, filter, evaporate and detain stormwater close to the location where the rain fell.

Lot of record. A lot which is part of a subdivision, a plat of which has been recorded in the records of the Clerk of Superior Court of Fulton County; or a parcel of land, the deed of which has been recorded in the same office as of the effective date of this ordinance.

Luminaire. A complete lighting system, including a lamp or lamps and a fixture. This term shall be interpreted broadly as applying to all outdoor electrically powered illuminating devices, outdoor lighting or reflective surfaces, lamps and similar devices, permanently installed or portable, used for illumination or advertisement.

M

Manufactured home. A structure, transportable in one or more sections, which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, when erected on site, is 320 or more square feet in floor area, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems; or a structure that otherwise comes within the definition of a "manufactured home" under the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended (42 U.S.C. 5401-5445).

Metes and bounds. A system of describing and identifying land by a series of lines around the perimeter of an area; "metes" means bearings and distances and "bounds" refers to monuments both physical and legal.

Methodology report. The technical report entitled "Development Impact Fees", prepared for the City of Roswell, Georgia, December 7, 1992 and the "Road Facilities Impact Fee Study", prepared for the City of Roswell, Georgia, June 10, 1994. As of the effective date of this ordinance amendment, the methodology report shall be the chapter of the adopted Roswell comprehensive plan titled "Development Impact Fee Methods Report," as may be amended from time to time.

Midstory tree. A tree that composes the mid-layer or canopy of vegetation and will generally reach a mature height of between 30 and 50 feet.

Multi-family. Three or more dwelling units in a single principal structure.

N

Neon sign. Any sign utilizing or emulating visible neon/argon or other fluorescing gas contained in glass tubing.

New development. A land development activity on a previously undeveloped site.

Nonpoint source pollution. A form of water pollution that does not originate from a discrete point such as a wastewater treatment facility or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Nonpoint

Sec. 14.2. Defined Terms

source pollution is a by-product of land use practices such as agricultural, silvicultural, mining, construction, subsurface disposal and urban runoff sources.

Nonstructural stormwater management practice or nonstructural practice. Any natural or planted vegetation or other nonstructural component of the stormwater management plan that provided for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and green space areas, overland flow filtration areas, natural depressions, and vegetated channels.

O

Occupied. The state or condition of legally holding, possessing, utilizing or residing in a building or portion thereof.

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Open space. A portion of a development site that is permanently set aside for public or private use and contains no buildings or part of a building, parking lots, streets or alleys.

Open Space, Landscaped. See Sec. 2.2.6.

Outdoor Amenity Space. See Sec. 2.2.7.

Overstory tree. A tree that composes the top layer or canopy of vegetation and will generally reach a mature height of greater than 50 feet.

Owner. The legal or beneficial owner of a site, including but not limited to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other person, firm or corporation in control of the site.

P

Parcel. Any plot, lot or acreage shown as a unit on the latest county tax assessment records.

Peak hour. 7:00 a.m. to 8:00 a.m., or 8:00 a.m. to 9:00 a.m., or the highest 4 fifteen-minute increments within such time period for the a.m. peak hour; 4:00 p.m. to 5:00 p.m., 5:00 p.m. to 6:00 p.m., or the highest 4 fifteen-minute increments within such a time period for the p.m. peak hour.

Permit. The permit issued by the City of Roswell to the applicant which is required for undertaking any land development activity.

Personal use only. Non-commercial, personal use only.

Perennial stream. Any stream which shows on a United States Geological Survey (USGS) quadrangle map as a solid blue line and identified as a perennial stream on the water resources map.

Pollution susceptibility. The relative vulnerability of an aquifer to being polluted from spills, discharges, leaks, impoundments, applications of chemicals, injections and other human activities in the recharge area. Each significant recharge area shown on Hydrologic Atlas 18 is classified on Hydrologic Atlas 20 as high, medium or low.

Post-development. The time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.

Poultry enclosure. An enclosed area to house and control poultry.

Pre-development. The time period, or the conditions that exist, on a site prior to the commencement of any land development project. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.) The existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.

Sec. 14.2. Defined Terms

Present value. The current value of past, present or future payments, or contributions or dedications of goods, services, materials, construction or money.

Private development agreement. A mutual agreement between the City and a developer regarding development activity whereby the projects proportionate share of system improvements is funded through a source other than impact fees.

Professionally accepted. Published by the Institute of Transportation Engineers; or prepared by a qualified professional under work supervised by the City of Roswell, or prepared by a qualified professional and accepted by the director of transportation.

Project. A land development project.

Project improvements. Site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and are not system improvements. The character of the improvement shall control a determination of whether an improvement is a project improvement or system improvement and the physical location of the improvement on-site or off-site shall not be considered determinative of whether an improvement is a project improvement or a system improvement. If an improvement or facility provides or will provide more than incidental service or facilities capacity to persons other than users or occupants of a particular project, the improvement or facility is a system improvement and shall not be considered a project improvement. No improvement or facility included in a plan for public facilities approved by the City shall be considered a project improvement.

Proportionate share. That portion of the cost of system improvements which is reasonably related to the demands and needs of a project.

Protected district. A protected district includes the following districts: AG-43, RS-87, RS-30, RS-18, RS-12, RS-9, RS-6, RS-4, R-CC, R-TH, DR, CIV and PRD.

Protected critical root zone (PCRZ). Critical root zone area protected from any disturbance with active or passive tree protection techniques described in this UDC.

Protected critical root zone percent. Tree protection zone (in square feet) divided by critical root zone (in square feet) times 100.

Q

[Reserved]

R

Recharge area. Any portion of the earth's surface where water infiltrates into the ground to replenish an aquifer.

Recharge area, significant. Those areas shown in the Comprehensive Plan of the City of Roswell as significant recharge areas according to information from the Georgia Geologic Survey and as designated by the Georgia Department of Natural Resources pursuant to Rules for Environmental Planning Criteria of the Georgia Department of Natural Resources.

Recreational vehicle. Any vehicle, including motorized homes, campers, travel trailers and camping trailers, designed and/or used for temporary living or sleeping quarters or recreational purposes and equipped with wheels to facilitate movement from place to place. This definition includes other craft used for recreational purposes such as boats with or without trailers, wave runners and water-borne craft.

Redevelopment. A land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional non-point source pollution.

Sec. 14.2. Defined Terms

Regional stormwater management facility or regional facility. Stormwater management facilities designed to control stormwater runoff from multiple properties, where the owners or developers of the individual properties may assist in the financing of the facility, and the requirement for on-site controls is either eliminated or reduced.

Regulated activity. Any activity which will, or which may reasonably be expected to, result in the discharge of dredged or fill material into waters of the U.S. excepting those activities exempted in Section 404 of the Federal Clean Water Act.

Reservoir, water supply. A governmentally owned impoundment of water for the primary purpose of providing water to one or more governmentally owned public drinking water systems. This excludes the multipurpose reservoirs owned by the U.S. Army Corps of Engineers.

Retaining wall. A wall or similar structure used at a grade change to hold soil on the up-hillside from slumping, sliding or falling.

Revegetation. The replacement of trees and landscape materials into the minimum required landscape areas, as determined by the Zoning Ordinance, conditions of zoning approval or the provisions of this UDC.

Right-of-way, private. Street or other rights-of-way owned by any private entity.

Right-of-way, public. Street or other rights-of-way owned by the federal, state, or county government, the City of Roswell, or any other governmental or quasi-governmental entity.

Riparian. Belonging to or relating to the bank of a river, stream, lake, pond or impoundment.

Roof. The cover of a building, including the eaves and similar projections.

Runoff. Stormwater runoff.

S

Safety lighting. Exterior lighting that involves ensuring proper levels of illumination to provide safe working conditions, safe passage and the identification of outdoor hazards.

Security lighting. Exterior lighting installed solely to enhance the security of people and property.

Service area. The geographic limits of the City of Roswell including any future annexations.

Setback. A line demarcating that portion of the lot specified must remain devoted to a yard, and the buildable portion of the lot.

Setback with respect to a stream. The area established by section 12.2.3.A extending beyond any buffer applicable to the stream.

Shared stormwater facility. A stormwater facility that provides the benefits of stormwater management to at least two parties and has been approved by the City in accordance with the City's Shared Stormwater Facility Policy and Procedure.

Shopping center. A group of commercial establishments, planned, developed, owned and managed as a unit, with off-street parking provided on the property and related in its location, size and type of shops to the trade area which the unit serves.

Sidewalk cafe. A portion of a restaurant located outside of the principal building (unenclosed) on a public sidewalk which provides a sit down area for food and/or beverage consumption purposes or a sit-down outdoor waiting area

Significant recharge area. see Recharge area, significant.

Site. The parcel of land being developed, or the portion thereof on which the land development project is located.

Sec. 14.2. Defined Terms

Specimen tree. Any tree, as defined by this article, in fair or better condition, which qualifies for special consideration for preservation due to size, species, or condition, and which meets one of the following:

- 1) 8" dbh - Small trees such as dogwood, sourwood, cherry, etc.
- 2) 16" dbh - Midstory trees such as maple, birch, magnolia, holly, etc.
- 3) 20" dbh - Overstory hardwoods such as oak, hickory, sweetgum, ash, etc.
- 4) 30" dbh - Overstory softwoods such as pine, etc.

Specimen tree, lost. Lost specimen trees are specimen trees intended to be saved that have a protected critical zone of less than 75%.

Specimen tree, saved. Saved specimen trees have a protected critical zone of 75% or more of total critical root zone area completely protected.

Stormwater management. The collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, streambank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.

Stormwater management facility. Any infrastructure that controls or conveys stormwater runoff.

Stormwater management plan. A document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this ordinance.

Stormwater runoff. The flow of surface water resulting from precipitation.

Story. That portion of a building compromised between a floor and the floor or roof next above. The first floor of a two- or multi-story building shall be deemed the story that has no floor immediately below it that is designed for living quarters or for human occupancy. Those stories above the first floor shall be numbered consecutively.

Stream bank. The natural bank of a stream where the low water mark of such stream and the bank intersect.

Street. A dedicated and accepted public right-of-way, or a private street approved by the City, which affords the principal means of access to abutting properties.

Street frontage. The width in linear feet of each lot where it abuts the right-of-way of any public street.

Structure. Anything built, constructed or erected, or established or composed of parts joined together in some definite manner, the use of which requires location on the ground or which is attached to something having permanent location on the ground. Swimming pools, tennis courts, dog houses, and outdoor fenced animal runs are considered structures. Tents, vehicles, trailers and play equipment attached to the ground in some permanent or temporary way are considered structures. A structure may or may not be easily moved from a given location on the ground.

Subdivision. The division of a tract or parcel of land resulting in one or more new lots or building sites for the purpose, whether immediately or in the future, of sale, other transfer of ownership or land development, and includes divisions of land resulting from or made in connection with the layout or development of a new street or roadway or a change in an existing street or roadway.

System improvements. Capital improvements which are designed to provide service to the community at large, in contrast to project improvements.

System improvement costs. Costs incurred to provide additional facilities, including equipment needed to serve new growth and development for planning, design and construction, land acquisition, land improvement, design and engineering related thereto, including the cost of constructing or reconstructing system improvements or facility expansions, including but not limited to the construction contract price, surveying and engineering fees, related land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert

Sec. 14.2. Defined Terms

witness fees) and expenses incurred for qualified staff or any qualified engineer, planner, architect, landscape architect or financial consultant for preparing or updating the capital improvement element, and administrative costs equal to 3% of the total amount of the costs. System improvement costs shall also include projected interest charges and other finance costs if and to the extent the impact fees are to be used for the payment of principal and interest on bonds, notes or other financial obligations issued by or on behalf of the City to finance the capital improvement element. Such costs do not include routine and periodic maintenance expenditures, personnel training and other operating costs.

T

Temporary structure. A use or structure that is in place for only a short period of time.

Transitional Parcel. A parcel of property, which borders either Georgia State Highways GA 9 or GA 140 east of GA 9, or any parcel that borders and is directly adjacent to a currently zoned commercial parcel, except Parkway Village. For purposes of this definition, parcels in zoning categories DR and RX are not considered "commercial parcels." Any parcel within an existing subdivision, as currently shown on that City of Roswell map entitled "Subdivisions and Multi-Family Complexes" dated December 20, 2012, revised February 17, 2016, as such map may be amended from time to time, and/or any area or parcel designated as being within a Planned Residential Development (PRD) shall not be considered a Transitional Parcel.

Transportation Director. The Director of the Transportation Department of the City of Roswell, or their designee.

Tree. Any self-supporting, woody perennial plant usually having a single trunk diameter of 3 inches or more which normally attains a mature height of a minimum of 15 feet.

Tree bank. An account, maintained by the Finance Department of the City of Roswell, of funds contributed from developers as a form of alternative compliance to the requirements of this article. Funds from the tree bank are to be used solely for the purchase and planting of trees for public benefit on public property, or private property within a public easement, within the City of Roswell as authorized by the City Council.

Tree density unit. A unit of measure based on diameter breast height of trees which is used to prescribe a minimum number of trees on any given development site.

Tree in fair or better condition. A tree that meets the following criteria.

- 1) A life expectancy of greater than 15 years; and
- 2) A structurally sound trunk, not hollow and having no extensive decay, and less than 20 percent radial trunk dieback; and
- 3) For hardwoods only, no more than one major and several minor dead limbs; and
- 4) No major insect or pathological problem.

Tree Preservation/Conservation Report. A report prepared by an ISA Certified Arborist including, but not limited to, existing health conditions, prescribed treatments, tree preservation methods, techniques and/or procedures to be implemented, prior to, during and after proposed development activities.

Tree removal permit. A formal letter or permit issued by the arborist allowing for the removal of a tree from a property.

Tree save area. An area designated for the purpose of meeting tree density requirements, saving natural trees, preserving the root system of natural trees and/or preserving natural buffers.

Trip. A single or one-directional travel movement with either the origin or destination of the trip inside the study site.

Sec. 14.2. Defined Terms

Trip generation. An estimate of the number of vehicle trips that will be generated due to the new development, which is calculated based on the type and amount of land uses in the proposed development and professionally accepted trip generation rates for each such land use. Trip generation may be expressed on an average daily basis or average peak hour (a.m., p.m.), or both.

U

Understory tree. Any tree that grows beneath the overstory, and will generally reach a mature height of under 40 feet.

Utility. Public or private water or sewer piping systems, water or sewer pumping stations, electric power lines, fuel pipelines, telephone lines, roads, driveways, bridges, river/lake access facilities, stormwater systems and railroads or other utilities identified by a local government.

V

[Reserved]

W

Wall, Bearing. A wall of a structure that supports a vertical load in addition to its own.

Wall, Foundation. A part of building foundation that forms a retaining wall for the portion of building that is below grade.

Wall, Parapet. That part of a wall that extends above the roof level or a low wall along the top of a dam.

Wall, Retaining. A wall or similar structure used at a grade change to hold soil on the up-hillside from slumping, sliding or falling. Exterior facing retaining wall is located along the perimeter of a site or development with the exposed face of the wall visible to the adjoining properties. Interior facing retaining wall located along the perimeter of a site or development has an exposed face that is not visible to adjoining properties.

Wall, Screening. A wall installed to conceal or break a view, which supports no vertical weight other than its own.

Wall, Shear. A portion of a structure intended to resist lateral forces.

Water resources map. A map prepared by the City and made a part of this ordinance which identifies perennial streams and known flowing streams, and which may include other hydrologic information related to this or other articles of this Zoning Ordinance.

Water supply watershed. The area of land upstream of a governmentally owned public drinking water intake.

Wetlands. Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support - and that under normal circumstances do support — a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. The ecological parameters for designating wetlands include hydric soils, hydrophytic vegetation and hydrological conditions that involve a temporary or permanent source of water to cause soil saturation.

X

[Reserved]

Y

Yard, front. An open, unoccupied space between the front line of a building or structure and the front boundary of a lot or an existing or proposed street right-of-way and extending along the entire width of the lot.

Yard, side. An open, unoccupied space located between the side lines of a building or structure and the side boundary of a lot or an existing or proposed street right-of-way and extending along the entire length of the lot.

Sec. 14.2. Defined Terms

Yard, rear. An open, unoccupied space located between the rear line of a building or structure and the rear boundary of a lot or an existing or proposed street right-of-way and extending along the entire width of the lot.

Z

[Reserved]

(Ord. No. 2017-04-02, § 1, 4-10-2017; Ord. No. 2019-01-07, § 1, 1-14-2019; Ord. No. 2020-06-07, § 1, 6-8-2020; Ord. No. 2020-12-20, § 1, 12-14-2020; Ord. No. 2022-05-04, § 1, 5-23-2022; Ord. No. 2022-08-12, § 2, 8-22-2022; Ord. No. 2023-05-10, § 2, 5-8-2023)



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10284

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 10, Section 10.3.22 Temporary Sign Permit Required (Initiation)

Action Required:

Agenda Vote

Description:

Ordinance to amend the Unified Development Code, Article 10, Section 10.3.22 Temporary Sign Permit Required by clarifying when a on-site ground real estate sign is allowed.

Financial Impact:

N/A

Comments:

See attached

10.3.22. Temporary Sign Permit Required

The following temporary signs are permitted following issuance of a temporary sign permit.

- A. **Promotional Signs.** A temporary sign or attention getting device used to advertise a temporary special event.
1. Air- or gas-filled balloons or other devices that have a capacity for air or gas that does not exceed 3 cubic feet.
 2. Flags, signs, pennants, streamers and banners, a maximum size of 32 square feet, except official government flags.
 3. Promotional signs can be used for a period not exceeding 10 consecutive days.
 4. No temporary sign permit for a promotional sign will be issued for the same premises more than 80 days per year.
 5. No business will be issued a promotional sign for more than one sign or device per street frontage to be located on the premises at any one time. Each individual establishment within a multi-tenant center is considered to have one street frontage.
 6. No sign can be located within the public right-of-way.
- B. **Yard/Garage Sale Sign.** A temporary sign used to advertise a yard/garage sale.
1. No sign can be located within the public right-of-way.
 2. Signs must be on private property with the property owner's consent.
 3. No sign is allowed on a telephone pole, tree or traffic sign.
 4. The maximum size of a sign is 4 square feet per sign.
 5. Decals must be attached to each sign.
 6. Signs are permitted 2 days prior to sale and must be removed the day after the sale.
 7. The temporary sign permit must be displayed upon the request of any municipal officer or citizen requesting identification or proof of permission for the yard/garage sale.
 8. A maximum of 6 signs per yard/garage sale are allowed.
 9. The temporary sign permit is valid only for family use and may not exceed 3 per year.
 10. Additional requirements for yard/garage sales are in Sec. 9.8.3.
- C. **Grand Opening Signs.** A temporary sign used to advertise a grand opening or final closing sale.
1. On-premises temporary signs relating to the initial opening or final closing of a business or service are allowed, provided each sign does not exceed 32 square feet each and is not located in the public right-of-way.
 2. The Zoning Director can approve signs for a maximum period of 2 weeks for initial opening signs and 4 weeks for final closing signs, after which all signs must be removed.
- D. **Farmers' Market.**
1. One temporary banner identifying a city-approved farmers' market with a maximum size of 32 square feet is allowed no more than 24 hours before and 2 hours after the hours of operation for the farmers' market. The banner cannot be located in the public right-of-way.

2. Additional requirements for Farmers' Market are in Sec. 9.7.7.
- E. **On-Site Real Estate Signs, All Other Non-Single Family Districts.** A temporary sign erected by the owner, or their agent, advertising the real property upon which the sign is located for rent, lease, or for sale.
1. Only 1 sign is permitted per parcel for sale or lease, except that corner lots may have 1 sign per frontage, separated by not less than 50 feet.
 2. Once ~~a~~ the building is fully occupied, no on-site real estate signs are allowed on the ground; they must be located on a panel on an existing monument sign or placed in the window of an empty tenant space.
 3. The sign cannot be illuminated.
 4. Each sign cannot exceed 32 square feet in area and 10 feet in height.
 5. Signs must be removed within 10 days after the lot or building is leased, or sold.
 6. Signs cannot be located within the public right-of-way.
- F. **Construction Sign.** A temporary sign erected and maintained on premises for a proposed construction project.
1. Only 1 sign is permitted per lot or parcel, except that corner lots may have 1 sign per frontage, separated by not less than 50 feet.
 2. Each sign cannot exceed 32 square feet in area and 10 feet in height.
 3. Signs cannot be illuminated.
 4. Signs may be erected once the first development permit for the project has been issued. If development is not begun in 60 days or if construction is not continuously and actively pursued to completion, all signs must be removed.
 5. Signs must be removed upon completion of the project or when the development permit expires.
 6. Signs cannot be located within the public right-of-way.
 7. Construction Fence Wraps.
 - a. Wraps are allowed on fences securing new construction sites for the duration of the construction activity.
 - b. The wrap must be removed prior to the issuance of a Certificate of Occupancy.
 - c. The fence wrap must be maintained in good condition and be properly attached to the fence.
 - d. Messages, logos, renderings or similar information shall not exceed 30 percent of the total fence wrap area.

(Ord. No. 2022-08-12, § 1, 8-22-2022)

STATE OF GEORGIA
COUNTY OF FULTON

First Reading:
Second Reading:

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY MODIFYING SECTION 10.3.22 TEMPORARY SIGN PERMIT REQUIRED.

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

WHEREAS, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

WHEREAS, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 10, Site Development, Section 10.3.22. Temporary Sign Permit Required, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Section 10.3.22 On-Site Real Estate Signs, All Other Non-Single-Family Districts, Letter E.2 as follows:

Once ~~a the~~ building is fully occupied, no on-site real estate signs are allowed on the ground; they must be located on a panel on an existing monument sign or placed in the window of an empty tenant space.



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10287

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 10 Site Development, Section 10.3 Signs (Initiation)

Action Required:

Agenda Vote

Description:

Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Article 10 Site Development, Section 10.3.16 Signs Which Require No Permit, to clarify what type of internally illuminated window signs are allowed, and to prohibit the outlining of windows/building features with neon/LED lighting.

Financial Impact:

N/A

Comments:

See attached

10.3.16. Signs Which Require No Permit

The following types of signs are exempt from this Section except for size, height, number and location limitations contained herein.

- A. **Public Interest Signs.** Signs of a noncommercial nature and in the public interest, erected by or on the order of a public officer in the performance of their duty, such as public notices, safety sign, danger signs, trespassing signs, traffic and street signs, memorial plaques and signs of historical interest.
- B. **Traffic Movement Signs on Private Property.** Signs on private property directing traffic movement, not exceeding 3 square feet in area, and not advertising any business, service or product. Signs cannot be located within the public right-of-way.
- C. **Credit Card Identification Signs.** On-premises credit card identification signs up to 3 square feet in total area, located on the building of the business to which they relate.
- D. **Signs not Visible from the Public Right-of Way.** Any sign not visible from a public street.
- E. **Window Signs.**
 - 1. A sign installed inside a window for purposes of viewing from outside the premises. Signs cannot exceed 30% of the window area.
 - 2. Internally illuminated window signs, including exposed neon and LED, are prohibited, except as stated below.
 - ~~2. (a)~~ An exposed neon or LED window sign stating "open" that is not greater than 5 square feet in area and does not exceed 30% of the window area, limited to 1 per establishment. The sign is expressly prohibited from blinking, flashing, or fluctuating, and must not be animated in any way. ~~Neon/LED~~ signs are not allowed in the -HOD or -PV districts.
 - 3. Exposed neon or LED lighting outlining and detailing windows or building features is prohibited.
- F. **Quasi-Public Signs.** Off-premises non-illuminated school, hospital, or other quasi-public signs not exceeding 4 square feet in area. Signs cannot be located within the public right-of-way.
- G. **Public Notice Signs.** On-premises warning or similar public notice type signs not exceeding 6 square feet in area. Signs cannot be located within the public right-of-way. Signs can be placed no closer than 100 feet from one another.
- H. **Flags.** Any fabric or other flexible material containing distinctive colors, patterns or symbols used to identify a local, state, or national government or private organization designed to be flown from a flagpole.
 - 1. A maximum of 3 of the following flags are permitted per lot or site:
 - a. The official flag of The United States of America;
 - b. Any official flag of a state or territory of the United States of America;
 - c. Any official flag adopted by a member state of the United Nations;
 - d. Any official flag adopted by a sovereign nation, including Switzerland; and
 - e. Any flag that contains the official logo or trademarked symbol of the business, entity or development on which the flagpole is located.
 - 2. An individual flag cannot exceed 60 square feet in area.

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-
3. The maximum height of a flagpole is 40 feet, measured from the highest point of the flagpole to the top of the abutting sidewalk or parking area.
 4. A flagpole must be set back from a property line a distance equal to the height of the pole. For example, a flagpole 40 feet in height must be set back at least 40 feet from a property line.
- I. **Murals.** A mural or work of visual art that conforms with the following standards:
1. Is located on the wall of a building in any district, except a Residential District;
 2. Includes no text legible from a public right-of-way;
 3. Includes no logo or trademarked symbol;
 4. Includes no specific commercial product, although it may include generic products such as automobiles, furniture, soft drinks or other items where the brand is not apparent; and
 5. Includes no picture, symbol or device of any kind that relates to a commercial business, product or service offered on the premises where the wall is located.
- J. **One Percent Rule.** On premise signs attached to the outside wall of any business establishment, which are designed to identify services rendered, products sold or activities conducted on the premises are allowed provided:
1. The total area of such signs does not exceed 1% of the total area of the wall on which they are affixed; and
 2. No more than two such signs are allowed per building.
- K. **Temporary Signs Not Requiring a Permit.** The following temporary signs are allowed without the issuance of a temporary sign permit, provided they meet the specified standards below.
1. **Political Signs.** A sign identifying or urging voter support for a particular election issue, political party, or candidate for public office. A political sign cannot exceed 32 square feet in area and 8 feet in height.
 2. **Civic or Educational Institutions.** Temporary signs not exceeding 4 feet in area pertaining to drives or events of civic, philanthropic, educational, religious organizations are allowed, provided signs are posted not more than 2 days before the event and removed the day after the event.
 3. **New and Used Automobile Sales.**
 - a. New and used automobile sales establishments may display 8-inch vinyl letters professionally made, not hand lettered, indicating the price, model and year of vehicles for sale on the front windshield, not to exceed a total of 320 square inches of area per vehicle.
 - b. Establishments are allowed to use 2 of the following 3 colors: non-fluorescent white, pastel blue and yellow.
 4. **Off-Site Real Estate Directional Signs.** A temporary sign erected by the owner, or their agent, conveying the route to real property, but not located on the property itself.
 - a. Signs are allowed for a maximum period of 2 consecutive days in any one week.
 - b. A maximum of 3 signs per house/lot are allowed.
 - c. Signs must be located within 2 miles of the property to which they refer, as measured along existing streets.
 - d. No sign can be located within the public right-of-way.
 - e. Signs cannot exceed a maximum area of 4 square feet per sign.

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(Supp. No. 5)

- f. Not more than 1 sign is allowed at any "T" intersection and no more than 2 signs are allowed at any 4-way intersection.
 - g. Signs cannot have any balloons, streamers, and pennants attached to them.
 - h. Such signs cannot be illuminated.
 - i. Signs can only be placed on property with the owner's express written permission.
5. **On-Site Real Estate Signs, Single-Family Residential District.** A temporary sign erected by the owner, or their agent, advertising the real property upon which the sign is located for rent, lease, or for sale.
- a. Only one sign is permitted per lot or home for sale.
 - b. The sign cannot be illuminated.
 - c. The sign cannot exceed 6 square feet in area.
 - d. Signs must be removed within 10 days after the lot or building is leased, or sold.
 - e. Signs cannot be located within the public right-of-way.

(Ord. No. 2022-08-12, § 1, 8-22-2022)

STATE OF GEORGIA
COUNTY OF FULTON

First Reading:
Second Reading:

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY MODIFYING
SECTION 10.3.16 SIGNS WHICH REQUIRE NO PERMIT**

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Code of Ordinances and

WHEREAS, the City finds that the regulations contained in this Code of Ordinances are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 10 Site Development, Section 10.3.16 Signs Which Require No Permit, which is incorporated hereby reference.

1.

Section 10.3.16.E is amended as follows:

2. Internally illuminated window signs, including exposed neon and LED, are prohibited, except as stated below.
 - ~~2.~~ (a) An exposed neon or LED window sign stating “open” that is not greater than 5 square feet in area and does not exceed 30% of the window area, limited to 1 per establishment. The sign is expressly prohibited from blinking, flashing, or fluctuating, and must not be animated in any way. Neon/LED signs are not allowed in the -HOD or -PV districts.
3. Exposed neon or LED lighting outlining and detailing windows or building features is prohibited.



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10288

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements

Action Required:

Agenda Vote

Description:

Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements to clarify what cannot be place in City dumpsters.

Financial Impact:

N/A

Comments:

See attached

Section 24.3.6 Special Requirements.

- (a) No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city ~~forces~~staff. All waste material of this nature shall be removed by the contractor, or in the event of his failure, by the owner of the property; provided, that the owner may make application to the environmental/public works director or his/her designee may, if practical, remove the rubbish at the expense of the owner. The charge made for such service shall be determined in each case with relation to the service performed or if a hardship exists determined by the environmental/public works director or his/her designee.
- (b) Industrial wastes from factories, processing plants, dry cleaning operations and other manufacturing operations shall be collected, removed and disposed of by the operator of the enterprise.
- (c) The environmental/public works director or his/her designee may remove any waste materials for which no provision is made in this section, provided the cost that is determined by the environmental/public works director or his/her designee as being reasonable for the service performed is paid by the person making application for the removal of such waste material.
- (d) Large, bulky items shall not be placed in City dumpsters. Such items must be properly disposed of by the property owner or through an approved special collection service. Items include:
 - Pallets
 - Large furniture (including but not limited to sofas, mattresses, dressers)
 - Large appliances
 - Other bulky items

(Ord. No. 2017-07-08, § 1, Amended 7/10/2017; 2015-07-18, § 1, Added 07/13/2015)

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STATE OF GEORGIA
COUNTY OF FULTON

First Reading:
Second Reading:

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY MODIFYING
SECTION 24.3.6 SPECIAL REQUIREMENTS.**

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Code of Ordinances and

WHEREAS, the City finds that the regulations contained in this Code of Ordinances are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 24 Utilities and Services, Section 24.3.6 Special Requirements, which is incorporated hereby reference.

1.

Section 24.3.6 (a) is amended as follows:

No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city ~~forees~~ staff.

2.

Section 24.3.6 by adding;j

(d) Large, bulky items shall not be placed in City dumpsters. Such items must be properly disposed of by the property owner or through an approved special collection service. Items include:

- Pallets
- Large furniture (including but not limited to sofas, mattresses, dressers)
- Large appliances
- Other bulky items



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10341

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle

Action Required:

Agenda Vote

Description:

Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending

Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle to clarify the definition of inoperable motor vehicle.

Financial Impact:

N/A

Comments:

See attached

Section 22.4.3 Inoperable Motor Vehicle.

As used in this section, "inoperable motor vehicle," shall mean any contrivance or part thereof, propelled by power and used in the transportation of persons or property on public streets and highways, the condition of which ~~is one (1) or more of the following~~ either does not display a current license plate with current decals as required by the State of registration or one (1) or more of the following::

- (a) Wrecked;
- (b) Dismantled;
- (c) Partially dismantled;
- (d) Inoperative;
- (e) Abandoned;
- (f) Discarded.

STATE OF GEORGIA
COUNTY OF FULTON

First Reading:
Second Reading:

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY MODIFYING
SECTION 22.4.3 INOPERABLE MOTOR VEHICLE.**

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Code of Ordinances and

WHEREAS, the City finds that the regulations contained in this Code of Ordinances are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 22 Traffic and Motor Vehicles, Section 22.4.3 Inoperable Motor Vehicle, which is incorporated hereby reference.

1.

Section 22.4.3 Inoperable Motor Vehicle as follows:

As used in this section, "inoperable motor vehicle," shall mean any contrivance or part thereof, propelled by power and used in the transportation of persons or property on public streets and highways, the condition of which is one of the following either does not display a current license plate with current decals as required by the State of registration or one (1) or more of the following:

- (a) Wrecked;
- (b) Dismantled;
- (c) Partially dismantled;
- (d) Inoperative;
- (e) Abandoned;
- (f) Discarded.



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10346

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial (Initiation)

Action Required:

Agenda Vote

Description:

Ordinance to amend the Unified Development Code, Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial to allow the use in the RS-18 zoning district (as a limited use).

Financial Impact:

N/A

Comments:

See attached

STATE OF GEORGIA

First Reading:
Second Reading:

CITY OF ROSWELL

ORDINANCE TO AMEND ARTICLE 9 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING HORSE STABLE, NON-COMMERCIAL

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

WHEREAS, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

WHEREAS, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 9, Use Provisions, Section 9.7.12. - Horse Stable, Non-Commercial, of the Unified Development Code (UDC), which shall read as follows: **(additions and modifications shown in red)**.

1.

9.7.12. - Horse Stable, Non-Commercial

- A. Defined.** A structure for sheltering horses for the use and enjoyment of residents of the property.
- B. Use Standards.** Where a horse stable is allowed as a conditional use, it may be permitted subject to Sec. 13.4. and the standards below. Where a horse stable is allowed as a limited use, it is subject to the following:
1. The horse stable may only be used for non-commercial, personal purposes;
 2. The minimum lot size for the keeping of horses is ~~2 acres~~;
 - i. 2 acres, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and
 - ii. 15 acres, for parcels in the RS-18 zoning district.
 3. No more than three horses may be kept on the two acres;
 4. An additional 0.5 acres is required for each additional horse kept beyond 3 horses; and
 5. Any accessory building or structure related to the keeping of horses must be located ~~a minimum of 150 feet from any property zoned or used for residential purposes;~~
 - i. A minimum of 150 feet from any property zoned or used for residential purposes, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and
 - ii. A minimum of 100 feet from any property zoned or used for residential purposes, for parcels in the RS-18 zoning district.

2.

Severability. Should any court of competent jurisdiction declare any section or part of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

3.

Repeal of Conflicting Provisions. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

4.

Renumbering. It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Roswell, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

This Ordinance shall take effect and be in force from and after the day of its adoption, the public welfare demanding it.

The above Ordinance was read and approved by the Mayor and Council of the City of Roswell, Georgia, on the ____ day of _____ 2026.

Mary Robichaux, Mayor

Attest:

Nancy Long, City Clerk

SEAL



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10347

MEETING DATE: March 10, 2026
DEPARTMENT: Community Development
ITEM TYPE: Agenda Vote

Consideration of an ordinance to amend the Unified Development Code of the City of Roswell, Georgia by amending Article 3 Residential Districts, Section 3.4 Allowed Uses, Section 3.4.2 Use Table (Initiation)

Action Required:

Agenda Vote

Description:

Ordinance to amend the Unified Development Code, Article 3 Residential Districts, Section 3.4 Allowed Uses, Section 3.4.2 Use Table to allow horse stable, non commercial as a limited (L) use in the RS-18 zoning district.

Financial Impact:

N/A

Comments:

See attached

STATE OF GEORGIA

First Reading:
Second Reading:

CITY OF ROSWELL

ORDINANCE TO AMEND ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING HORSE STABLE, NON-COMMERCIAL

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

WHEREAS, the Mayor and Council are the governing authority of the city; and

WHEREAS, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

WHEREAS, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

WHEREAS, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

NOW, THEREFORE, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 3, Residential Districts, Section 3.4.2. – Use Table, of the Unified Development Code (UDC), which shall read as follows: (additions and modifications shown in red).

1.

3.4.2. - Use Table

| Use Category Specific Use | RESIDENTIAL | | | | | | | | | | | | Definition/ Standards |
|--|-------------|-------|-------|-------|-------|------|------|------|------|------|------|------|----------------------------|
| | AG-43 | RS-87 | RS-30 | RS-18 | RS-12 | RS-9 | RS-6 | RS-4 | R-CC | R-TH | RM-2 | RM-3 | |
| Accessory Uses | | | | | | | | | | | | | |
| Accessory uses not otherwise listed below, as determined by the Zoning Director: | P | P | P | P | P | P | P | P | P | P | P | P | Sec. 9.1.3 |

Attachment: Resolution UDC 3.4.2 - Use Table TA_CMCC 031026 (TextAmendment UDC 3.4.2--Use Table for RS-18)

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|-----------------------------|
| Accessory apartment, attached | C | L | L | L | L | — | — | — | — | — | — | — | Sec. 9.7.1 |
| Carriage house (existing lot) | C | C | C | C | C | — | — | — | — | — | — | — | Sec. 9.7.2 |
| Carriage house (lot subdivided after effective date of this code) | C | C | C | C | C | — | — | — | — | — | — | — | Sec. 9.7.2 |
| Car wash | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.3 |
| Donation bin | — | — | — | — | — | — | — | — | — | — | — | L | Sec. 9.7.4 |
| Drive-thru facility | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.5 |
| Family day care home | L | L | L | L | L | L | L | L | L | L | L | L | Sec. 9.7.6 |
| Farmers' Market | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.7 |
| Garden | L | L | L | L | L | L | L | L | L | L | L | L | Sec. 9.7.8 |
| Greenhouse, non-commercial | P | P | P | P | P | P | P | P | P | P | P | P | Sec. 9.7.9 |
| Helicopter landing area | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.10 |
| Home occupation | L | L | L | L | L | L | L | L | L | L | L | L | Sec. 9.7.11 |
| Horse stable, non-commercial | L | L | L | L | — | — | — | — | — | — | — | — | Sec. 9.7.12 |
| Kennel, hobby | L | L | C | — | — | — | — | — | — | — | — | — | Sec. 9.7.13 |
| Livestock raising | L | L | L | — | — | — | — | — | — | — | — | — | Sec. 9.7.14 |
| Outdoor dining | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.15 |

Attachment: Resolution UDC 3.4.2 - Use Table TA_CMCC 031026 (TextAmendment UDC 3.4.2--Use Table for RS-18)

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|-----------------------------|-----------------------------|
| Outdoor display | — | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.16 |
| Outdoor kitchen | P | P | P | P | P | P | P | P | P | P | L | L | Sec. 9.7.17 | |
| Outdoor storage, limited | — | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.18 |
| Outdoor storage, general | — | — | — | — | — | — | — | — | — | — | — | — | — | Sec. 9.7.19 |
| Parking, on-site | P | P | P | P | P | P | P | P | P | P | P | P | P | Sec. 9.7.21 |
| Poultry raising | L | L | L | L | L | L | L | L | L | L | L | L | L | Sec. 9.7.22 |
| Recreational vehicle parking | L | L | L | L | L | L | L | L | L | L | L | L | L | Sec. 9.7.23 |
| Solar panels, wind turbines, rainwater collection systems | P | P | P | P | P | P | P | P | P | P | P | P | P | Sec. 9.7.24 |
| Swimming pool | L | L | L | L | L | L | L | L | L | L | L | L | L | Sec. 9.7.25 |

Attachment: Resolution UDC 3.4.2 - Use Table TA_CMCC 031026 (TextAmendment UDC 3.4.2--Use Table for RS-18)

2.

Severability. Should any court of competent jurisdiction declare any section or part of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

3.

Repeal of Conflicting Provisions. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

4.

Renumbering. It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Roswell, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

This Ordinance shall take effect and be in force from and after the day of its adoption, the public welfare demanding it.

The above Ordinance was read and approved by the Mayor and Council of the City of Roswell, Georgia, on the ____ day of _____ 2026.

Mary Robichaux, Mayor

Attest:

Nancy Long, City Clerk

SEAL

Attachment: Resolution UDC 3.4.2 - Use Table TA_CMCC 031026 (TextAmendment UDC 3.4.2--Use Table for RS-18)



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10342

MEETING DATE: **March 10, 2026**

DEPARTMENT: **Transportation**

ITEM TYPE: **Agenda Vote**

Consideration of a blanket approval for the Mayor or City Administrator to sign an Intergovernmental Agreement (IGA) between Fulton County, Georgia and City of Roswell, Georgia for Transportation projects that includes acceptance of reimbursement funds for the associated water line

Action Required:

Agenda Vote

Description:

As part of the utility coordination efforts for Transportation projects, Fulton County has typically identified water facilities that must be adjusted, relocated, or upgraded to accommodate the project. Similar to past projects, Fulton County has requested the work be included in the City of Roswell's construction contract. The Intergovernmental Agreement (IGA) states the county will reimburse the City once the work is complete.

Since this is a common occurrence on Transportation projects and there is no cost to the City, staff is recommending blanket approval to execute IGA's with Fulton County.

Financial Impact:

This item triggers no financial impact to the City.

Comments:

N/A



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10343

MEETING DATE: **March 10, 2026**

DEPARTMENT: **Transportation**

ITEM TYPE: **Agenda Vote**

Consideration to award the 2026 Citywide Resurfacing Contract

Action Required:

Agenda Vote

Description:

The 2026 Citywide Resurfacing contract was advertised (ITB 26-324-L) on February 10, 2026 with responses due at 4:00pm on March 10, 2026. The lowest cost, responsive, responsible bidder will be identified prior to a vote.

Staff recommends awarding this contract at a future Mayor and Council meeting.

Financial Impact:

Funding in the amount of \$XXXX is available from the following accounts:

Capital Projects Fund in Org-35042200, Obj-522205, and Project-90001: \$3,170,971.74

LMIG State Funds in Org-33542200, Obj-522205, and Project-91033: \$ 1,136,436.22

Rec/Parks XXXXXXXXXXXXXXXXXXXX

Comments:

N/A



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10344

MEETING DATE: March 10, 2026

DEPARTMENT: Transportation

ITEM TYPE: Agenda Vote

Consideration to approve a contract amendment for Winter Construction for the completion of the Green Street Mobility project

Action Required:

Agenda Vote

Description:

The Green Street Mobility project will convert Green Street from 2-way traffic operations to a one-way southbound traffic operation. The project will also construct an 8-ft to 10-ft multi-use trail along Green Street from SR 9 to Cherry Way. Plum Tree Street will be converted from vehicular traffic to a pedestrian path, and aerial utilities will be placed underground.

In order to expedite the construction of the Green St Mobility project, staff has coordinated with the contractor of the City's new parking deck, Winter Construction, to provide an estimate to complete the work of the Green St Mobility project.

Financial Impact:

Funding in the amount of \$XXXX is available from the following accounts:

Capital Fund Org - 23042200, Obj - 541415 and Project - 92003: **\$1,184,306.62**

TSPLOST 2 Fund Org - 33742200, Obj - 541415 and Project - 92003: \$2,566,765.00

GDOT LRA Fund Org - 33542200, Obj - 522205 and Project - 91032: \$1,244,918.00

Comments:

N/A



City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10326

MEETING DATE: March 10, 2026

DEPARTMENT: Transportation

ITEM TYPE: Agenda Vote

Consideration to award the Big Creek Trail design contract to Kimley Horn and execute Task Order #1 in the amount of \$1,098,630.00 with a total budget authorization of \$1,198,630.00.

Description:

The Big Creek Greenway Community Connectivity Project will be an approximately 2-mile multi-use path that is anticipated to be 12 to 14-feet wide and will support both pedestrians and bicycles. The trail will follow along Big Creek and utilize the dedicated space under GA 400 from the GA400 Express Lanes Project. The project limits are from Old Holcomb Bridge Road to Liberty Square Park and then connecting to Big Creek Park. See Attachment for trail concept.

This project was awarded a Reconnecting Communities grant with the Federal Highway Administration (FHWA) in the amount of \$2,000,000.00 for design. The required match of \$500,000.00 is being paid by True North 400.

RFQ 25-268-T was issued to solicit Statements of Qualifications from qualified firms to provide professional planning and engineering services to the City of Roswell Transportation Department. A total of eight (8) responses were received.

Evaluation of the proposals was conducted by an evaluation committee composed of representatives from the Transportation, Finance, and Recreation and Parks departments along with representatives from True North 400. Based on the assessment of proposals using a Qualifications Based Selection (QBS) process, the evaluation committee recommends selecting Kimley Horn for this project.

The conceptual work included in task order # 1 includes the following: database preparation, MS4 and hydraulic analysis, concept report, environmental studies, and public engagement. Staff recommends approving this contract to begin concept work on this project.

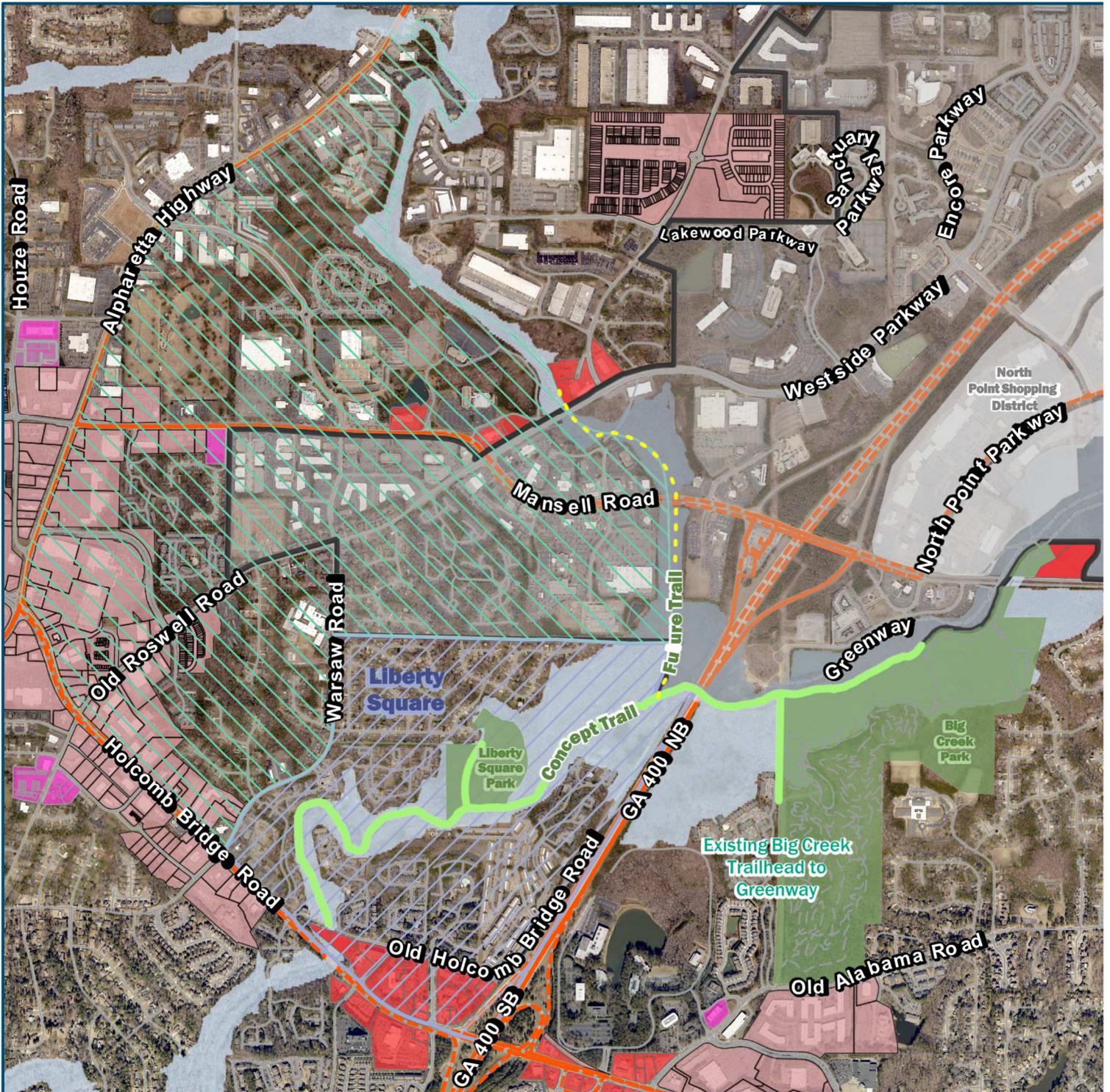
Agenda Item (ID # 10326)**Financial Impact:**

Funding in the amount of \$3,000,000.00 is available in the project account (22162000-541210-68019).

Comments:

N/A

Big Creek Trail Concept



Attachment: Big Creek Trail Concept Map (Big Creek Trail Design)

Legend

- Proposed Trail
- - - Future Trail
- Census Tract 114.20 - USDOT Historically Disadvantaged Community
- Census Tract 114.21

Zoning

- NK - Neighborhood Mixed Use
- CX - Commercial Mixed Use
- CC - Commercial Corridor
- Existing Trails
- Outside of Roswell
- North Point Shopping District
- MARTA Bus Route
- FEMA Flood Zone
- Roswell Parks

1 inch = 1,750 feet

1:21,000

0 875 1,750 Feet

Created By: Palmer Rogers Created Date: 10/6/2022 Updated Date: 10/6/2022

Document Path: \\P:\ros\GIS\Big Creek Grant Project\Big Creek Grant Project.mxd

Sources: City of Roswell GIS (2021); Esri (2021);

The City of Roswell attempts to create, use, and maintain accurate spatial data. However, the City of Roswell does not warrant the accuracy or currency of the data contained herein. All data is provided "as is," with all faults, without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.





City of Roswell
Committees of Council
AGENDA ITEM REPORT

ID # - 10349

MEETING DATE: March 10, 2026

DEPARTMENT: Administration

ITEM TYPE: Discussion

Discussion of Public Records

Action Required:

Discussion

Description:

Discussion of Public Records

Financial Impact:

N/A

Comments:

No backup documents