

CITY OF WINDER
CITY COUNCIL
AGENDA • SEPTEMBER 2, 2025
Winder Community Center
113 E ATHENS ST, WINDER, GA 30680



City Council Regular Meeting

6:00 PM

I. CALL TO ORDER

II. OPENING PRAYER

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

V. CITIZEN INPUT

VI. MONTHLY DEPARTMENT REPORTS

VI.1 Public Works Monthly Report.

VII. CONSENT AGENDA

VII.1 Consideration of a Motion to award a construction contract to Fowler Site Work Inc in the amount of \$85,822.50, and to authorize the Mayor to execute the associated agreement between Owner and Contractor for Capital Project No. UT23-12A, Earthen Dam Renovations, Winder Water Reservoir #2 (Laurel Lane Dam).

VII.2 Consideration of a Motion to authorize issuing a Purchase Order (PO) in the amount \$95,322.00 to Professional Pipeline (Annual Contractor) for a stormwater rehabilitation project, Task Order #3 - Shenandoah Circle. This is a FY26 budgeted expenditure for Stormwater 525-4320-5414000.

VII.3 Consideration of a Motion to authorize issuing a Purchase Order (PO) in the amount \$81,540.00 to Professional Pipeline (Annual Contractor) for a stormwater rehabilitation project, Task Order #2 - 206 Woodlawn Avenue. This is a FY26 budgeted expenditure for Stormwater 525-4320-5414000.

VII.4 Consideration of a Motion to authorize the issuance of a Purchase Order in the amount \$102,446.59 to Motorola Solutions for the purchase of in-car video systems for public safety vehicles. This is a budgeted expense for FY26.

VII.5 Consideration of a Motion to approve a lease renewal for 6 Porter Street with the Barrow County Chamber of Commerce.

VII.6 Consideration of a Motion related to participation in the per- and polyfluoroalkyl substances (PFAS) litigation.

- VII.7 Consideration of a Motion to execute fee agreements with Stag Liuzza, Carothers & Mitchell, and Smith, Welch, Webb & White related to representation in PFAS litigation.
- VII.8 Consideration of a Motion to declare intent to reimburse the City for certain expenditures related to the Quarry Project from bond proceeds.
- VII.9 Consideration of a Motion to approve a General Addendum to the Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan Adoption Agreement.
- VII.10 Consideration of a Motion to authorize the Mayor to approve the Final Plat for Parkway Pointe Phase 2, 445 Carl Bethlehem Rd, Bethlehem Georgia, 30620, also known as Tax Map Parcel #WN16 020A, in accordance with Chapter 28 of the Code of Ordinances, City of Winder, Georgia contingent upon a finding of regulatory compliance by staff and payment of fees.
- VII.11 First Reading and consideration to adopt an amendment to Chapter Twenty-eight (subdivisions), Article III (design standards), of the Code of Ordinances for the City of Winder regarding road design standards; to provide for an effective date; and for other purposes.
- VII.12 First Reading and consideration to adopt an amendment to Chapter Twenty-four (soil and erosion sedimentation control), Article VII (small watershed protection for Barber's Creek, Cedar Creek, Fort Yargo Lake and Laurel Lane Reservoir), of the Code of Ordinances for the City of Winder regarding watershed districts; to provide for an effective date; and for other purposes.
- VII.13 City Council - Work Session – August 28, 2025 6:00 PM
- VII.14 City Council - Executive Session – August 28, 2025 6:00 PM

VIII. REGULAR VOTING ITEMS

- VIII.1 Public Hearing and consideration of a Motion to amend the Zoning Ordinance of the City of Winder, Georgia, and the Code of Ordinances of the City of Winder, Georgia, throughout, by implementing the authority and powers of the Planning, Zoning, and Appeals Board created through prior ordinance by inserting appropriate cross-references where applicable.
- VIII.2 Public Hearing and consideration of a Motion to amend the Zoning Ordinance of the City of Winder, Georgia, and the Code of Ordinances of the City of Winder, Georgia, by changing the effective date of Ordinance W-14-25 related to the creation of the Planning, Zoning, and Appeals Board.

VIII.3 Consideration of a Motion for the approval of Enterprise Fleet Management Program for the City of Winder.

IX. EXECUTIVE SESSION

Executive Session allows discussion of matters properly excluded from the Georgia Open and Public Meetings Law (O.C.G.A. §50-14), specifically:

Pending or potential litigation, settlement, claims, administrative proceedings or other judicial actions;
Discussion of future acquisition, disposition, or lease of real estate;
Discussing or deliberating upon the appointment, employment, hiring, disciplinary action or dismissal, or performance of a public officer or employee;
Discussion of a record exempt from disclosure where consideration of the record cannot be had without disclosure of the record.

No action will be taken during this session.

X. ADJOURN

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 678-425-6805 promptly to allow the City of Winder to make reasonable accommodations for those persons.

Public Works Updates

January 2025 – July 2025

9/2/2025

Program Updates:

- Grounds Maintenance
- Leaf/Limb and Sweeper Routes
- Asphalt Repair and Street Signs
- Building Maintenance
- Events and Storm Event Management



Grounds Maintenance

- Maintaining all City downtown spaces, facilities, parks, trails and greenspaces
- Maintaining approximately 60 rights-of-way
- Approximately 4,300 work orders completed
 - Around 31 work orders daily



Leaf/Limb and Sweeper Routes

- Almost 9,000 cubic yards of debris disposed of from the sweeper and leaf/limb trucks
- Almost 8,000 stops for yard debris
 - Roughly 56 stops per day. That's around 6 minutes per stop.



Asphalt Repair and Street Signs

- Over 175 potholes and utility repairs made
- Approximately 30 large asphalt patches made
- 210 new MUTCD street signs installed, including new posts/anchors and damaged signage.



New Stop sign install



Raised curb at Chimneys





Building Maintenance

- Over 350 work orders completed:
 - Inspections, general electric and plumbing maintenance, medium sized construction projects.



Installed conduit and repaired sheetrock for Engineering/HR conference room.



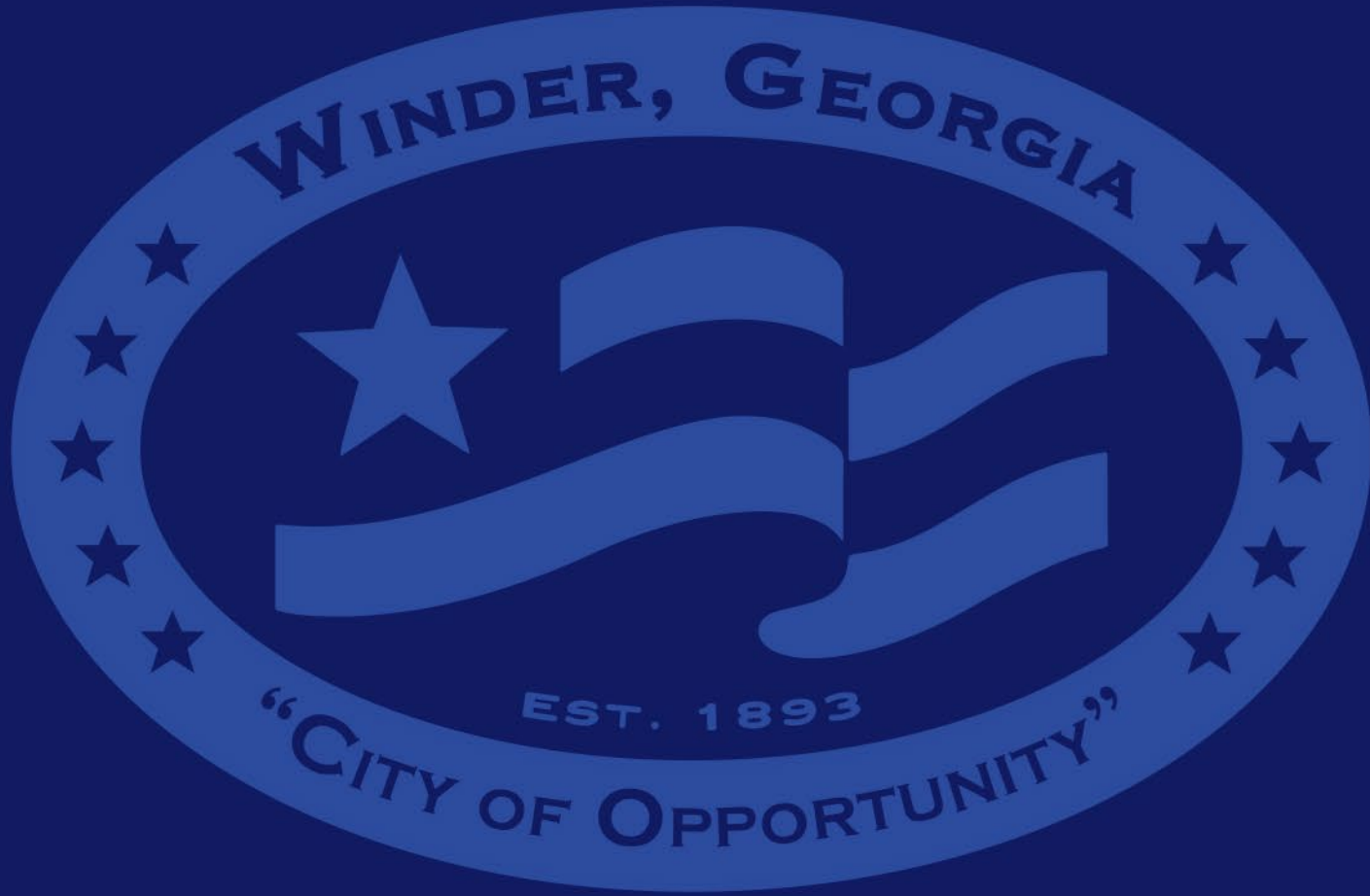
Events and Storm Event Management

- Crews spent approximately 300 man hours assisting with multiple events and approximately 150 hours after hours for different storm events.





Thank You!



COUNCIL MEMBERS
Stephanie Britt
Power Evans
Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

TO: Mayor and City Council

FROM: Clint Cannon, Director of Public Works & Capital Projects
Horace Gee, Director of Utilities
Robert Cheshire, PE, Asst. City Engineer

DATE: September 2, 2025

RE: **Consideration of a Motion to Award a Construction Contract to Fowler Site Work, Inc, in the amount of \$85,822.50, and to authorize the Mayor to execute the associated agreement between Owner and Contractor for Capital Project No. UT23-12A, Earthen Dam Renovations, Winder Water Reservoir #2 (Laurel Lane Dam). Due to the nature of the work associated with this project, and the unknown subsurface conditions to be encountered, staff is requesting a contingency of \$8,500 (approx. 10%) and funding of \$10,000 to provide for on-site inspections by the Design Engineers, Carter Engineering, making the total requested project budget \$104,322.50. This is a budgeted project that will be funded from fund 520-4430-5414000.**

Background:

During a periodic inspection of the City owned dams as required by the State of Georgia, it was discovered that the downstream, internal drainage system for the referenced dam was not functioning properly. Upon this finding, the City obtained the services of a consulting engineer and a geotechnical firm to evaluate the situation and develop construction documents to be used to solicit sealed bids from qualified contractors.

Bidding Process:

Staff solicited sealed bids for the referenced project which were publicly opened on August 7, 2025. Four (4) bids were received. Fowler Site Work, Inc., was determined to be the lowest qualified bidder. The other three (3) bids, in order of total bid amount, were as follows:

- McDaniel Utilities, Inc.: \$93,120.00
- North Ga Concrete, Inc.: \$124,904.00
- Gunnells Const. Co. \$130,000.00

The bids were based on unit costs. Based on assessments of the low bid, and the required qualifications and experience provided by the low bidder, the City's Project Design Engineers, Carter Engineering, have recommended awarding the construction contract to Fowler Site Work, Inc. for \$85,822.50.

Recommendation: Staff recommends approval.

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MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

Memorandum

TO: Mayor and City Council

FR: Horace Gee

Date: September 2, 2025

RE:

Consideration of a Motion to authorize issuing a Purchase Order (PO) in the amount \$95,322.00 to Professional Pipeline (Annual Contractor) for a stormwater rehabilitation project, Task Order #3 - Shenandoah Circle. This is a FY26 budgeted expenditure for Stormwater 525-4320-5414000.

Background:

This is a Stormwater Rehabilitation project modifying a catch basin and headwall. The contractor will be installing some 1,000 linear feet of pipe to repair and replace failing infrastructure. This area has seen significant changes over the years, and the rainwater flowing into this conveyance system is routinely inundated with most any rain event. This rehabilitation project will address these issues by replacing the existing pipe with a larger diameter pipe to transfer the water into a neighboring stream.

Recommendation:

Staff recommends approval.

Professional Pipeline LLC

2472 Autumn Maple Drive

Braselton Ga, 30517

Christopher A. Opolka

Owner/President

678-878-7314

Chris@professionalpipeline.net

Proposal Cover Sheet

Project: Shenandoah Drainage Easement

Location: Winder, GA

Date of Proposal: 8/4/2025

Notes:

Professional Pipeline LLC
2472 Autumn Maple Drive
Braselton, GA 30517

Proposal: Shenandoah Drainage Easement

Job Location: Winder, GA

Date: 8/1/2025

Item No.	Description	Quantity	Units	Unit Price	Total Cost
	1. Fixed Price Section				
1001	Material Allowance	1.7	LS	\$ 10,000.00	\$ 17,000.00
			Subtotal:		\$ 17,000.00
	2. Erosion Control				
2009	Ss, Soil Stabilization - Matting Blankets	2120	SY	\$ 2.10	\$ 4,452.00
2010	Permanent Grassing	2120	SY	\$ 1.00	\$ 2,120.00
2011	Permanent Grassing - Sod	300	SY	\$ 10.00	\$ 3,000.00
2012	Storm Outlet Protection - Rip Rap	100	SY	\$ 45.00	\$ 4,500.00
2017	Tree Removal	25	EA	\$ 1,250.00	\$ 31,250.00
			Subtotal:		\$ 45,322.00
	5. Storm Drainage				
5034	Ditch Grading	950	LF	\$ 25.00	\$ 23,750.00
			Subtotal:		\$ 23,750.00
	6. Pavements & Miscellaneous				
6018	Traffic Control	4	Day	\$ 1,250.00	\$ 5,000.00
			Subtotal:		\$ 5,000.00
	7. Mobilization				
7001	Project Mobilization	1	EA	\$ 4,250.00	\$ 4,250.00
			Subtotal:		\$ 4,250.00
			GRAND TOTAL		\$ 95,322.00

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City of Winder

Memorandum

TO: Mayor and City Council

FR: Horace Gee

Date: September 2, 2025

RE: **Consideration of a Motion to authorize issuing a Purchase Order (PO) in the amount \$81,540.00 to Professional Pipeline (Annual Contractor) for a stormwater rehabilitation project, Task Order #2 - 206 Woodlawn Avenue. This is a FY26 budgeted expenditure for Stormwater 525-4320-5414000.**

Background:

This is a Stormwater Rehabilitation project modifying a catch basin and headwall. The contractor will be installing some 500 linear feet of pipe to repair and replace failing infrastructure. This area has seen significant changes over the years, and the rainwater flowing into this conveyance system is routinely inundated with most any rain event. This rehabilitation project will address these issues by replacing the existing pipe to transfer the water into a neighboring stream.

Recommendation: Staff recommends approval.

Professional Pipeline LLC

2472 Autumn Maple Drive

Braselton Ga, 30517

Christopher A. Opolka

Owner/President

678-878-7314

Chris@professionalpipeline.net

Proposal Cover Sheet

Project: 206 Woodlawn

Location: Winder, GA

Date of Proposal: 8/4/2025

Notes:

Professional Pipeline LLC
2472 Autumn Maple Drive
Braselton, GA 30517

Proposal:206 Woodlawn Ave
Job Location:Winder, GA
Date:8/4/2025

Item No.	Description	Quantity	Units	Unit Price	Total Cost
	1. Fixed Price Section				
1001	Material Allowance	1.5	LS	\$ 10,000.00	\$ 15,000.00
1002	Testing Allowance	0.15	LS	\$ 10,000.00	\$ 1,500.00
			Subtotal:		\$ 16,500.00
	2. Erosion Control				
2001	Unsuitable Materials	40	CY	\$ 40.00	\$ 1,600.00
2012	Storm Outlet Protection - Rip Rap	20	SY	\$ 45.00	\$ 900.00
2017	Tree Removal	5	EA	\$ 1,250.00	\$ 6,250.00
2018	Tree Removal	1	EA	\$ 1,750.00	\$ 1,750.00
			Subtotal:		\$ 10,500.00
	5. Storm Drainage				
5002	30"-36" RCP	178	LF	\$ 70.00	\$ 12,460.00
5007	30"-36" Concrete Headwall	1	EA	\$ 300.00	\$ 300.00
5022	5' Dia. Junction Box (brick)	1	Ea	\$ 4,000.00	\$ 4,000.00
5025	5' Dia. Yard Inlet (brick)	1	Ea	\$ 4,000.00	\$ 4,000.00
5027	Demolish Storm Structure	3	EA	\$ 1,500.00	\$ 4,500.00
5032	Remove Storm Pipe 30" or Larger	178	LF	\$ 35.00	\$ 6,230.00
5034	Ditch Grading	20	LF	\$ 25.00	\$ 500.00
			Subtotal:		\$ 31,990.00
	6. Pavements & Miscellaneous				
6001	Pavement Removal	20	SY	\$ 15.00	\$ 300.00
6002	Asphalt Road Removal/Repa	20	SY	\$ 50.00	\$ 1,000.00
6008	Asphalt Paving	30	Tn	\$ 275.00	\$ 8,250.00
6018	Traffic Control	7	Day	\$ 1,250.00	\$ 8,750.00
			Subtotal:		\$ 18,300.00
	7. Mobilization				
7001	Project Mobilization	1	EA	\$ 4,250.00	\$ 4,250.00
			Subtotal:		\$ 4,250.00
			total		\$ 81,540.00

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MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

Memorandum

TO: Mayor and City Council

FR: John Rorke, Chief Information Officer

Date: September 2, 2025

RE:

Consideration of a Motion to authorize the issuance of a Purchase Order in the amount \$102,446.59 to Motorola Solutions for the purchase of in-car video systems for public safety vehicles. This is a budgeted expense for FY26.

Background: The existing video platform in use at the Police Department is no longer sold or serviced. Frequent issues cameras breaking or other equipment malfunctions has made this a necessary replacement. These new cameras integrate into the existing platform our body cameras are on, storing all video in a single location and making management of the video files much more efficient. Chief Whiting has also requested cameras for all Fire Department vehicles, which are included in this purchase request.

Recommendation: Staff recommends approval.

08/04/2025

WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680

RE: Motorola Quote for Winder PD - 30 M500, 5 Year TCO,

Dear Rob Curott,

Motorola Solutions is pleased to present WINDER POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WINDER POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Demeri Pajic at Demi.Pajic@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Demeri Pajic

Billing Address:
WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680
US

Shipping Address:
WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680
US

Quote Date:08/04/2025
Expiration Date:10/03/2025
Quote Created By:
Demeri Pajic
Demi.Pajic@
motorolasolutions.com

End Customer:
WINDER POLICE DEPARTMENT
Rob Curott
rob.curott@cityofwinder.com
678-425-6852

Contract: 36874 - Sourcewell - Mobile
Video 101223-MOT
AGREEMENT: WG AGREEMENT
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
Video as a Service						
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE*	30	5 YEAR	\$7,425.00	\$222,750.00
2	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	30		Included	Included
3	WGB-0700A	M500 IN-CAR SYSTEM FRONT/ PASSENGER CAM*	30		Included	Included
4	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/ UPLOAD DOCK - VIDEO-AS-A-SERVICE	30	5 YEAR	\$225.00	\$6,750.00
5	WGW00502	M500 EXTENDED WARRANTY	30	5 YEAR	Included	Included
6	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	30	5 YEAR	Included	Included
7	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZA NT	30		Included	Included
8	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	30		Included	Included



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

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
9	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	23102		\$1.00	\$23,102.00
Subtotal						\$334,877.50
Total Discount Amount						\$82,275.50
Grand Total						\$252,602.00(USD)



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
				\$23,102.00
Upfront Subscription Fee				
	Video as a Service	Annually		\$45,900.00
Sub Total:				\$69,002.00
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$45,900.00	\$45,900.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$45,900.00	\$45,900.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$45,900.00	\$45,900.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$45,900.00	\$45,900.00
Sub Total:				\$183,600.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$252,602.00

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- 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.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS **VIDEO-AS-A-SERVICE OVERVIEW**

QUOTE-3235311
nder PD - 30 M500, 5 Year TCO,

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



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MOTOROLA SOLUTIONS

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

QUOTE-3235311
nder PD - 30 M500, 5 Year TCO,

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



M500 IN-CAR VIDEO SYSTEM

SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



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.

- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



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.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



08/05/2025

WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680

RE: Motorola Quote for Winder FD - M500

Dear Matt Whiting,

Motorola Solutions is pleased to present WINDER POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

WatchguardHGABUYSCONTRACTNUMBER# EF21-B43

This information is provided to assist you in your evaluation process. Our goal is to provide WINDER POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Demeri Pajic at Demi.Pajic@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Demeri Pajic

Billing Address:
WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680
US

Shipping Address:
WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680
US

Quote Date:08/05/2025
Expiration Date:10/04/2025
Quote Created By:
Demeri Pajic
Demi.Pajic@
motorolasolutions.com

End Customer:
WINDER POLICE DEPARTMENT
Matt Whiting

Contract: 36874 - SOURCEWELL MOBILE
VIDEO-101223-MOT
AGREEMENT: WG AGREEMENT
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.

WatchguardHGABUYSCONTRACTNUMBER# EF21-B43

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	Video as a Service					
1	WGW00502	M500 EXTENDED WARRANTY	6	5 YEAR	Included	Included
2	SSV00S01450B	LEARNER LXP SUBSCRIPTION	6	5 YEAR	\$0.00	\$0.00
3	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	6	5 YEAR	Included	Included
4	WGB-0190A	HIFI MIC MUTABLE KIT W BKTS, CAT5 CABLE	6		Included	Included
5	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GHZA NT	6		Included	Included
6	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	6		Included	Included
7	WGP01475	UNIVERSAL HIFI MICROPHONE BASE BRACKET	6		Included	Included
8	WGP01566-350	ACCESS POINT, MIKROTIK, 802.11AC, 5GHZ	1		\$187.50	\$187.50



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

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
9	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1		\$18.75	\$18.75
10	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	6	5 YEAR	\$7,425.00	\$44,550.00
11	WGB-0700A	M500 IN-CAR SYSTEM FRONT/PASSENGER CAM	6		Included	Included
12	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	7701		\$1.00	\$7,701.00
13	WGA00995-KIT	M500 EXTERIOR CAMERA KIT	6		\$356.25	\$2,137.50
14	WGA00995	ASSEMBLY, M5E, EXTERNAL CAMERA, W/ BKTS	6		\$0.00	\$0.00

Subtotal \$74,551.25

Total Discount Amount \$19,956.50

Grand Total \$54,594.75(USD)



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
				\$10,044.75
Upfront Subscription Fee				
	Video as a Service	Annually		\$8,910.00
Sub Total:				\$18,954.75
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$8,910.00	\$8,910.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$8,910.00	\$8,910.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$8,910.00	\$8,910.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$8,910.00	\$8,910.00
Sub Total:				\$35,640.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$54,594.75

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- WatchguardHGABUYSCONTRACTNUMBER# EF21-B43
- 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.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

VIDEO-AS-A-SERVICE OVERVIEW

QUOTE-3236680
Winder FD - M500

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



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MOTOROLA SOLUTIONS

VideoManager EL Cloud Solution Description

QUOTE-3236680
Winder FD - M500

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.



M500 IN-CAR VIDEO SYSTEM

SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



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.

- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



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.

- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



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.

- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



08/04/2025

WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680

RE: Motorola Quote for Winder PD - LPR Integration

Dear John Rorke,

Motorola Solutions is pleased to present WINDER POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WINDER POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Demeri Pajic at Demi.Pajic@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Demeri Pajic

Billing Address:
WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680
US

Shipping Address:
WINDER POLICE DEPARTMENT
94 N BROAD ST
WINDER, GA 30680
US

Quote Date:08/04/2025
Expiration Date:10/03/2025
Quote Created By:
Demeri Pajic
Demi.Pajic@
motorolasolutions.com

End Customer:
WINDER POLICE DEPARTMENT
John Rorke
john.rorke@cityofwinder.com

Contract: 36273 - SOURCEWELL 042021-MOT

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	LPR Integrations and Parking						
1	WGS00224	M500 BASIC ALPR ANNUAL SERVICE	5	1 YEAR	\$549.96	\$549.96	\$2,749.80
2	RMT-IC-LPR	REMOTE IN-CAR LPR SETUP	1		\$200.00	\$160.00	\$160.00
	Investigative LPR Applications						
3	VS-VM-HS	SOFTWARE,VEHICLEMANAGER HOSTED SUBSCRIPTION*	1	1 YEAR	\$3,500.04	\$3,500.04	\$3,500.04
4	VS-CD-HS	SOFTWARE, COMMERCIAL DATA SUBSCRIPTION	1	1 YEAR	\$7,750.00	\$7,750.00	\$7,750.00
5	ACC-SFT-ENBL	ACCOUNT/SOFTWARE ENABLEMENT	1		\$330.00	\$330.00	\$330.00
Subtotal						\$14,529.84	
Total Discount Amount						\$40.00	
Grand Total						\$14,489.84(USD)	

Notes:

- Additional information is required for one or more items on the quote for an order.



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

- 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.



Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement 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 Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of _____.

5. Purchase Order Requirements (Customer check one only)

☐ Purchase Order is issued and attached.

☐ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issues against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____



LPR INTEGRATIONS & PARKING SOLUTION DESCRIPTION

LINC SOLUTION

Using the Motorola ALPR Engine, LinC leverages existing infrastructure to transform non-ALPR cameras into high-performing ALPR systems. LinC software analyzes camera and VMS streams to extract ALPR events, enhances the data with location, time, and vehicle details, and integrates seamlessly with VehicleManager Enterprise for comprehensive data management.



Key Features and Benefits:

- **Integration with Existing Hardware:** This solution utilizes existing VMS cameras, and processing can be done either centrally or at the edge to offer compatibility with any level of network infrastructure.
- **Comprehensive Data Management:** Integrates with VehicleManager Enterprise for centralized data storage and management.
- **Real-Time Processing:** Processes VMS-supported RTSP feeds into ALPR detections in real time and allows real-time alerting from the Vehicle Manager through email, TAS, and Mobile Companion.
- **Enhanced Cloud Processing:** This technique combines local processing of HD video streams with subsequent cloud-based vehicle detail analysis to enhance metadata collection and accuracy.
- **Flexible Compatibility:** Supports ONVIF or RTSP-compatible cameras with specific technical requirements.

AVIGILON CAMERA INTEGRATION

The Avigilon Camera Integration allows customers to convert their non-ALPR Avigilon cameras into ALPR-capable devices. This integration incorporates ALPR data within the VehicleManager Enterprise back-office solution, providing a scalable, secure, and fully integrated data management system.

Key Features and Benefits:

- **Engineering Support:** Includes ongoing support, new integrations and security patching.
- **Integration Services:** Facilitates local device configuration and troubleshooting without requiring additional development.
- **Camera Mapping:** Provides detailed geocode mapping and camera-specific filtering for precise ALPR data management.
- **Full Data Management:** Offers secure storage, access control, and watchlist alerting based on site retention policies.
- **Image and Advanced Analytics:** Enables post-processing of images for vehicle details and offers comprehensive search and trend analysis capabilities.

COMPETITIVE INTEGRATION

The Competitive Integration solution enables customers to integrate their third-party ALPR hardware with the VehicleManager back-office system. This integration ensures seamless data ingestion and management, allowing federated queries and data sharing as if sourced directly from Motorola cameras.



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.

Key Features and Benefits:

- **Engineering and Integration Support:** Provides updates, new integrations, security patching, and data migration services.
- **Seamless Installation:** Ensures easy installation and configuration without additional development requirements.
- **Detailed Camera Mapping:** Allows precise 1:1 camera mapping, geocode mapping, and specific camera filtering.
- **Robust Data Management:** Supports data storage based on agency retention policies and integrates with national data-sharing programs.
- **Advanced Image Analytics:** Processes ALPR data for detailed vehicle information and facilitates advanced vehicle search and analysis.

WATCHGUARD INTEGRATION

The WatchGuard ICV integration enhances existing camera systems by enabling license plate recognition and real-time data transmission to CarDetector Mobile (CDM). This integration supports immediate alerting, data synchronization, and scalable expansion of LPR capabilities.

Key Features and Benefits:

- **On-Device LPR:** M500 cameras use an on-device engine to provide immediate license plate recognition.
- **Real-Time Alerts:** Data sent to CDM triggers hotlist alerts, ensuring quick response to critical information.
- **CDM Feature Access:** Utilizes advanced CDM features like Mobile Hit Hunter for improved alert management.
- **Data Synchronization:** Supports hotlist synchronization and detection sharing through the VehicleManager platform.
- **Scalability:** Allows for easy addition of more LPR cameras, ensuring expandable coverage and enhanced situational awareness.

PARKING TOOLKIT

Our customizable Parking Toolkit offers a comprehensive solution for managing and enforcing parking regulations. It supports fixed camera installations in garages and mobile enforcement, providing features like permit verification, digital chalking, and real-time occupancy statistics tailored to specific locations and schedules.

Key Features and Benefits:

- **Permit Enforcement:** Helps ensure only authorized vehicles park in designated areas, increasing compliance.
- **Digital Chalking:** Automates vehicle marking to monitor parking durations and enforce time-limited regulations.
- **Duplicate Permit Detection:** Identifies and prevents fraudulent permit usage, ensuring fair parking practices.
- **Excessive Detection Monitoring:** Tracks and reports excessive detections to address permit misuse.
- **Flexible Zone Setup:** Allows the creation of geo-zones or manual zones for precise parking enforcement.
- **Customizable Permit Schedules:** Enables tailored enforcement rules based on specific times and days.
- **Occupancy Statistics:** Provides real-time data on parking occupancy for efficient space management.



INVESTIGATIVE LPR APPLICATIONS VEHICLEMANAGER SOLUTION DESCRIPTION

VEHICLEMANAGER / VEHICLEMANAGER ENTERPRISE

VehicleManager / VehicleManager Enterprise is a vehicle location intelligence solution that builds on traditional license plate recognition with patented, powerful analytics, transforming license plate data into actionable intelligence.



Key Features and Benefits:

- **Advanced Search Capabilities:** Easily search and review vehicle location history, predict future locations, and conduct complete and partial plate searches with date and time filters.
- **Comprehensive Data Display:** View detection data on a timeline and map, integrated with Google Street View for detailed location insights.
- **Geo-Fence and Filter Options:** Create geo-fences, set time and date ranges, and apply vehicle year, make, and model filters to refine search results.
- **Associated Analytics:** Identify vehicles traveling with or parked near a target vehicle, enhancing situational awareness.
- **Hot List Management and Alerts:** Configure hot lists and receive alerts when vehicles of interest are detected, with options for sharing lists with partner agencies.
- **Secure Data Management:** Manage LPR camera systems, integrate data from various sources, control data retention based on local laws, and share data securely using built-in MOU templates.
- **Robust Security Measures:** Ensure data protection with end-to-end encryption, user authentication, detailed audit logs, and routine system updates for security and new features.



INVESTIGATIVE LPR APPLICATIONS COMMERCIAL DATA SOLUTION

DESCRIPTION

COMMERCIAL DATA

Commercial Data is a subscription service providing access to commercial license plate recognition (LPR) scans. This commercial data set is maintained separately from law enforcement and enterprise data to meet CJIS compliance requirements.



Key Features and Benefits:

- **Extensive Data Access:** Access a vast database of commercial LPR scans, enhancing vehicle location insights with a greater quantity of data points.
- **Compliance and Security:** Ensure data integrity and compliance with CJIS requirements by maintaining separate databases for commercial and law enforcement data.
- **Improved Location Insights:** Leverage the extensive commercial dataset to generate more accurate and comprehensive vehicle location insights.



LICENSE PLATE RECOGNITION TECHNOLOGY STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of fixed or mobile License Plate Recognition (LPR) technology(s) and your License Plate Recognition Technology solution, if Deployment or Installation Services are purchased as part of the Contract. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your License Plate Recognition Technology system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. The Customer is responsible for acquisition and use of a remote access tool that complies with the regulations controlling use of the remote access tool. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.



FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our LPR and License Plate Recognition Technology offerings require compliance with the *FBI-CJIS Security Policy* (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's LPR system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the *CJIS Security Policy Section 5.12 Personnel Security* related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring *CJIS Section 5.12 Personnel Security* screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.



The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities (if applicable)

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct status calls with the Customer throughout the Project up to and including Go-Live.

System Technologist

The System Technologist (ST) will work with the Customer's Project Team on:

- Camera programing
- Camera alignment



- Licensed Software Training
- Develop and submit Start Up and Commissioning Sign Off (SSU&C)

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training in accordance with the Training Plan provided to the Customer.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car and fixed LPRs. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include (but are not limited to) the following:

Required Training

- SSU&C Onsite Training
 - Included Certification testing completed and passed
- Networking (must meet one of the following three requirements)
 - CompTia Network + Certification
 - Networking Degree in IT
 - Basic Networking RDS003
- ASE Certification for Mobile Installers
- Electrical Certification
 - Electrical Certification/Permitting
 - Low Voltage Certification
 - High Voltage Certification
- Equipment Certification
 - Bucket Truck Certification
 - Any applicable testing equipment certification

Other responsibilities the Motorola-certified installer may be involved in include the fixed and/or mobile installation of cellular routers, wired networks, poles, trenching, and conduit runs as well as the manufacturing and/or service of trailers. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support and Services Team

The Customer Support and Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities (if applicable)

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.



Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources, if applicable to the solution.
- Assume responsibility for all fees pertaining to licenses, permits, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.



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- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Monitor firmware updates
- Implement changes to Customer infrastructure in support of the proposed system.

Agency Manager

The Agency Manager will act as the primary POC upon project completion.

- Push internal requests for updates through appropriate channels
- Monitor all firmware updates and all other security measures for physical hardware as required by the Customer internal policies
- Administer users
- Audit reports
- Manage Hotlist and Hotlist functionality
- Attend Agency Manager training
- Oversee or act as the training POC
- Ensure all Authorized Users are aware of usage restrictions and any applicable terms related to the use of the LPR System
- Controls appropriate use and data storage policies as well as procedures for the data maintained outside the LPR system. This includes when any information is disseminated, extracted or exported out of the LPR system
- Controls and is responsible for developing the policies, procedures, and enforcement for applying deletion/purging and dissemination rules to information within and outside of the LPR system.
- Ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and implementation process. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on workflows and department policies related to the proposed system.

General Customer Responsibilities (If Applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- **Customer Site.** If the Solution is to be installed at a Customer location ("Site"), the Solution will only be installed and/or evaluated at the Customer sites identified.
- Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. This includes, but is not limited to providing a traffic safety plan to facilitate the safe deployment of all Equipment that is installed on, over, or near Sites with active roadways. 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. The Equipment used for the Services will only be located at such site.
- If the Solution is to be accessed remotely, Customer will only access Solution in the manner described by Solution documentation or as otherwise instructed by Motorola.



- Site Conditions and Issues. 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 and Services. 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.
- All costs associated with permitting.
- Supply a proper power source to all Motorola Solutions provided equipment.
- Provide ALL points of attachment for hardware that include fixed LPR Cameras and associated equipment and ensuring all equipment is attached in accordance with local policies and codes.
- Supply any new infrastructure required to mount or attach the Motorola Solutions hardware to.
- Trenching as required for the purpose of running electrical power
- All poles and existing infrastructure that are not being purchased from Motorola as part of the LPR solution.
- All Utility locates needed for impacted areas.
- Providing the communications point of attachment for each site.
- When cellular service is used as the point of connection, customer is responsible for providing cellular service and SIM cards if they are not being purchased from Motorola as part of the LPR solution.
- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- All work is to be performed by Motorola-certified installers. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Electronic versions of any documentation associated with business processes identified.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.
- Manage the Hotlist in accordance with the rules and regulations of the Customers State.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to fixed and mobile equipment.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.



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- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

Project Planning Session (if applicable)

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Confirm Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in associated training portals.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.



Motorola Deliverables

- Project Kickoff Meeting Agenda.

Project Kickoff (if applicable)

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The Detail Design Review (DDR), if applicable, is completed during the pre-sales process and normally completed prior to Contract award. Delay in the DDR review may impact the project schedule. Motorola will not be responsible for additional costs or delays incurred for Customer requested changes to the DDR.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss Mobile LPR equipment installation activities and responsibilities.
- Discuss Fixed LPR installation activities and responsibilities.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Review the DDR, arranging for additional meeting for review as needed
- Review the Credentials Form
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the Training Plan.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Grant Motorola Support access in the License Plate Recognition Technology program
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.

Motorola Deliverables

- Project Kickoff Meeting Minutes
- Deployment Checklist



PROJECT EXECUTION

Hardware Procurement and Installation (if applicable)

Motorola will procure contracted hardware as part of the ordering process. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Verify remote connection to hardware.
- The installer will be responsible for installing all Motorola provided hardware.
- Installer will utilize a certified electrician when wiring power to equipment.
- Verify whether the hardware is properly installed, connected to the network, and positioned to capture license plate data. (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Provide Motorola with the correct IP address(es) for configuration
- Ensure the Customer's network is operational.
- Inventory LPR equipment after arrival at Customer location.
- Procure Customer-provided equipment and make it available at the installation location.
- Install backend server in Customer's designated area (if applicable).
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.)(if applicable).
- Verify the server is connected to the Customer's network and installed for use.(if applicable)
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to License Plate Recognition Technology
- Install Customer-supplied Access Points (if applicable).
- Verify all equipment directly connected to power is properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying all equipment is connected to their network
- Confirm access to installed software on Customer-provided workstation(s).

Motorola Deliverables

- Contracted Equipment



Mobile LPR Camera System (If Applicable)

The Motorola-certified installer will complete the installation of the Mobile LPR system(s) within the Customer-provided vehicle(s) or selected location. The installer may also be responsible for installing cellular routers or Wi-Fi radios inside the vehicle(s) for wireless upload of video and images.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of Mobile LPR cameras. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of Mobile configurations completed. If the Customer requires the ST to complete the full contractual number of Mobile LPR Cameras at a later date and time, additional cost may be incurred.

Note – The Pricing Page will reflect the Mobile LPR installation services by Motorola if Motorola is responsible for the installations.

Motorola Responsibilities

- Setup server for Mobile LPR digital video recorder (DVR) configuration.
- Create configuration USB used to complete Mobile LPR hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of Mobile LPRs.
- Complete Mobile LPR configuration on a single vehicle, and validate the configuration with the Customer.
- Point and aim the Mobile LPR camera for image capturing.
- Install Licensed Software on Customer-provided mobile data terminal (MDT)
- Configure MDT Network Card
- Enable AI in Video Manager
- Configure NetMotion (if applicable)
- Receive Customer approval to proceed with remaining Mobile LPR configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed Mobile LPR hardware configurations.
- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to the Mobile LPR (if applicable).

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete Mobile LPR hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for Mobile LPR hardware configuration(s).
- Make Mobile LPR hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of installation.

Motorola Deliverables

- Complete Configuration and camera aiming as it applies to the proposed solution.



Fixed LPR Camera System Configuration (If Applicable)

The Motorola-certified installer will complete the installation of the Fixed LPR system(s) within the Customers designated locations. The installer may also be responsible for installing cellular routers or Wi-Fi radios for wireless upload of video and images. In the instance where Customer has purchased a self-deploy or quick-deploy camera without deployment or installation, the below Motorola responsibilities will be absorbed by the Customer.

Motorola Responsibilities

- Review preliminary plans for installation
- Verify with customer that proper permits and authorizations have been obtained
- Identify installation locations (pole or infrastructure asset) on which to install the Fixed LPR camera
- Motorola-certified installer will install the Fixed LPR camera
- Point and aim the Fixed LPR camera for image capturing
- Install License Plate Recognition Technology Software

Customer Responsibilities

- Approve installation locations
- Obtain necessary permits and authorizations
- Provide power to installation locations
- Provide any required trenching
- Coordinate with local utility companies in the case of any interrupted service requests or instances

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. When cellular service is used as the point of connection, customer is responsible for providing cellular service, and SIM cards if they are not being purchased from Motorola as part of the LPR solution. If a Motorola-certified installer is not used for installation, Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing LPR cameras through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For in-car LPR installations, an MDT is required for all vehicles (if applicable).

Automatic License Plate Recognition (ALPR) Commissioning (If Applicable)

This section highlights the responsibilities of Motorola and the Customer when a Motorola In-Car Video (ICV) system interfaces with the LPR database.

Motorola Responsibilities

- Create a Customer account in the LPR data system with authorized user emails.
- Verify License Plate Recognition Technology software has been installed and launched per the Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Licensed Software MDT installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.



Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.

SOFTWARE INSTALLATION AND CONFIGURATION (IF APPLICABLE)

Motorola will install LPR software on a specified number of workstations. The Customer will be responsible for installing the software on the remaining workstations.

Licensed Software for the Mobile LPR Solution

Licensed Software is used in conjunction with Mobile LPR cameras. Installation consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / system identity set up.
- Provide user access to the application.

License Plate Recognition Technology

License Plate Recognition Technology software is a cloud solution that does not require an onsite server and supports the full LPR Solution.

Motorola Responsibilities

- Based on Customer feedback, perform the following activities:
 - Create users, groups, and permissions.
- Test to ensure software is accessible to the Customer

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.



CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.

Third-Party Interfaces (if applicable)

The integration between Motorola's LPR system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

Develop and configure interface(s) to support the functionality described in the Solution Description.

Establish and validate connectivity between Motorola and third-party systems.

Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the LPR system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the LPR and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or



Customer-provided third-party hardware or software. All APIs provided by Motorola or integrations with third-party software are provided AS IS. Motorola is not liable for any claims or damages associated with third party applications, or Customer-provided third party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Training Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

Online Training (if applicable)

Online training is made available to the Customer through LXP and/or Motorola vetted third party platforms.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer (if applicable).
- Establish an accessible instance of LXP for the Customer (if applicable).
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account..
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content (if applicable).
- Provide instruction to Customer on building groups.
- Coordinate third party platform usage and additional course offerings

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training (if applicable).
- Ensure network and Internet connectivity for Customer access to training platforms.

Instructor-Led Training (On-Site and/or Remote, if applicable)

Instructor-led courses are based on products purchased and the Customer's Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the provided Training Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) with the required computer and audio-visual equipment for training.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Training Plan.



Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

- Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Customer is aware of and abiding by their States' laws, mandates and requirements in relation to the Hotlist
- Pole installations will be done on grassy/dirt/gravel areas or sites where excavation can easily be done with standard auger equipment.
- Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies)
- Information provided and approved in the Presales DDR process was accurate



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"⁽¹⁾) that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"⁽¹⁾). 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.

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between the City of Winder ("Lessor"), a municipal corporation organized under the laws of the State of Georgia, and the Barrow County Chamber of Commerce, Inc. ("Lessee"), a 501(c)(6) nonprofit organization organized under the laws of the State of Georgia.

1. **PREMISES.** Lessor, for an in consideration of the rents, covenants, agreement and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept, and performed by the Lessee hereby leases the property at 6 Porter Street, Winder, Georgia, (the "Premises").
 - a. No easement for light or air is included in the premises.
2. **TERM.** The term of this Agreement shall commence on the 1st day of July 2025 and shall continue for a period of three (3) years. This Agreement shall automatically renew on the 1st day of July 2028, up to a maximum total term of five (5) years, unless terminated by either party with at least six (6) months' written notice prior to the end of the current term.
3. **RENT.** Lessee shall pay Lessor an annual rent of Twenty Thousand Dollars (\$20,000.00), payable in equal quarterly installments, due on the 20th day of the first month following the end of each calendar quarter. Each quarterly installment shall be for Five Thousand Dollars and Zero Cents (\$5,000.00), which may, at Lessor's option, be instead deducted by the Lessor from the quarterly contract payment for services due to the Lessee related to the Hotel/Motel receipts.
4. **PERMITTED USE.** Lessee shall use the Premises solely for the administrative offices, operations, and related activities of the Barrow County Chamber of Commerce, except as provided herein.

Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on Premises.

Lessee hereby expressly warrants that any Hazardous Materials shall not be used or stored in or on the Premises. Hazardous Materials shall include, but not be limited to Gasoline, Diesel Fuel, Motor Oil, Kerosene, or other combustible liquids or gases.

Lessee shall not store any property outside the building without the prior written consent of the Lessor. The Lessor may remove and dispose of any property stored outside the building at the Lessee's expense. No signs, antennas, or structures shall be placed on the outside walls or roof of the building without the Lessor's prior written consent. Any and all signs placed on the Premises by Lessee shall be maintained in compliance with the rules and regulations governing such signs, and the Lessee shall be responsible to the Lessor for any damage caused by installation, use or maintenance of said signs, and Lessor agrees upon removal of said signs to repair all damage incident to such removal.

5. **ALTERATIONS, MAINTENANCE AND REPAIRS.** Lessee accepts the Premises in their present condition (“as-is; where-is”). The Lessee shall be responsible for all routine maintenance and upkeep of the interior and exterior of the Premises. To that end, Lessee shall also be responsible for all interior repairs and maintenance of the building, and any routine repairs to the exterior of the building, including roofing, exterior walls, electric and plumbing systems, HVAC, sidewalks, and parking area foundation etc..

Throughout the terms of this Agreement, Lessee shall maintain the above related to Premises and all items in good order and good condition and will assume liability for costs to repair, including HVAC, or other items, and/or replace any portion of the property damaged by the Lessee, guests, invitees, or anyone acting by, through, or under the Lessee.

The Landlord will be responsible for any non-routine repairs to the exterior of the Premises including but not limited to sidewalk, parking lot, landscaping, roofing, lighting, etc.

All applications and connections for necessary utility services on the Premises shall be made in the name of the Lessee and the Lessee shall be solely liable for all utility charges as they become due, including those for sewer, water, gas, electricity, internet, cable, and telephone services.

The foregoing notwithstanding, Lessee is granted permission to cut and install a doorway to connect the Premises with the adjacent offices of the Barrow County Chamber of Commerce. Lessee shall ensure that all work is performed by licensed and insured builders who will complete the construction in compliance with applicable building codes and regulations within the City of Winder and the Lessee shall bear all costs associated with the installation. Upon termination of this Lease, the Lessor may require restoration of the Premises to its original condition at Lessee’s expense, unless otherwise agreed in writing.

6. **ENTRY AND INSPECTION.** Lessee shall permit the Lessor to enter upon the Premises at reasonable times and upon reasonable notice defined as twenty-four (24) hours, for the purpose of inspecting the same.
7. **INSURANCE AND LIABILITY.** Lessee shall maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim, no aggregate covering its operations within the Premises. This policy shall name the Lessor as a named insured and the Lessee shall assume sole responsibility for or incur liability for any injury to person or property caused by any act or omission of such person while on the property and shall indemnify the Lessor and hold it harmless from any claim, suit, or demand made by such person. The Lessee shall provide a certificate of insurance upon request and shall also notify Lessor of any changes in such policy. Lessor shall not be liable for any loss, damage, or injury occurring on the Premises unless caused by Lessor’s gross negligence or willful misconduct.

Lessee agrees to indemnify and hold harmless the Lessor against all claims for damages to persons or property by reason of use or occupancy of the Premises, and all expenses incurred by the Lessor because thereof, including attorneys’ fees and court costs.

8. **TAXES.** Lessee agrees to pay its pro-rate share of all ad valorem taxes and assessments which may be levied against the property. Said taxes shall be paid to Lessor within thirty (30) days of notice.
9. **ASSIGNMENT AND SUBLETTING.** Lessee may not assign or sublease the Premises, in whole or in part, without the prior written consent of Lessor. Consent to any assignment or sublease shall not destroy this provision, and all later assignment or subleases shall be made likewise only with the prior written consent of the Lessor. No assignment or sublease by Lessee shall relieve Lessee of any liability hereunder. The Lessor hereby grants permission to the Lessee to sublease the Northwest corner of the building, consisting of approximately 200 square feet, to the Barrow Community Foundation. The Barrow Community Foundation can utilize this area exclusively for their office space and no other use without prior written consent of the Lessor.
10. **DEFAULT AND TERMINATION.** Either party may terminate this Agreement with one hundred-eighty (180) days written notice. In the event of Lessee's breach of any material term of this Agreement, Lessor shall provide written notice of default. If Lessee fails to cure the default within fifteen (15) days, Lessor may terminate this Agreement immediately.

If the Premises are totally destroyed by storm, fire, lightning, earthquake, or other casualty, this Agreement shall terminate as of the date of such destruction, and rent shall be prorated as of such date.

It is mutually agreed that in the event the Lessee shall be in default in performing any of the terms or provisions of this Agreement and fails to cure such default within fifteen (15) days after the date of receipt of written notice of default from Lessor; or if Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or if Lessee makes an assignment for benefit of creditors; or if Lessee's effects should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof; then, and in any of said events, Lessor at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this Agreement by written notice to Lessee, whereupon this Agreement shall end. After an authorized assignment or subletting of the entire premises covered by this Agreement, the occurring of any of the foregoing defaults or events shall affect this Agreement only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Lessor or his attorney. Upon termination by Lessor, Lessee will at once surrender possession of the premises to Lessor, and remove all of Lessee's effects therefrom; and Lessor may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, or detainer or other tort. Either party may terminate this agreement upon 60 days written notice to the other party if the other party breaches or fails to comply with any of the terms of this agreement.

11. NO ESTATE IN LAND. This Agreement shall create the relationship of Lessor and Lessee between the parties hereto; no estate shall pass out of the Lessor. Lessee only has a usufruct, not subject to levy and sale, and not assignable by Lessee except by Lessor's written consent.

12. SERVICE OF NOTICE. Lessee hereby appoints as their agent to receive service of all dispossessory or distraint proceedings and notice thereunder, and all notices required under this Agreement, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Agreement shall also be sent to Lessee's last known address, if different from the Premises. Any notice provided to the City of Winder shall be delivered to the City Administrator.

13. WAIVER OF RIGHTS. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's rights to demand exact compliance with the terms hereof.

14. TIME OF ESSENCE. Time is of the essence of this Agreement.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF WINDER

By: _____

Name: _____

Title: _____

Date: _____

BARROW COUNTY CHAMBER OF COMMERCE

By: _____

Name: _____

Title: _____

Date: _____

Joint Representation and Fee-Division Agreement

1. Parties: This Joint Representation and Fee-Division Agreement (“Agreement”) is entered into by and between _____ (“Client”), and the firms Carothers & Mitchell, LLC, as primary local counsel, and Smith Welch Webb & White, as secondary local counsel, who have signed below (“Lawyers”). The Client and Lawyers are the parties to this agreement (“Parties”). There are no other parties whatsoever to this Agreement. The Parties enter into this Agreement in order to comply with Rule 1.5(f) of the Georgia Rules of Professional Conduct.
2. Subject Matter of Agreement: This Agreement relates to providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam (“AFFF”). This Agreement relates to Matter only, unless otherwise agreed in a signed writing.
3. Lawyers’ Efforts and Responsibilities: The Lawyers hereby assume joint responsibility for representing Client in connection with the Matter. Each Lawyer shall render “meaningful” legal services for Client in the Matter.
4. Client’s Agreement: Client has executed a separate agreement with the firms of Stag Liuzza, L.L.C., as lead counsel, and Carothers & Mitchell, LLC, primary local counsel, for representation in this Matter. Client has been advised that the Lawyers will jointly represent Client in this Matter, and Client hereby agrees to being jointly represented by Lawyers in this Matter. Furthermore, Client consents to the division among and between Lawyers of any fees, funds or property recovered in this Matter. The Lawyers will share the fee as follows:

Carothers & Mitchell, LLC	5.5%
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Smith Welch Webb & White	2.5%
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The remainder of the fees are allocated according to the separate agreement. Lawyers may adjust the division of the fee at the conclusion of the Matter. If so, Client will be advised in writing as to the share of the fee that each Lawyer will receive at that time.

5. Miscellaneous
 - a. Privilege: Each Lawyer shall have a lien or privilege on all money or property received for Client in connection with the Matter by way of settlement, judgment, decree, execution, garnishment or other proceeding. This lien or privilege shall secure Client’s obligation to pay costs and fees and shall be discharged upon full payment thereof.

- b. Arbitrable Disputes: Any dispute, controversy or claim that may arise among the parties to this agreement shall be resolved by arbitration. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having jurisdiction thereof. Among other disputes, the parties hereby agree to arbitrate the following:
- i. Disputes Regarding Fees, Costs and Other Compensation Due to Lawyer. All disputes relating to Costs, Fees, compensation or remuneration to any Lawyer, including but not limited to, disputes arising under the law of contract, unjust enrichment, restitution and/or quantum meruit shall be resolved by arbitration administered by the State Bar of Georgia.
 - ii. All Other Disputes. All other disputes, including but not limited to, those arising under the law of tort, contract, restitution and/or legal malpractice shall be resolved by arbitration administered by the American Arbitration Association.
- c. Miscellaneous Arbitration Provisions.
- i. Responsibility for Costs and Fees of Arbitration. The nonprevailing party shall pay all Costs incurred by the prevailing party. In addition, the nonprevailing party shall pay the prevailing party for all billable time incurred in connection with arbitration and with enforcement of any arbitration award, whether such billable time is incurred by Lawyer acting on his own behalf or by a lawyer or a law firm retained by the prevailing Lawyer or Client. The applicable rate for billable time shall be \$350 per hour.
 - ii. Informed Consent to Arbitration. Arbitration proceedings are ways to resolve disputes without use of the court system. Lawyer and Client understand that in agreeing to arbitrate, they are expressly waiving their right to file any lawsuit in court, to broad discovery under the applicable rules of procedure, to a trial by a judge or a jury and to appeal. These are important rights that should not be given up without careful consideration. Arbitration may be more expensive than litigation and often involves substantial up-front costs. Lawyer and Client understand that this paragraph does not prospectively limit Lawyer's liability to Client in any way, nor does it impinge upon Client's right to make a disciplinary complaint to the appropriate authorities. Client is advised of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel regarding this arbitration provision. Client is further advised to review the detailed procedures and costs associated with arbitration at the American Arbitration Association website. To provide these opportunities, this paragraph shall not be effective until 21 days after signing. If Client does not wish this paragraph to become effective, Client shall within this 21-day period provide written notice to Lawyer via certified United States mail, return-receipt requested.
- d. Governing Law: This agreement shall be governed by laws of the State of Georgia.

e. Complete Agreement: This is the complete agreement between the parties with regard to joint representation and fee division in the Matter. The parties expressly acknowledge that Client previously has signed a separate representation agreement with one or more Lawyers relating to the Matter. In addition, the parties expressly acknowledge that Lawyers may have other oral or written agreements among themselves relating to the division of responsibility for workload and costs in the Matter.

Signed and agreed as of the dates set forth below.

Client

Date: _____

Lawyer, Law Firm of Carothers & Mitchell, LLC

Date: _____

Lawyer, Law Firm of Smith Welch Webb & White

Date: _____

CONTRACT FOR LEGAL SERVICES AFFF PFAS LITIGATION

CITY OF WINDER, represented by **Smith, Welch, Webb & White, LLC.**, (hereinafter the “Client”) hereby retains, **STAG LIUZZA, L.L.C.**, (through attorney Michael Stag, LLC) and **CAROTHERS & MITCHELL, LLC** (through attorney Thomas M. Mitchell) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department:	<u>Horace Gee</u>	<u>770-867-7978</u>	<u>horace.gee@cityofwinder.com</u>
	Name	Telephone	E-mail

Business Matters: Jonathan Lynn 678-425-6806 jonathan.lynn@cityofwinder.com
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from 3M and DuPont. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written

agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered if the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a successful, sufficient recovery, shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event

of a recovery by settlement or judgment. If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and

professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily

entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**JIMMY TERRELL, MAYOR CITY OF
WINDER**

Date

**MICHAEL STAG, LLC, FOR STAG LIUZZA,
L.L.C.**

Date

**THOMAS M. MITCHELL, FOR CAROTHERS
& MITCHELL, LLC**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF WINDER AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES' AGREEMENT RELATED TO AFFF/PFAS LITIGATION SERVICES AND FOR OTHER PURPOSES.

WHEREAS, the City of Winder ("the City") is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to identifying parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination; and

WHEREAS, STAG LIUZZA, L.L.C. has put together a team of uniquely qualified and experienced attorneys (the "Firm") who have joined together to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances ("PFAS"); and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater contamination; and

WHEREAS, the City has determined it to be in the City's best interest to enter into the Agreement with the Firm and pursue any claims it may have related to PFAS; and

WHEREAS, the City desires to authorize the execution of the as Exhibit "A"; and

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the foregoing preamble is incorporated here.

- 1.) The City of Winder, acting through its Mayor and Council, is hereby authorized to execute the Legal Services' Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit "A."
- 2.) The Mayor, Clerk, and such other City staff or agents as may be necessary or convenient to effectuate the purposes of this Resolution are authorized to take such actions as they deem just and appropriate in carrying out the terms of this Resolution.
- 3.) In the event that all or part of this Resolution is deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Resolution not deemed invalid or unenforceable shall remain in effect.

SO RESOLVED by the Mayor and City Council of the City of Winder, Georgia, this ____ day of August, 2025.

ATTEST:

MAYOR AND CITY COUNCIL, CITY
OF WINDER, GEORGIA

Anna Childs, City Clerk

Jimmy Terrell, Mayor

APPROVED AS TO FORM

Warren Tillery, City Attorney

RESOLUTION NO. _____

A RESOLUTION FOR REIMBURSEMENT AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Winder (the “Mayor and Council”), the governing body of the City of Winder, Georgia (the “City”), has determined that improvements and upgrades to the City’s water and sewer system, including the acquisition and construction of a water reservoir (the “Project”), is necessary and desirable for the benefit of the City; and

WHEREAS, prior to the obtaining of a tax-exempt financing to pay all or a portion of the costs of the Project, the City reasonably expects to expend funds on the Project, which funds may be reimbursed from the proceeds of such tax-exempt financing for the Project; and

WHEREAS, the City, pursuant to this resolution wishes to declare its official intent to reimburse from tax-exempt proceeds capital expenditures for the Project in the maximum amount of \$60,000,000.00.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the foregoing preamble is incorporated here.

- 1.) The City reasonably expects to reimburse planned expenditures for the Project with proceeds of a tax-exempt financing.
- 2.) The City hereby expresses its declaration of official intent, pursuant to Treasury Regulations § 1.150-2(d), to reimburse original expenditures on the Project in the maximum principal amount of \$60,000,000.00 with proceeds from a tax-exempt financing (to the extent permitted by § 1.150-2 of the Treasury Regulations). The City will pay original expenditures on the Project from a construction or other account maintained by the City.
- 3.) The City shall make its reimbursement allocations not later than 18 months after the later of (i) the date the original expenditure is paid or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.
- 4.) This resolution shall become effective on the date of its adoption.
- 5.) In the event that all or part of this Resolution is deemed to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Resolution not deemed invalid or unenforceable shall remain in effect.

SO RESOLVED by the Mayor and City Council of the City of Winder, Georgia, this ____ day of August, 2025.

ATTEST:

MAYOR AND CITY COUNCIL, CITY
OF WINDER, GEORGIA

Anna Childs, City Clerk

Jimmy Terrell, Mayor

(SEAL)

APPROVED AS TO FORM

Warren Tillery, City Attorney

CITY CLERK'S CERTIFICATE

The undersigned City Clerk of the City of Winder, Georgia (the "City"), keeper of the records and seal thereof, hereby certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Mayor and Council of the City in a meeting assembled on _____, 2025, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control. This certificate is given in lieu of the personal appearance of the person certifying hereto pursuant to O.C.G.A. § 24-8-803, § 24-9-902 and § 24-9-920.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(SEAL)

Anna Childs, City Clerk

COUNCIL MEMBERS
Stephanie Britt
Power Evans
Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

Memorandum

TO: Mayor and City Council

FR: Niki Graham, Director of Human Resources

Date: September 2, 2025

RE: **Consideration of a Motion to approve a General Addendum to the Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan Adoption Agreement.**

Background:

Enclosed are corrected documents addressing an error made by GMA regarding the City's retirement provision for employees. Specifically, the clarification confirms the City's adopted policy from January 2018, which set normal retirement eligibility at age 55 with 10 years of service for all employees. The Adoption Agreement provides that the amendment is effective retroactively to January 2, 2024. Though GMA made no changes to the General Addendum or Service Credit Purchase Addendum, it is necessary for the City to readopt them along with the corrected Adoption Agreement.

Recommendation: Staff recommends approval.



RISK MANAGEMENT
AND EMPLOYEE
BENEFITS SERVICES

June 26, 2025

EXECUTIVE STAFF

Larry H. Hanson
CEO and Executive
Director

Randy Logan
Deputy Executive
Director

TRANSMITTED VIA E-MAIL
(niki.graham@cityofwinder.com)

Ms. Niki Graham
Human Resources Director
City of Winder
PO Box 566
Winder, GA 30680-0566

RE: **City of Winder GMEBS Defined Benefit Retirement Plan; Technical Correction Amendment to Clarify the 55 & 10 Alternative Normal Retirement Qualification Applies to All Participants Who Terminate Employment on or after January 1, 2018**

Dear Ms. Graham:

Enclosed please find a draft amended Adoption Agreement, General Addendum and Service Credit Purchase Addendum for the city of Winder's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"). The amendment clarifies that the 55 & 10 alternative normal retirement qualification applies to all participants who terminate employment on or after January 1, 2018 (see Adoption Agreement, p. 21). A participant must be in service with the city at the time the participant is at least age 55 and has at least 10 years of service to qualify for this alternative normal retirement benefit. This clarification is consistent with the 55 & 10 alternative normal retirement qualification that was originally approved by the city in its October 1, 2017, Adoption Agreement.

The Adoption Agreement provides that the amendment is effective retroactively to January 2, 2024. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.** Though we did not make any changes to the General Addendum or Service Credit Purchase Addendum, it is necessary for the city to readopt them along with the corrected Adoption Agreement.

If the city would like changes to the draft documents, please let us know before approving them so we can make any necessary revisions. If the draft documents are acceptable as drafted, please have the designated representatives sign and date where indicated (Adoption Agreement, p. 40, General Addendum, p. 14, and Service Credit Purchase Addendum, p. 7) and email them to Ms. Gina Gresham at rgresham@gacities.com. We will then countersign and return the fully executed documents to you for your files.

Ms. Niki Graham

June 26, 2025

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If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6212 or ghall@gacities.com.

Sincerely,

A handwritten signature in black ink that reads "Gwin C. Hall". The signature is written in a cursive style with a large, stylized 'G' and 'H'.

Gwin Hall

Senior Associate General Counsel

Encl.

C: Mr. Warren Tillery, City Attorney, City of Winder (w/ encl.)

Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)

Mr. Kevin Jeselnik, Assistant General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Winder

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Winder, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Winder, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Winder, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 40

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Winder, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 566, Winder, GA 30680-0566**
Phone: **(770) 867-3106**
Facsimile: **(770) 867-0587**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **City Administrator**
Address: **P.O. Box 566, Winder, GA 30680-0566**
Phone: **(770) 867-3106**
Facsimile: **(770) 867-0587**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

Position: **Mayor**

Position: **Council Member**

Position: **City Administrator**

Position: **Human Resources Director**

Position: **Finance Director**

Position: **City Clerk**

Pension Committee Secretary: **Finance Officer**

Address: **P.O. Box 566, Winder, GA 30680-0566**

Phone: **(770) 867-3106**

Facsimile: **(770) 867-0587**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - ☐ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is a technical correction amendment to clarify that the 55 & 10 Alternative Normal Retirement qualification applies to all Participants who Terminate employment on or after January 1, 2018 (see Adoption Agreement, p. 21).**

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply

with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is ____.

(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be ____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).** This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on ____ **(insert original effective date of preexisting plan).**

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **January 2, 2024** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **January 2, 2024** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective **July 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective **October 1, 1971** **(insert effective date of Employer's original GMEBS Plan).** (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective ____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan).**)

8. PLAN YEAR

Plan Year means (**check one**):

- ☐ Calendar Year
- ☐ Employer Fiscal Year commencing _____.
- ☒ Other (**must specify month and day commencing**): October 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): Notwithstanding any other provision in the Basic Plan Document or Adoption Agreement to the contrary, the following Employees are not eligible to participate in this Plan: 1) Regular Employees who are initially employed by the City of Winder on or after October 1, 2013; 2) Eligible Regular Employees who were initially employed as Eligible Regular Employees prior to October 1, 2013, who were in Service with the City as of September 9, 2014, and who were less than 100% Vested under this Plan, who made an irrevocable election no later than December 31, 2014, on forms provided by the City for such purpose, to waive all benefits under this Plan in favor of participation in the 401(a) Defined Contribution (DC) Plan established by the City, regardless of whether such Participants are subsequently reemployed with the City; 3) Employees who elected, prior to September 9, 2014 to withdraw from this Plan and participate instead in the City's DC Plan, provided that such employees made an election to ratify such election, affirmatively or by default, no later than December 31, 2014; 4) former Employees of the City who Terminated employment prior to becoming Participants in this Plan, who were not reemployed with the City prior to October 1, 2013, and who are reemployed on or after October 1, 2013; and 5) Employees who do not satisfy the eligibility requirements (i.e., hours per week and months per year eligibility requirements) to participate in this Plan as of October 1,

2013, even if such Employees later satisfy such requirements (see subsections 2(b) and 14(a) of the General Addendum).

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Each elected or appointed member of the Governing Authority who holds an office on September 1, 1973, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to September 1, 1973, shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after September 1, 1973 that he occupies any elective office of the Governing Authority. (Participation became mandatory effective July 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan).**

Notwithstanding the foregoing, elected or appointed members of the Governing Authority who initially hold such office on or after October 1, 2013, are not eligible to participate in this Plan. Elected or appointed members of the Governing Authority who initially held such office prior to October 1, 2013, and who remain in or return to such office on or after such date will continue to participate in this Plan subject to the applicable requirements of this Plan (see General Addendum subsection 2(b) and 14(a)).

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☒ 30 hours/week (regularly scheduled)
- ☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least 6 months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
- ☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- ☐ Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): _____.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) **Eligible Employees Employed on Original Effective Date of GMEBS Plan.**

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ (insert date).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority prior to September 1, 1973, unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on said date.**

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- ☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.
- ☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- ☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years (**insert number**) of Credited Service with the Employer.
 - ☐ Other requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.
- (4) Payment for Prior Military Service Credit (check one):**
- ☐ Participants shall **not** be required to pay for military service credit.
 - ☐ Participants shall be required to pay for military service credit as follows:
 - ☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
 - ☐ The Participant must pay an amount equal to (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Other Conditions for Award of Prior Military Service Credit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows (**check one**):

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- ☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Payment for Prior Governmental Service Credit.

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
 - ☐ The Participant must pay _____% of the actuarial cost of the service credit.

- ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☐ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.
- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
- ☒ Unused sick leave
 - ☐ Unused vacation leave
 - ☐ Unused personal leave
 - ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least _____ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- ☒ Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): No minimum Service requirement.**

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- ☒ Computing amount of benefits payable.
- ☒ Meeting minimum service requirements for vesting.
- ☒ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ months (**insert number**).

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): In accordance with the provision of the City's employee handbook that became effective June 9, 2003, the above provision applies to Participants employed with the City on or after June 9, 2003.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (**check one or more as applicable**):

- ☒ Attainment of age **55** (**insert number**)
- ☒ Completion of **10** years (**insert number**) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable):**

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable):**

- ☒ Attainment of age **65** **(insert number)**
- ☒ Completion of **5** years **(insert number)** of Total Credited Service
- ☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☒ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** Participants who are receiving an In-Service Distribution from the Plan as of July 1, 2011 (see General Addendum subsection 16(c) concerning exception to requirement that the monthly Retirement benefit be reduced upon re-employment by the Actuarial Equivalent of Retirement benefits received prior to re-retirement).

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

- ☒ Attainment of age **65** **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☒ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants who were receiving an In-Service Distribution from the Plan as of July 1, 2011 (see General Addendum subsection 16(c) concerning exception to requirement that the monthly Retirement benefit be reduced upon re-employment by the Actuarial Equivalent of Retirement benefits received prior to re-retirement).**

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

- (1)** ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2)** ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - ☒ Attainment of age **55** **(insert number)**
 - ☒ Completion of **30** years **(insert number)** of Total Credited Service
 - ☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior

to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☒ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Participants who are receiving an In-Service Distribution from the Plan as of July 1, 2011, subject to the minimum age limitation in Section 6.06 of the Basic Plan Document (see General Addendum subsection 16(c) concerning exception to requirement that the monthly Retirement benefit be reduced upon re-employment by the Actuarial Equivalent of Retirement benefits received prior to re-retirement).

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Eligible Regular Employees.

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (3) ☒ **Rule of 70 (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

- ☐ Must have attained at least age _____ **(insert number)**
- ☒ Must not satisfy any minimum age requirement
- ☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☒ only the following class(es) of Participants **(must specify -**

specific positions are permissible; specific individuals may not be named): Participants who are receiving an In-Service Distribution from the Plan as of July 1, 2011, subject to the minimum age limitation in Section 6.06 of the Basic Plan Document Plan (see General Addendum subsection 16(c) concerning exception to requirement that the monthly Retirement benefit be reduced upon re-employment by the Actuarial Equivalent of Retirement benefits received prior to re-retirement).

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): **Participants: 1) who Retire directly from active Service with the City as an Eligible Regular Employee and whose effective Retirement date is between March 1, 2007 and April 1, 2009; 2) who satisfy the Rule of 70 based upon their combined age and Credited Service as an Eligible Regular Employee with the City of Winder; and 3) who are employed by the City as Eligible Regular Employees for at least 5 consecutive years prior to their Retirement (see Section 15(B)(3) of the Adoption Agreement for the special definition of Final Average Earnings for Participants who qualify for and receive the Rule of 70 Alternative Normal Retirement benefit). The Rule of 70 will not be available to any Participant who is initially employed or reemployed after April 1, 2009.**

A Participant (check one): ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years (insert number) of Total Credited Service, regardless of the Participant's age.
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset

applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) ☒ Other Alternative Normal Retirement Benefit.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Attainment of age 55 and completion of 25 years of Total Credited Service.

- ☒ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: Participants who are receiving an In-Service distribution from the Plan as of July 1, 2011, subject to the minimum age limitation in Section 6.06 of the Basic Plan Document (see General Addendum subsection 16(c) concerning exception to requirement that the monthly Retirement benefit be reduced upon re-employment by the Actuarial Equivalent of Retirement benefits received prior to re-retirement).

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named): Elected or Appointed Members of the Governing Authority.**

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☒ Other Alternative Normal Retirement Benefit.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **Attainment of age 55 and completion of 10 years of Total Credited Service.**

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants who Terminate employment on or after January 1, 2018.**

A Participant **(check one)**: ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2)**

and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

(7) ☐ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☐ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are

based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

- ☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum.
- ☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

- ☒ not limited.
- ☐ limited to _____ years for all Participants.
- ☐ limited to _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.
 - ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

- ☒ (a) **Flat Percentage Formula.** 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
☒ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): This benefit formula applies to all Participants with respect to Credited Service accrued on or after April 1, 2009. See General Addendum subsection 16(a) concerning calculation of benefits attributable to Credited Service accrued prior to April 1, 2009.

- ☐ (b) **Alternative Flat Percentage Formula.** _____% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- ☐ (c) **Split Final Average Earnings Formula.** _____% (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation** (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- ☐ (d) **Alternative Split Final Average Earnings Formula.** _____% (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation** (see subsection (2) below for definition of Covered Compensation), plus _____% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants.
☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) **Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ **(specify amount)**. This definition shall apply to **(check one)**:
- ☐ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(3) **Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☐ All Participants who are Regular Employees.

- ☒ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): Participants other than those who are eligible for and receive the Rule of 70 Alternative Normal Retirement benefit described in Section 14(C)(3) of this Adoption Agreement.

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **36 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☐ All Participants who are Regular Employees.
- ☒ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): Only for Participants who are eligible for and receive the Rule of 70 Alternative Normal Retirement benefit described in Section 14(C)(3) of this Adoption Agreement.

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$56.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:
- ☒ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.
- ☐ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
- ☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**_____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u>	<u>Percentage of</u>
<u>Retirement Age)]</u>	<u>Normal Retirement Benefit*</u>
(check as applicable)	(complete as applicable)
☐ 0	1.000
☐ 1	0.____
☐ 2	0.____
☐ 3	0.____
☐ 4	0.____
☐ 5	0.____
☐ 6	0.____
☐ 7	0.____
☐ 8	0.____
☐ 9	0.____
☐ 10	0.____
☐ 11	0.____
☐ 12	0.____
☐ 13	0.____
☐ 14	0.____
☐ 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

- ☒ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum is established.
- ☐ No less than **(check one)**: ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- ☐ No less than **(check one)**: ☐ 66 2/3 % ☐ ____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☒ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

- ☐ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

- ☒ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☒ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer): Retired Participants who are reemployed with the Employer as of July 1, 2011.**

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☒ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **All Participants except those described in Section 16(A)(2)(c) below.**

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
_____.

- (c) ☒ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☒ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

Retired Participants who are reemployed with the Employer as of July 1, 2011.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

- ☒ (1) No cost-of-living adjustment.
- ☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.
- ☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☒ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

**17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT;
VESTING**

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule **(check one)**:

- ☐ **No vesting schedule (immediate vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 10 years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **Eligible Regular Employees employed as the City Administrator on or after November 8, 2010.**

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): **No Vesting schedule (immediate Vesting).**

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☒ No vesting schedule (immediate vesting).
- ☐ Other vesting schedule (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement (**check and complete one**):

- (1) ☐ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements (**check one**):

- ☐ The Participant must be vested in a normal retirement benefit.
- ☐ The Participant must have _____ years (**insert number**) of Total Credited Service.
- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

- (2) ☒ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- ☒ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- ☐ The Participant must have _____ years (**insert number**) of Total Credited Service.
- ☐ Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- ☐ Total Credited Service accrued prior to the date of the Participant's death.

- ☒ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☒ one-half (½) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit **(check one)**:

- ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the

Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) **Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415): _____.

Participants to whom alternative death benefit applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Eligibility conditions for alternative death benefit (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) **Employee contributions (check one):**

- ☒ Are not required.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for all Participants.
- ☐ Are required in the amount of _____ % (insert percentage) of Earnings for Participants in the following classes (must specify - specific positions are permissible; specific individuals may not be named): _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) **Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects (check one):

- ☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of

Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms

of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City of Winder was terminated or who vacated office with the City of Winder for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be January 2, 2024 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Winder, Georgia this _____ day of _____, 20____.

Attest:

CITY OF WINDER, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Winder as follows (complete one or more sections, as applicable):

***** Item (1) of pre-approved Addendum – Not Applicable *****

(2) Discontinuance of participation in the Plan by one or more Departments or classes of Employees (for amendment of Adoption Agreement only - see Section 9 of Adoption Agreement):

(a) Privatization of Solid Waste Department – Eligible Regular Employees in the City of Winder’s Solid Waste Department who had at least 5 years of Total Credited Service as of March 2, 2007 and whose last day of employment with the City was March 2, 2007, due to the privatization of the City’s Solid Waste Department shall be entitled to a Vested Retirement benefit, notwithstanding the 10-year Vesting requirement that otherwise applies under the Plan. The amount of said Vested Retirement benefit shall be computed in accordance with the terms of the Basic Plan Document and Adoption Agreement, based upon the Eligible Regular Employee’s Final Average Earnings and Total Credited Service with the City as of March 2, 2007. If the present value of any such Employee’s accrued benefit does not exceed the limit provided under Internal Revenue Code Section 411(a)(11)(A), the present value of said benefit shall be distributed in accordance with Section 7.05 of the Basic Plan Document. Notwithstanding any provision in the Adoption Agreement to the contrary, the increase in the benefit formula (to 3% from 2.3%) and Rule of 70 benefit included in the amended Adoption Agreement which became effective March 1, 2007, will not apply to any Employee whose employment was Terminated due to the privatization of the Solid Waste Department. However, the amendment to permit use of unused sick leave will apply to these employees.

(b) Plan Freeze

(i) DB Plan Participation Closed to Regular Employees Initially Employed on or after October 1, 2013, to Former Regular Employees Who Terminated Employment Prior to Becoming Participants in the DB Plan and Who Are Reemployed on or after October 1, 2013, to Regular Employees Who Do Not Satisfy the DB Plan’s Eligibility Requirements as of October 1, 2013, and to Elected or Appointed Members of the Governing Authority Initially Taking Office on or after October 1, 2013 – Any Regular Employee who is initially

employed by the City of Winder on or after October 1, 2013, will not participate in the DB Plan (this Plan). Likewise, if a former Regular Employee Terminated employment before becoming a Participant in this Plan and was not reemployed with the City prior to October 1, 2013, said Employee will not be eligible to participate in this Plan following such return to service. Any Employee who did not satisfy the eligibility requirements (i.e., hours per week and months per year eligibility requirements) to participate in this Plan as of October 1, 2013, but who later satisfies such requirements will not be permitted to participate in this Plan. Additionally, any elected or appointed member of the Governing Authority who initially takes office on or after October 1, 2013, will not participate in this Plan.

- (ii) **DB-DC Plan Election by Non-Vested Eligible Regular Employees Initially Employed Before October 1, 2013** - Except as otherwise provided in this subsection 2(b), Eligible Regular Employees who were initially employed by the City as Eligible Regular Employees prior to October 1, 2013, and were employed with the City as of September 9, 2014, but were not Vested under this Plan were required to irrevocably elect, in accordance with and subject to the provisions of this subsection 2(b) and on forms provided by the City for such purpose, to either: (1) participate or continue participating in this Plan, subject to this Plan's eligibility rules; or (2) waive all benefits under this Plan in favor of participation under the Defined Contribution (DC) Plan established by the City, subject to the eligibility requirement of the DC Plan; provided however, that a Participant was not eligible to make such an election after becoming Vested in this Plan. An Eligible Regular Employee who was eligible to make such an election as of September 9, 2014, but who became Vested in this Plan prior to exercising such election forfeited the opportunity to make such an election and remained in the this Plan regardless of whether the Participant subsequently elected to participate in the DC Plan, subject to the eligibility requirements of this Plan. Additionally, Participants who were eligible to make an election pursuant to this paragraph but who Terminated employment prior to making such an election may not make an election (see also paragraphs 2(b)(xii) and 2(b)(xiii) below concerning effect of Termination following election). Participants who purchased prior service credit with the City pursuant to a Service Purchase Addendum prior to September 9, 2014, were not eligible to make an election pursuant to this paragraph, even if they would otherwise be eligible to make such an election. See paragraph 2(b)(iii) below relating to ratification of elections to opt out of this Plan that were made prior to September 9, 2014.
- (iii) **Ratification of DC Plan Elections Made Prior to September 9, 2014, by Non-Vested Eligible Regular Employees Initially Employed Before**

October 1, 2013 – Notwithstanding the provisions of paragraph 2(b)(ii) above, in the event that a non-vested Eligible Regular Employee who was initially employed by the City prior to October 1, 2013, and remained employed with the City on September 9, 2014, elected prior to September 9, 2014, to withdraw from this Plan and participate instead in the City’s DC Plan, such Employee was required to irrevocably elect either to ratify or revoke said prior election in accordance with and subject to the provisions of this subsection 2(b) (see paragraph 2(b)(viii) concerning the effect of an Employee’s failure to make an election to ratify or revoke a prior election). In doing so, said Employee either: (1) ratified said prior election and hereby irrevocably waived all benefits under this Plan in favor of participation under the DC Plan, subject to the DC Plan’s eligibility rules and other applicable requirements; or (2) revoked said prior election and thereby irrevocably waived all benefits under the DC Plan in favor of resumed participation under this Plan, subject to the eligibility requirements and other applicable requirements of this Plan. The City (and not GMEBS) was responsible for taking necessary steps to amend the DC Plan to provide that if an Employee revoked said prior election as provided herein, the Employee irrevocably waived and forfeited all benefits otherwise payable under the DC Plan notwithstanding the Employee’s vested status under the DC Plan, and the City (not GMEBS) was responsible for implementing any other provisions necessary to administer an employee’s revocation of said prior election.

- (iv) **Employees Not Permitted to Make DB-DC Plan Election; Automatic Participation in DB Plan, Subject to Eligibility Requirements of DB Plan** – Notwithstanding paragraph 2(b)(ii) above, the following Employees were not permitted to make the DB-DC Plan election referred to in paragraph 2(b)(ii) above and remained in this Plan, subject to the eligibility requirements of this Plan.
- (A) Eligible Regular Employees who were employed with the City on September 9, 2014, and were Vested under this Plan as of September 9, 2014, or otherwise become Vested prior to making such an election (see also paragraph 2(b)(xiv) and Section 14 below concerning effect of reemployment);
 - (B) Participants who, prior to September 9, 2014, purchased prior service credit under this Plan pursuant to the City’s Service Credit Purchase Addendum;
 - (C) Elected or appointed members of the Governing Authority who were serving in such office as of October 1, 2013 (see also paragraph 2(b)(xiv) and Section 14 below concerning effect of return to office following a vacation of office); and

- (D) Former Participants (i.e., Regular Employees who were Participants in the Plan and elected or appointed members of the Governing Authority) of the City of Winder who were not in service with the City as of September 9, 2014, regardless of whether such Employees were Vested in this Plan on September 9, 2014, and regardless of whether such Employees subsequently return to Service with the City on or after September 9, 2014 (see paragraph 2(b)(xv) and Section 14 below concerning effect of reemployment).
- (v) **Employees Not Permitted to Make DB-DC Plan Election; Participation in DB Plan is Not Permitted** - Notwithstanding paragraph 2(b)(ii) above, the following Employees were not permitted to make the DB-DC Plan election referred to in paragraph 2(b)(ii) above and do not participate in this Plan:
 - (A) Any Regular Employee who is initially employed by the City on or after October 1, 2013 (see paragraph 2(b)(i) above);
 - (B) An elected or appointed member of the Governing Authority who initially takes such office on or after October 1, 2013 (see paragraph 2(b)(i) above);
 - (C) Former Regular Employees who Terminated employment before becoming Participants in the this Plan (see paragraph 2(b)(xvi) and Section 14 below concerning effect of reemployment); and
 - (D) Any Employee who did not satisfy the eligibility requirements for participation (e.g., hours per week or months per year requirements but not including the waiting period) under this Plan as of October 1, 2013 (see paragraph 2(b)(i) above).
- (vi) **Effect of DC Plan Election or Ratification; Waiver of DB Plan Benefits** –
 - (A) Except as provided in paragraphs 2(b)(x) and 2(b)(xi) below, Participants in this Plan who are Eligible Regular Employees described in paragraph 2(b)(ii) above and who irrevocably elected, on forms provided by the City for such purpose to waive all benefits under this Plan in favor of participation under the DC Plan in accordance with paragraph 2(b)(ii) above, by virtue of such election, irrevocably waived and forfeited any and all benefits under this Plan. Said Employees and their beneficiaries are not be entitled to receive benefits or payments of any kind (Retirement benefits or pre-retirement death benefits) from this Plan, in its current form or as amended, whether said benefits are based on past, present, or future service with the City, and regardless of whether such benefits are accrued under this Plan or how close the Employee

is to meeting the 10-year Vesting requirement under this Plan. If an Eligible Regular Employee elected to irrevocably waive all benefits under this Plan in favor of participation under the City's DC Plan in accordance with paragraphs 2(b)(ii) and 2(b)(vii) herein, no funds will be distributed to said Employee or transferred on said Employee's behalf from this Plan to the DC Plan or to any other plan, account, entity, or person by virtue of such election.

- (B) Except as provided in paragraphs 2(b)(x) and 2(b)(xi) below, Participants in this Plan who are Employees described in paragraph 2(b)(iii) above and who in accordance with paragraphs 2(b)(iii) and 2(b)(viii) irrevocably elected, affirmatively or by default, to ratify an election made prior to September 9, 2014, to withdraw from this Plan and participate instead in the City's DC Plan, by virtue of such election to ratify, irrevocably waived and forfeited any and all benefits under this Plan on behalf of the Employee and the Employee's beneficiaries, estate, heirs, and assigns. Said Employees and their beneficiaries will not be entitled to receive benefits or payments of any kind (Retirement benefits or pre-retirement death benefits) from this Plan, in its current form or as amended, whether said benefits are based on past, present, or future service with the City, and regardless of whether such benefits are accrued under this Plan or how close the Employee is to meeting the 10-year Vesting requirement under this Plan. If an Employee who elected prior to September 9, 2014, to withdraw from this Plan and participate instead in the City's DC Plan irrevocably elected to ratify such prior election, affirmatively or by default in accordance with paragraphs 2(b)(iii) and 2(b)(viii) herein, no funds will be distributed to said Employee or transferred on said Employee's behalf from this Plan to the DC Plan or to any other plan, account, entity or person by virtue of the Employee's election to ratify his/her prior election. Notwithstanding the foregoing, in the event that such an Employee affirmatively and irrevocably elected to revoke, on a form or forms provided by the City for such purpose and in accordance with paragraphs 2(b)(iii) and 2(b)(viii) herein, the Employee's election made prior to September 9, 2014, to withdraw from this Plan in favor of participating in the DC Plan, such prior election shall be deemed null and void and the Employee shall be deemed to have affirmatively elected to participate in this Plan, provided that the Employee otherwise satisfies the eligibility requirements for participation in this Plan.

- (vii) DB-DC Election Period September 10, 2014 – December 31, 2014 - To make the DB-DC plan election referred to in paragraph 2(b)(ii) above,

Eligible Regular Employees who were eligible to make said election must have completed, signed and submitted any and all form(s) required by the City for such purpose between 9:00 a.m., Wednesday, September 10, 2014, and 4:00 p.m. Wednesday, December 31, 2014. The City is solely responsible for determining which Employees were eligible to make a plan election, distributing plan election notices and forms to Employees, collecting plan election forms from Employees, determining the election made by each Employee (affirmatively or by default) in accordance with this subsection 2(b), notifying GMEBS of said election, and providing copies of election forms received from Employees to GMEBS for purposes of administering this Plan. Except as provided in paragraph 2(b)(viii) below with respect to Employees who made an election prior to September 9, 2014, if an Employee who was eligible to make such an election failed or refused to properly complete, sign and submit the required election form(s) within this election period, said Employee is deemed to have elected to participate or continue participating in this Plan (not the DC Plan), subject to the eligibility requirements of this Plan. Eligible Regular Employees of the City who wished to make an election must have submitted their completed election form(s) to the Finance Director. A Participant could not make an election hereunder after becoming Vested in this Plan.

- (viii) Window Period for Election to Ratify or Revoke Prior Election to Withdraw from This Plan; September 10, 2014 – December 31, 2014 – Except as otherwise provided in this paragraph with respect to default elections, to elect either to ratify or revoke a prior election to withdraw from this Plan pursuant to paragraph 2(b)(iii) above, an Employee described in such paragraph who elected prior to September 9, 2014, to withdraw from this Plan and participate instead in the City's DC Plan must have completed, signed and submitted any and all form(s) required by the City for such purpose between 9:00 a.m., Wednesday, September 10, 2014 and 4:00 p.m. Wednesday, December 31, 2014. The City is solely responsible for determining which Employees are required to elect whether to ratify or revoke a prior plan election, distributing plan election notices and election forms to Employees, collecting plan election forms from Employees, determining the election to ratify or revoke such prior election made by each Employee (affirmatively or by default) in accordance with this subsection 2(b), notifying GMEBS of said election, and providing copies of election forms received from Employees to GMEBS for purposes of administering this Plan. Notwithstanding any other provision to the contrary, if an Employee who submitted an election form prior to September 9, 2014, in which the Employee elected to withdraw from this Plan, failed or refused to properly submit the form(s) irrevocably electing either to ratify or revoke said prior election within this election period, said Employee was deemed to

have irrevocably elected to ratify the Employee's election made prior to September 9, 2014, and to have irrevocably waived all benefits under this Plan in favor of participation or continued participation in the DC Plan (not the DB Plan), subject to the eligibility requirements and other requirements of the DC Plan.

- (ix) **DB-DC Plan Election Irrevocable Upon Submission and Acceptance by Finance Director** – An Employee's DB-DC Plan election made pursuant to paragraph 2(b)(vii) or 2(b)(viii) was deemed irrevocable once submitted to and accepted by the Finance Director, or, in the event that an Employee failed or refused to properly submit an applicable election form, as of 4:00 p.m. on December 31, 2014.
- (x) **Effect of Termination After DC Plan Election & Before First DC Plan Contribution** – Notwithstanding any provision in this subsection 2(b) to the contrary, if an Eligible Regular Employee described in paragraph 2(b)(ii) above irrevocably elected to waive participation under this Plan in favor of future participation under the DC Plan in accordance with this subsection 2(b), but the Employee's employment with the City Terminates before the first employer contribution is made to the Employee's DC plan account, then the Employee's election in favor of the DC plan will be considered null and void, notwithstanding any other provision herein to the contrary. This paragraph shall not apply to Employees described in paragraph 2(b)(iii) above.
- (xi) **Effect of Later Determination Regarding Vested Status / Eligibility to Make Election** - If an Eligible Regular Employee elected during the election period described in paragraph 2(b)(vii) and 2(b)(viii) above, as applicable, to waive all benefits under this Plan in favor of future participation under the DC Plan, but it is determined that the Employee was in fact not eligible to make such election under paragraph 2(b)(ii) above, then the Employee's DC Plan election will be considered null and void, notwithstanding any other provision herein to the contrary.
- (xii) **Non-Vested Employees Who Elect DB Plan; Effect of Later Termination & Re-Hire -**
 - (A) If an Eligible Regular Employee who was eligible to make an election under paragraph 2(b)(ii) elected (affirmatively or by default) to participate or continue participating in this Plan in accordance with this subsection 2(b), and if the Employee later Terminates employment and becomes reemployed by the City, said Employee will participate in this Plan with respect to his/her Service and Earnings with the City on and after said

reemployment date, subject to the applicable eligibility rules of this Plan.

- (B) If an Eligible Regular Employee who was eligible to make an election to ratify or revoke an election made prior to September 9, 2014 under paragraph 2(b)(iii) affirmatively elected to revoke such prior election to withdraw from this Plan and is deemed to have affirmatively elected to participate or continue participating in this Plan in accordance with this subsection 2(b), and if the Employee later Terminates employment and becomes reemployed by the City, said Employee will participate in this Plan with respect to Service and Earnings with the City on and after said reemployment date, subject to the applicable eligibility rules of this Plan.

(xiii) **Non-Vested Employees Who Elect DC Plan; Effect of Later Termination & Re-Hire –**

- (A) If an Eligible Regular Employee who was eligible to make an election under paragraph 2(b)(ii) irrevocably elected to participate in the DC Plan in accordance with this subsection 2(b), and if the Employee later terminates employment and becomes reemployed by the City, said Employee will not be eligible to participate in this Plan on or after said reemployment date.
- (B) If an Eligible Regular Employee who was eligible to make an election to ratify or revoke an election made prior to September 9, 2014, under paragraph 2(b)(iii) elected (affirmatively or by default) to ratify such prior election to withdraw from this Plan in favor of participation in the DC Plan in accordance with this subsection 2(b), and if the Employee later terminates employment and becomes reemployed by the City, said Employee will not be eligible to participate in this Plan on and after said reemployment date.

(xiv) **Vested Terminated Employees Who Remain in DB Plan; Effect of Later Termination & Re-Hire/Return to Service –** If a Participant who was Vested as of September 9, 2014, and thus was not eligible to make an election under paragraph 2(b)(ii), Terminates employment or vacates office and returns to Service with the City, said Participant will participate in this Plan on and after the date of said return to Service, subject to the applicable eligibility rules of this Plan.

(xv) **Former Participants Returning to Service on or after September 9, 2014 -** If a former Participant who was not in Service with the City on September 9, 2014, returns to Service with the City after September 9, 2014, such Participant shall participate in this Plan following the

Participant's return to Service, subject to the applicable eligibility rules of this Plan.

- (xvi) **Former Eligible Regular Employees Terminated Prior to Participating in this Plan Returning to Service on or after October 1, 2013** – If a former Eligible Regular Employee who Terminated employment before becoming a Participant in this Plan and who was not reemployed with the City prior to October 1, 2013, returns to service with the City on or after October 1, 2013, said Employee will not be eligible to participate in this Plan on and after said reemployment date.
- (xvii) **GMEBS Portability Service** – Credited Service under the defined benefit retirement plans of other GMEBS Retirement Fund member employers (portability service) will continue to be taken into account under this Plan in accordance with the GMEBS Basic Plan Document with respect to: (1) Eligible Regular Employees who were eligible to make an election under paragraph 2(b)(ii) or 2(b)(iii) above and who irrevocably elected to participate or continue participating in this Plan in accordance with this subsection 2(b); and (2) Eligible Regular Employees of the City and elected or appointed members of the Governing Authority who are described in paragraph 2(b)(iv), who were not eligible to make a DB-DC Plan election under paragraph 2(b)(ii) or 2(b)(iii) above. Portability service will not be taken into account for any purpose under this Plan with respect to: (1) Eligible Regular Employees who are eligible to make an election under paragraph 2(b)(ii) or 2(b)(iii) above and who irrevocably elect to waive participation in this Plan in order to participate in the DC Plan in accordance with this subsection 2(b); (2) former Regular Employees of the City who Terminated employment before satisfying the minimum Service requirements for participation in this Plan and who return to service with the City after October 1, 2013; 3) Any Employee who did not satisfy the eligibility requirements for participation (e.g., hours per week or months per year requirements, but not including the waiting period) in this Plan as of October 1, 2013; or 4) Employees (i.e., Regular Employees or elected or appointed members of the Governing Authority) who are initially employed or who initially take office on or after October 1, 2013.

***** Items (3) through (13) of pre-approved Addendum – Not Applicable *****

- (14) **Frozen Plan Provisions** (for amendment of Adoption Agreement only – see Section 9 of Adoption Agreement regarding Classes of Eligible Employees):

- ☒ (a) **Plan Freeze** - The Plan is "frozen" effective as of October 1, 2013 (specify date). The Plan shall be subject to all provisions of the Adoption Agreement and Basic Plan Document, except as otherwise provided herein, and the Employer shall continue to maintain the Plan's qualified status. The Plan shall be frozen, as follows (check as applicable):
- ☒ (i) The Plan shall be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable): ☐ all Participants; ☐ all Eligible Regular Employees; ☐ Members of the Governing Authority; ☐ Municipal Legal Officers; ☒ other (must specify): 1) All Regular Employees initially employed on or after October 1, 2013; 2) All elected or appointed members of the Governing Authority who initially take office on or after October 1, 2013; 3) All Eligible Regular Employees employed by the City on September 9, 2014, who were initially employed as Eligible Regular Employees prior to October 1, 2013, who were not Vested in this Plan and who irrevocably elected to waive participation in this Plan in favor of participation in the City's DC Plan in accordance with and subject to the requirements of subsection 2(b) of this Addendum; 4) All Employees employed by the City on September 9, 2014, who were initially employed as Eligible Regular Employees prior to October 1, 2013, who were not Vested in this Plan as of such date, and who irrevocably elected to ratify an election made prior to September 9, 2014, to withdraw from this Plan in favor of participation in the City's DC Plan in accordance with and subject to the requirements of subsection 2(b) of this Addendum; 5) former Regular Employees of the City who Terminated employment prior to becoming Participants in the Plan and who are reemployed on or after October 1, 2013; and 6) Employees who did not satisfy the eligibility requirements for participation (e.g., hours per week and months per year requirements, not including the waiting period) in the DB Plan (this Plan) as of October 1, 2013, even if such Employees subsequently satisfy the eligibility requirements for participation in this Plan.
- ☐ (ii) Active Participants in the affected class(es) of Eligible Employees as of the freeze effective date shall be vested in their normal retirement benefits accrued as of the effective date of the freeze to the extent funded notwithstanding any provision of the Adoption Agreement to the contrary.
- ☒ (iii) Employees who are (check all that apply): ☐ employed by the Employer or in office as of _____ (specify date), ☒ first employed on or after October 1, 2013 (specify date), ☒ first

take office on or after October 1, 2013 (specify date), ☐ reemployed on or after _____ (specify date), ☐ return to office (following a vacation of office) on or after _____ (specify date), shall not be eligible to participate in the Plan on or after their date of employment or the date on which they take office, as applicable (specify date).

☒ (iv) With respect to Employees designated in paragraph (iii) above, earnings on or after their date of employment (specify date) shall not be taken into account for purposes of the Plan.

☒ (v) The Employees designated in paragraph (iii) above shall not be credited with Service for the Employer on or after their date of employment or the date on which they take office, as applicable (specify date) for purposes of (check all that apply):
☒ computing the amount of benefits payable; ☒ meeting minimum service requirements for participation and vesting;
☒ meeting minimum service requirements for benefit eligibility under the Plan.

☒ (vi) The following additional provisions shall apply as a result of the freeze (must specify): Service and Earnings relating to the following categories of Employees shall not be taken into account for any purpose under the Plan: 1) Eligible Regular Employees employed by the City on September 9, 2014, who were initially employed as Eligible Regular Employees prior to October 1, 2013, who were not Vested in this Plan as of such date and who irrevocably elected to waive participation in this Plan in favor of participation in the City's DC Plan in accordance with and subject to the requirements of subsection 2(b) of this Addendum; 2) Employees employed by the City on September 9, 2014, who were initially employed as Eligible Regular Employees prior to October 1, 2013, who were not Vested in this Plan, and who irrevocably elected to ratify an election made prior to September 9, 2014, to withdraw from this Plan in favor of participation in the City's DC Plan in accordance with and subject to the requirements of subsection 2(b) of this Addendum; 3) Regular Employees who did not satisfy the eligibility requirements for participation (e.g., hours per week and months per year, not including the waiting period), in this Plan as of October 1, 2013, even if such Employees subsequently satisfy the eligibility requirements for participation in this Plan. See subsection 2(b) of this Addendum.

☐ (b) Restoration Following Plan Freeze - The Plan has been "frozen" since _____ (specify freeze date). Effective _____ (specify

date), the Plan shall be reactivated in accordance with and subject to the following provisions (check as applicable):

- ☐ (i) The Plan shall cease to be frozen with respect to the following class(es) of Eligible Employees (one or more as applicable): ☐ all Participants; ☐ all Eligible Regular Employees; ☐ Members of the Governing Authority; ☐ Municipal Legal Officers; ☐ other (must specify): _____.
- ☐ (ii) Employees (check all that apply): ☐ employed by the Employer and/or in office as of _____ (specify date), ☐ first employed on or after _____ (specify date), ☐ first took office on or after _____ (specify date), ☐ reemployed on or after _____ (specify date), ☐ returned to office (following a vacation of office) on or after _____ (specify date), shall be eligible to commence or re-commence participation in the Plan (as applicable) with respect to Service on or after _____ (specify date), provided they otherwise meet the eligibility requirements for participation under the Plan.
- ☐ (iii) With respect to the Employees designated in paragraph (ii) above, Earnings on or after _____ (specify date) shall be taken into account for purposes of the Plan.
- ☐ (iv) The Employees designated in paragraph (ii) above shall receive credit for Service for the Employer on or after _____ (specify date) for purposes of (check all that apply): ☐ computing the amount of benefits payable; ☐ meeting minimum service requirements for participation and vesting; ☐ meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee met the minimum hour requirement and other eligibility requirements for recognition of Credited Service under the Plan.
- ☐ (v) Former Employees who are reemployed and/or return to office as Eligible Employees after _____ (specify date) will receive credit for Service with the Employer on or after _____ (specify date) for purposes of (check all that apply): ☐ computing the amount of benefits payable; ☐ meeting minimum service requirements for participation and vesting; ☐ meeting minimum service requirements for benefit eligibility under the Plan, provided the Employee meets the minimum hour requirement and other eligibility requirements for recognition of Credited Service with respect to said period under the Plan, and provided the Employee satisfies any

applicable Plan requirements with respect to the Employee's break in Service.

- ☐ (vi) The following additional provisions shall apply as a result of restoration following the freeze (must specify): _____.

***** Item (15) of pre-approved Addendum – Not Applicable *****

(16) Other (may include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01 and 9.02):

- (a) **Monthly Normal Retirement Benefit Amount** – The monthly Normal Retirement benefit for Eligible Regular Employees with respect to Credited Service on or after April 1, 2009, shall be 1/12 of 2% of Final Average Earnings multiplied by years of Credited Service after April 1, 2009. For Eligible Regular Employees employed with the City as of April 1, 2009, the formula will be 3% of Final Average Earnings multiplied by years of Credited Service only with respect to Credited Service before April 1, 2009. With respect to new hires and re-hires who commence or return to employment with the City as Eligible Regular Employees after April 1, 2009, the formula will be 1/12 of 2% with respect to Credited Service after April 1, 2009. If a former Employee not employed as of April 1, 2009, returns to Service after April 1, 2009, the Employee's benefit with respect to Credited Service prior to April 1, 2009, if any, will be calculated based upon the formula that applied to the Employee upon the Employee's most recent Termination prior to reemployment (e.g., 3%, 2.3%, or 2% as applicable), and the Employee's benefit for Credited Service after April 1, 2009, will be calculated based upon the 2% formula. Notwithstanding any provision to the contrary, service credit purchased by an Eligible Regular Employee pursuant to the City's Service Credit Purchase Addendum shall be treated in the same manner as Credited Service after April 1, 2009, such that the monthly Normal Retirement benefit attributable to such purchased service credit shall be 1/12 of 2% of Final Average Earnings multiplied by the number of years of service credit purchased.
- (b) **Prior Service Credit for Certain Elected or Appointed Members of the Governing Authority** – This Section applies to a Participant in this Plan who: 1) was serving as an elected or appointed member of the Governing Authority on May 1, 1998; 2) irrevocably waived future participation in the City's plan effective May 1, 1998, in exchange for an In-Service Distribution of Retirement benefits while remaining in office; and 3) continuously served as an elected or appointed member of the Governing Authority from such date through November 13, 2012 (i.e., Council Member James Ridley Parrish). Notwithstanding any waiver of participation or provision in the Basic Plan Document or Adoption Agreement to the contrary, all of said

Participant's period of Service with the City, including Service from May 1, 1998 through June 30, 2003, shall be counted as Credited Service under this Plan for all purposes (i.e., computing the amount of benefits payable under the Plan, meeting the minimum service requirements for Vesting, and meeting the minimum service requirements for benefit eligibility).

- (c) **In-Service Distribution; No Reduction of Monthly Retirement Benefit by Actuarial Equivalent of Retirement Benefits Received Prior to Re-Retirement** – This Section applies to a Participant in this Plan who was receiving an In-Service Distribution of Retirement benefits on September 1, 2013 (i.e., Mr. James Ridley Parrish and Mr. Sonny Morris). Upon such Participant's subsequent Termination of Service, the amount of the Participant's Retirement benefit shall be recomputed taking into account his/her additional Credited Service under the Plan. Notwithstanding any provision in the Adoption Agreement or the Basic Plan Document to the contrary, the recomputed Retirement benefit amount will not be reduced by the Actuarial Equivalent of any benefits received prior to said subsequent Termination of Service. Furthermore, if such a Participant dies while in Service, the post-retirement death benefit payable to his Post-Retirement Beneficiary (as designated on his GMEBS Retirement application), if any, shall be computed in the normal manner but without reduction for the Actuarial Equivalent of any Retirement benefits received by the Participant prior to his death.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Winder, Georgia this _____ day of _____, 20____.

Attest:

CITY OF WINDER, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees

**Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary

**SERVICE CREDIT PURCHASE
ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Winder. It modifies the Adoption Agreement to provide for service credit purchases for eligible Participants in the Retirement Plan for the Employees of City of Winder, in accordance with and subject to the following requirements:

- (1) Service Credit Purchase; Eligibility Requirements. Subject to any conditions specified in Section 13.B. or 13.C. of the Adoption Agreement and in this Service Credit Purchase Addendum, Participants in this Plan who are actively employed on or after September 1, 2013, and who are Eligible Regular Employees of the City with at least five (5) years of Credited Service with the City of Winder may purchase credit under this Plan for up to five (5) years of service credit. Service credit purchased may include credit for periods for which there is no performance of service (i.e., imputed service) and will not be associated with any previous period of employment or military service. Service credit may not be purchased in increments of less than one (1) year. Elected or appointed members of the Governing Authority may not purchase service credit under this Plan. The purchase of prior service credit is permitted but not required under this Plan. Such purchases will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance that the Pension Committee Secretary or GMEBS deem appropriate.**
- (2) Use of Purchased Service Credit. Subject to any conditions or limitations provided in this Addendum, service credit purchased hereunder will be counted as Credited Service for purposes of (check all that apply):**
 - ☒ computing the amount of benefits payable under the Plan;**
 - ☒ meeting the minimum service requirements for vesting under the Plan;**
 - ☒ meeting the minimum service requirements for benefit eligibility under the Plan.**

- (3) **Application to Purchase Service Credit.** A Participant who meets the eligibility requirements specified in paragraph (1) above and who wishes to purchase eligible service credit as described in paragraph (1) above may apply for such purchase by completing and submitting to the Pension Committee Secretary an application form provided for that purpose. Participants will be responsible for providing the Pension Committee Secretary with any information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above.
- (4) **Window Period for Application.** In order to purchase service credit, eligible Participants may submit the service credit purchase application within the two-month window period beginning each July 1 and ending August 31, in odd-numbered calendar years beginning with 2015, provided, however, that Participants may submit the service credit purchase application within the two-month period beginning on October 1, 2013 and ending November 30, 2013 and within the two-month period beginning on October 1, 2017 and ending November 30, 2017. If a Participant does not submit a completed application to purchase service credit within the designated window period, the Participant will not be permitted to purchase service credit until the next window period. As a precondition for approval of the Participant's application, the Participant will be responsible for providing the Pension Committee Secretary with any additional information or documentation that the Pension Committee Secretary deems necessary to establish that the Participant's service is eligible for purchase under paragraph (1) above. Notwithstanding any provision herein to the contrary, no Participant may apply for or purchase prior service credit after termination of employment.
- (5) **Review by Pension Committee Secretary.** Within a reasonable period of time after the end of the application period, the Pension Committee Secretary will review the Participant's application to purchase service credit and will determine whether the application should be accepted. Upon approval of an application by the Pension Committee Secretary, the Pension Committee Secretary will certify on the application the number of years and months of prior service that are eligible for purchase under paragraph (1) above.
- (6) **Fee for Cost Study.** As a precondition for approval of the application to purchase service credit, and prior to the commencement of any cost

study, Participants may be required by the Employer to pay all or a portion of the GMEBS actuarial cost study fee(s) associated with determining the cost to purchase the Participant's eligible service credit. Any portion of the fee that the Participant is not required to pay will be paid by the Employer.

- (7) **Actuarial Study to Determine Cost of Purchase.** In the event that a cost study has not been undertaken prior to the Participant's submission of a completed application to purchase service credit, if the Participant's application to purchase is approved by the Pension Committee Secretary, a cost study will be undertaken as soon as reasonably practicable after the application has been approved, in order to determine the actuarial cost relating to the Participant's prior service that is eligible for purchase.
- (8) **Lump Sum Payment Required Within 120 Days.** Upon completion of the cost study, the Pension Committee Secretary will notify the Participant of the lump sum amount required to purchase prior service credit, as reflected in the cost study. Within 120 days of receiving this notice or of receiving notice of the Pension Committee's approval of the Participant's application to purchase service credit, whichever is later, the Participant shall remit said lump sum amount in the form and manner required by paragraphs (9)-(11) below, the Pension Committee Secretary, and GMEBS. The Participant may remit less than the full lump amount necessary to purchase all of the prior service credit which is eligible for purchase, in which case the percentage of service credit awarded will be equal to the percentage of the full amount remitted. The Pension Committee Secretary shall have the authority to extend the 120-day time period for payment of lump sum amounts required to purchase service credit if, for reasons outside the control of the Participant, payment cannot be made within the 120-day period. However, the time limit for payment will not be extended any later than 120 days beyond the expiration of the initial 120-day time period, and in no event may a Participant make such payment after termination of employment.
- (9) **Method of Payment.** To the extent permitted by the Internal Revenue Code and regulations issued thereunder, the lump sum amount referred to in paragraph (8) above may be paid via one or more of the following sources: (1) a direct trustee-to-trustee transfer from a 401(a) qualified retirement plan, a governmental 457(b) deferred compensation plan or a 403(b) tax sheltered annuity; (2) a qualified rollover from a governmental 457(b) plan, 403(b) tax-sheltered annuity plan, 401(a) qualified plan,

403(a) annuity plan, or a 408(a) or 408(b) individual retirement account or annuity (traditional IRA); or (3) a lump sum contribution of after-tax funds. Participants shall be solely responsible for effecting the payment referred to herein. Participants will not be permitted to purchase credit via payroll deduction.

- (10) **Limitation on Amount of Lump Sum Payment.** If the lump sum amount referred to in paragraph (8) is paid via any method other than as described under paragraph (9)(1) or (9)(2) above, then the Participant shall not be permitted to contribute to the Plan in any calendar year an amount which exceeds any applicable limit specified in Internal Revenue Code Section 415.
- (11) **IRC 415, Other Limitations.** Notwithstanding any other provision of the Adoption Agreement or this Addendum to the contrary, the Plan will not accept and shall return without interest any contribution or portion of a contribution made to purchase service credit if such contribution would result in a violation of the applicable limitations established under Internal Revenue Code Section 415(b), (c), or (n) or any other provision of law or the Plan, or if it is later determined that the Participant's prior service is not eligible for purchase, and any prior service credit attributable to said contribution or portion of a contribution will be forfeited.
- (12) **Return of Contributions.** Contributions made to purchase prior service credit shall be used to fund retirement and death benefits payable under the Plan relating to such credit. Contributions shall not otherwise be refundable to the Participant or any other person, except as otherwise provided in this paragraph (12) or in Section 13.06 or 18.04 of the Basic Plan Document (concerning failure to exhaust or termination of the Plan, respectively). Participants (check one):
- ☐ will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment (Participants must be vested to purchase prior service credit).
 - ☐ will not be permitted to withdraw contributions made to purchase prior service credit upon termination of employment, unless they are not vested upon termination (Participants are not required to be vested to purchase prior service credit).

- ☒ will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the provisions of Section 13.03(c) of the Basic Plan Document concerning the effect of withdrawal. For purposes of determining the amount of any refund of contributions made to purchase service credit, said contributions shall be credited with interest at five (5) percent, compounded annually, subject to any limitations on the crediting of interest in Section 13.03(c) of the Basic Plan Document.
- ☐ will be permitted to withdraw contributions made to purchase service credit upon termination of employment, subject to the following conditions for repayment (must describe):

Note: Partial withdrawal of employee contributions is not permitted. If the Participant withdraws contributions made to purchase service credit, the Participant will forfeit any and all service credit and/or benefits attributable to such purchase for all purposes.

(13) Repayment Upon Reemployment. If the Participant returns to employment with the Employer after having withdrawn contributions made to purchase prior service credit, the Participant (check one):

- ☐ not applicable (withdrawal not permitted).
- ☐ will not be permitted to re-purchase said service credit upon reemployment.
- ☐ will be permitted to re-purchase said service credit upon reemployment, based on the actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment pursuant to paragraph (14) below, provided that the Participant makes application for such re-purchase within [insert time limit] after reemployment and provided the Participant effects payment for such re-purchase in accordance with and subject to the provisions of this Addendum within [insert time limit] after the application is approved.

- ☒ will be permitted to re-purchase said service credit upon reemployment, subject to the following conditions for repayment (must describe other repayment method): Participants will be permitted to re-purchase said service credit upon reemployment, based on the then-actuarial cost of such service credit, taking into account the additional actuarial cost of any benefit enhancements adopted prior to reemployment, pursuant to paragraph (14) below, subject to the following conditions. To affect such re-purchase, the Participant must: 1) make application to the Pension Committee Secretary to re-purchase all forfeited service credit within 90 days after reemployment and prior to termination of employment; 2) effect such repayment within six (6) months after reemployment; 3) pay for the cost study associated with the re-purchase application; and 4) complete payment for such re-purchase prior to termination of employment in accordance and subject to the provisions of this Addendum concerning the timing, method and procedures governing payment for service credit purchases (see paragraphs 8-11 above).

(14) Definition of Actuarial Cost. The cost to purchase qualifying prior service credit shall be determined based upon the actuarial cost of said prior service credit. In applying the provisions of the Adoption Agreement and this Service Credit Purchase Addendum, the term "actuarial cost of prior service credit" means:

- ☒ the actuarial accrued liability relating to such prior service as determined by the GMEBS actuary and calculated using the actuarial assumptions and methods established for this purpose in the funding policy adopted by the GMEBS Board of Trustees.
- ☐ Other (must specify other method of determining actuarial cost for this purpose): _____.

The terms of the foregoing Service Credit Purchase Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Winder, Georgia, this _____ day of _____, 20____.

Attest:

CITY OF WINDER, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Service Credit Purchase Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary



PLANNING DEPARTMENT STAFF REPORT

City Council Meeting Date: August 28, 2025

APPLICATION FOR FINAL PLAT APPROVAL

Tax Map Number WN16 020A

Applicant:	Patrick Carey
Owner:	RR PARKWAY POINTE LLC
Site Address:	445 Carl Bethlehem Road
Request:	Final Plat Approval per City of Winder's Subdivision Ordinance
Staff Recommendation:	Approval
Tax Map Parcel:	WN16 020A
Land Area:	47.17 +/- acres

PROPOSAL:

The applicant is requesting approval of a final plat pursuant to Chapter 28 – Subdivisions of the City of Winder Code of Ordinances in a R-3: Multifamily Residential zone. Development of Phase 2 consists of 170 single-family attached townhome units. This development will not be subdivided for fee-simple ownership of the townhomes.

BACKGROUND / CURRENT ZONING:

The applicant is seeking approval of a final plat for Phase 2 of the Parkway Pointe development. The subject site was approved for a rezone to R-3: Multifamily Residential zone at the August 4, 2020, City Council meeting with the following 9 conditions:

1. All streets interior to the developments on the subject parcels must be developed, maintained, and controlled as private streets with controlled gated access at all points of ingress and egress.
2. Subject parcels must be connected to adjacent commercial centers via paved pedestrian and bicycle trails.

3. Subject parcels must provide separate amenity packages for each named development (Townhome and Multifamily separately) on the subject parcels. Amenities shall abide by City of Winder zoning ordinance requirements to include: a. One mile of nature trail through reserved natural areas including around the two existing ponds; b. Pocket parks; c. Dog Parks; d. Bicycle Racks; e. Swimming Pool: minimum of over 1900 ft² and with over 3,700 ft² of deck area; f. Clubhouse: minimum of 5,000 ft² to include Fitness Center, Lounge Areas, Club Room, and Kitchen.
4. The front exterior façade of each building on the subject parcels must contain a minimum of 60 percent brick or masonry stone with siding that is of a fiber cement material and complies with City of Winder zoning ordinance regulations in all other aspects. A four foot brick water table is to be installed on side and rear façade.
5. Garage units must be provided for each named development equivalent in a number equivalent to ten percent of the numbered units. * Council Member Sheats asked that the condition be clear regarding garage units in reference specifically to the multifamily complex/apartments.
6. A minimum of forty percent (40%) of the units for the Multifamily development on the subject parcels must be one bedroom units; and no more than five percent (5%) of the units for each of the Multifamily development on the subject parcels may be three bedroom units.
7. Subject parcels may be subdivided pursuant to the regulations of the City of Winder Zoning Ordinance; however, all properties developed on the subject parcels must be a single operating unit titled in fee simple ownership.
8. Architectural and exterior design finishes should be similar in appearance as to renderings #2-5 submitted in Zoning Application. (See Agenda Packet pages #275-279)
9. Natural gas should be used throughout the complex. The Townhomes will have at least 2 natural gas appliances and the Multifamily will have at least 3 natural gas appliances.

A Land Disturbance Permit (LDP) was issued for Phase 1 on July 25, 2022, and Phase 2 on June 3, 2023. At completion, the overall unit count for both phases will total 272 units.

The final plat for Parkway Pointe Phase 1 was approved by City Council at the January 2, 2024, meeting with the following condition:

1. The final plat be updated to address any outstanding staff comments prior to recording with the Barrow County Clerk of Courts.

A combination plat was approved and recorded with Barrow County Clerk of Superior Court on January 17, 2024, to combine parcels WN16 044 and WN16 020A.

SURROUNDING LAND USE:

The table below summarizes the nearby zoning districts and land uses:

Direction	Zoning	Current Land Use	Future Land Use
N	PUD: Planned Unit Development & B-2: General Commercial	Businesses, Restaurants, Movie Theater, Medical Offices, Residences at Gateway	Commerce Corridor & Old Winder
S	Barrow County: AR: Agricultural-Residential & R-1: Low Density Single-Family Residential	Residential Development	316 Innovation Corridor & Suburban Residential
E	Barrow County: AR: Agricultural-Residential, M-1: Light Industrial & C-3: Intensive Commercial	Residential Development & Barrow County 316 Business Park	Suburban Residential & 316 Innovation Corridor
W	Barrow County: C-3: Intensive Commercial & AR: Agricultural-Residential	Barrow Crossing Shopping Center & Residential Development	316 Innovation Corridor

SUBDIVISION STANDARDS:

The table below summarizes the zoning standards of the R-3: Multifamily Residential District:

Lot Dimensions	R-3: Multifamily Residential
Minimum Lot Area	10,000 sq. ft.
Minimum Lot Width	26 ft.
Minimum Floor Area	1,400 sq. ft. (townhouse)
Maximum Building Height	50 ft.
Front Yard Setback	10 ft.
Side Yard Setback	25 ft.
Side Street Setback	10 ft.
Rear Yard Setback	35 ft.

COMPREHENSIVE PLAN:

The parcels are located within the Commerce Corridor Character Area in the City's Future Land Use Map within the 2023 Comprehensive Plan. This character area is designed to "serve as a vibrant activity center adjacent to SR 316. This strategic intersection is located to provide direct access from SR 316, which benefits employment centers and large-scale commercial developments. The City will have capitalized on this major regional access point to provide maximum economic benefit to the City. Historically, development along this corridor has been mainly zoned industrial, but the City is seeing a stronger interest for a wider mix of use including community-serving retail and housing. Future development should be sensitive to and compatible with current development in order to maximize the potential of this catalytic site.

With new development, there is an opportunity for this area to provide key services for residents in the southern part of the City. The City will also explore potential connections between this area and Fort Yargo State Park. Where this area abuts less intense residential areas, the City will carefully manage transitions between the corridor and adjacent residential areas.”

Suggested future land uses for this Character Area include light industrial, commercial and retail centers, offices, services, and multi-family residential.

Appropriate zoning designations include B-1: Neighborhood Commercial, B-2: General Commercial, G: Government/Institutional, PUD: Planned Unit Development, and R-3: Multifamily Residential.

OUTSTANDING CODE VIOLATIONS:

None.

HISTORICAL DISTRICT:

The subject parcel is not located within the Historic District.

DOWNTOWN DEVELOPMENT AUTHORITY DISTRICT:

The subject parcel is not located within the Downtown Development Authority District.

ENVIRONMENTAL:

The subject parcel contains portions are zoned Flood Zone X: Area of minimal flood hazard and Flood Zone A: Areas subject to inundation by the 1% annual chance flood event generally determined using approximate methodologies. There are wetlands located on the property. The subject parcel is located within the Marbury Watershed District.

Any potential issues will be resolved during the permitting phase.

CITY SERVICES AND UTILITIES:

The subject parcel is located within the defined service districts for City of Winder water and natural gas. The subject parcel is within the Barrow County sewer territory. All extensions and tie-ins of utility infrastructure must be approved by the City of Winder as compliant with City regulations and policies and must be at the expense of the developer. No utilities shall be dedicated to the City of Winder and shall be privately owned and maintained.

BARROW COUNTY SCHOOL DISTRICT:

Bethlehem Elementary School, Haymon-Morris Middle School, Apalachee High School

TRANSPORTATION ISSUES:

The proposed development is located On Carl Bethlehem Road, between Loganville Highway and Harry McCarty Road. Georgia Department of Transportation (GDOT) traffic counts reported an

estimated annual average daily traffic (AADT) in 2023 of 6,570 on Carl Bethlehem Road, west of its intersection with Harry McCarty Road.

SITE/DEVELOPMENT CONSIDERATIONS:

Development of the subject properties will require compliance with all State and local regulations governing such, including the City's subdivision and zoning ordinances, utility and stormwater regulations, permitting and inspection processes, infrastructure and utility development, etc. These issues will be reviewed during the permit and inspection processes of the project unless otherwise noted within any approval conditions. Any site plans submitted for consideration of this request are submitted for this purpose only.

FINAL PLAT ANALYSIS:

I. Request for Final Plat Approval.

Section 28-14 of the City of Winder's Subdivision Ordinance defines a subdivision as *a division of a tract or parcel of land into two (2) or more lots, building sites or divisions for the purpose, whether immediate or future, of conveyance, transfer, improvements, sale, legacy or building development, and includes all division of land involving a new street or a change in existing streets, and includes re-subdivision and where appropriate to the context relates to the process of subdividing or to the land or areas subdivided; provided however, that the following are not included within this definition:*

(a) The combination or recombination of portions of previously platted lots where the total number of lots is not increased, and the resultant lots are equal to the standards set forth in this chapter.

(b) The division of land into parcels of five (5) acres or more where no new street is involved.

Further, Section 28-21 of the Subdivision Ordinance defines a major subdivision as "any division of a lot or parcel into two or more lots, building sites, parcels, or other divisions which is not classified as either exempt or minor."

Per Section 28-27 (2) (final plat) pursuant to approval of the preliminary plat by City Council and Land Disturbance Permit (LDP), a developer/subdivider shall submit a final plat, which is in conformity with the previously approved preliminary plat and LDP, to the City, pursuant to a sequence of submittal, review, and approval as detailed in subsections (a) through (h).

(Language in bold is from the City of Winder Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)

Section 28-27(2)(g) provides the specifications for final plats:

The final plat shall be prepared by a Georgia Registered Land Surveyor. If a professional engineer, licensed to practice in Georgia, shall contribute to the plat, then appropriate seals shall be shown. The plat shall be drawn at a scale appropriate to show details but no smaller than 200 feet to one inch. The plat shall be drawn in permanent ink on reproducible material

upon a sheet or sheets not exceeding 17 by 22 inches, in compliance with Georgia law, and unless specifically waived in whole or in part by the City Engineer, shall include:

- 1. The name of the subdivision and road names;**
 - *This criterion is met.*
- 2. The name, address, seal, and license number of the registered land surveyor; the original signature of the surveyor shall be across the seal for the plat to be valid; also, professional engineers or civil engineers, if appropriate;**
 - *This criterion is met.*
- 3. The date of the plat drawing, graphic scale, north point, notation as to the reference of bearings to magnetic, true north, or grid north and indication whether bearings shown are calculated from angles turned or taken from compass readings;**
 - *This criterion is met.*
- 4. The location of the parcel (land district and land lot) giving total acreage being subdivided, total number of lots created and total length of new roads within the development;**
 - *This criterion is met.*
- 5. A general location map at a scale not less than one-inch equals 1,000 feet, showing the relationship of the plat to other existing roads and properties in City of Winder;**
 - *This criterion is met.*
- 6. The index map where more than one sheet is required to present the plat (Note: multiple sheets shall each be named to conform with the title sheet and designated, for example: one of three, two of three, and three of three);**
 - *This criterion is met.*
- 7. Identify the point of beginning (POB) tied to the nearest existing road intersection or nearest land lot line or district line;**
 - *This criterion is met.*
- 8. Exact boundary lines and zoning classification(s) of the parcel shall be in compliance with the Georgia Plat Act, O.C.G.A. § 15-6-67;**
 - *This criterion is met.*
- 9. City, County, or land lot lines accurately tied to the lines of the subdivision by distance and angles when such lines traverse the subdivision;**
 - *This criterion is met.*

- 10. Road center lines, showing angles of deflection and standard curve data of intersection, radii, length of tangents and arcs, and degree of curvature;**
 - *This criterion is met.*
- 11. Lot lines with dimensions to the nearest one-hundredth foot and bearings to the nearest minute, arcs, and chords and tangent or radii of rounded corners;**
 - *This criterion is met.*
- 12. Front and rear structure or building setback lines; side setback lines may be noted upon the survey, but shall not be required to be shown upon each lot;**
 - *This criterion is met.*
- 13. Lots or parcels numbered in numerical order or numbered in relationship to each phase of development; phase development lines;**
 - *This criterion is met.*
- 14. A stormwater management report shall be submitted to the City with technical design criteria, as set forth herein. Location, dimensions, and purpose of all drainage structures and of any easements; including slope easements, and public service utility right-of-way lines, and any areas to be reserved, donated, or dedicated to public use or sites for other than residential use with notes stating their purpose and limitations; and of any areas to be reserved ID covenant for common uses of all property owners;**
 - *This criterion is met.*
- 15. Final sanitary sewer easements (if applicable) with existing manhole locations;**
 - *This criterion is met.*
- 16. Final water supply easements (if applicable) with location of existing fire hydrants;**
 - *This criterion is met.*
- 17. Location of monuments and markers to the degree of accuracy required of professional engineers and/or registered land surveyors pursuant to Georgia law;**
 - *This criterion is met.*
- 18. The boundary and elevation of the 100-year floodplain as determined by F.I.R.M. and/or best available data, as determined by the City Engineer;**
 - *This criterion is met.*
- 19. Applicable certificates and statements as specified in this chapter.**
 - *This criterion is met.*
- 20. If restrictions apply to the subdivision, then such restrictions shall be shown or noted on the final plat;**
 - *This criterion is met.*

21. The location and dimension of all areas proposed to be set aside for recreation use, open space, green space, or other public use, with designation of the purpose thereof, and conditions, if any, of the dedication or reservation;

- *This criterion is met.*

22. The Barrow County Tax Assessor's map and parcel numbers, addresses, and street names;

- *This criterion is met.*

23. A complete list of any deviation(s) from the approved preliminary plat.

- *This criterion is met.*

Pursuant to Section 28-27(2)c. of the City of Winder's Subdivision Ordinance, "(Approval procedures), After preliminary plat approval and conformity with any conditions previously imposed on the preliminary plat, submittal of the final plat and all supporting documentation, data, and certifications, the final plat and/or site plan shall be approved or disapproved by the City of Winder Planning and Development Department. The City of Winder Planning and Development Department may disapprove any such final plat if any portion of the proposed subdivision is in violation of any applicable ordinance, law, rule, or regulation of any governmental unit having jurisdiction. The final plat shall be presented to the City Council at the public meeting to determine whether the Mayor is authorized to sign the final plat. At such public meeting, the City Council shall consider the recommendation of staff and determine whether the final plat is in conformity with the preliminary plat, including any conditions imposed thereon. The City Council may approve or deny the final plat."

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the final plat request in a R-3: Multifamily Residential zone.

ATTACHMENTS:

1. Attachment 1 – Application for Final Plat



Final Subdivision Plat Application

Date: 04/28/2025

Applicant / Owner

Applicant Name: Patrick Carey
Address: 262 W Crogan St.
City, State, Zip: Lawrenceville
Phone:
Email:
Company:

Owner Name: Rocklyn Homes
Address: 755 Old Peachtree Rd
City, State, Zip: Suwanee, GA 30024
Phone:
Email:

Surveyor Firm Information

Name: Keystone Land Surveying
Inc
Contact Person: Patrick Carey
Registration Number: 3077
Address: 262 W Crogan Steet,
Lawrenceville GA 30046

Phone:
Email:

Project

Subject Site Address: 445 Carl Bethlehem Rd
Tax Map Parcel #: WN16 020A

Proposed Project: Parkway Pointe Phase Two
Total Site Acreage: 47.17 acres

Details

Is Applicant representing the current property owner?: Yes

If not, please identify the party the applicant is representing and that party's interest in the platting of this property.

Is this plat associated with a Development Permit, Building Permit, or Land Use Application project?: Yes

If yes, please identify.

1079

Is this plat for an additional phase of a previously approved project?: Yes

If so, identify phase and project.

Parkway Pointe Phase One

Describe purpose of platting approval sought:

Platting the Second Phase

Has any tract on this Application been previously submitted as a subdivision to the City?: No

If yes, provide the following: Name of Subdivision and Date Submitted

Is this Subdivision / Plat Approval seeking a variance request?: No

If so, describe the request and identify any variance applications filed.

Date of Preliminary Plat Approval: 2022-02-22

Identify any required improvements, including landscaping, yet to be completed and a schedule for doing so. Water, Sewer, Roads completed. Gas Line 80% complete. Landscaping and sidewalks to be completed as the building construction progresses on a building by building basis.

Please attach a narrative statement to this application describing the subdivision and whether improvements are needed to provide access to public infrastructure to all new lots created by the subdivision plat. If no improvements are necessary, please state that no infrastructure improvements are necessary.

Please submit an executed Final Development Performance Maintenance agreement along with this Application.

Please submit a performance and maintenance surety bond, cash, or an irrevocable letter of credit from a local financial institution in the amount established by the City of Winder.

Please submit Applications for Dedication and As Built Drawings for any public improvements shown on the Final Plat.

By my signature below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application. I acknowledge that I understand and have complied with all of the submittal requirements and procedures, and that this application is a complete application submittal. I further understand that an incomplete application submittal may cause my application to be deferred to the next posted deadline date. I understand that the approval of this application does not constitute a waiver from any applicable local, state, or federal regulations.

Patrick Carey PLS

Name

04/28/2025

Date

eFiled and eRecorded
DATE: 01/17/2024
TIME: 10:41 AM
PLAT BOOK: 66
PAGE: 349 - 349
FILING FEES: \$10.00
PART ID: 5048281798
RECORDED BY: AW
Janie J. Jones
Barrow County, GA

- REFERENCE:
1. PLAT FOR BARROW CROSSING RECORDED IN PLAT BOOK 60 PAGE 246
 2. ACCESS EASEMENT FOR BARROW CROSSING BLVD IN FAVOR OF PHASE 2 OF THIS PROJECT RECORDED IN DEED BOOK 1373 PAGE 272. PHASE 2 IS A SUCCESSOR BENEFICIARY OF SAID EASEMENT TO THE MADDOX PROPERTY
 3. PHASE 1 LDP PERMIT NUMBER 100 APPROVED 7-25-22
 4. PHASE 2 LDP PERMIT NUMBER 1079 APPROVED 6-6-23
 5. BOUNDARY FROM ALTA/NSPS SURVEY FOR ARBOR REALTY SR, INC ET AL. BY ALLIANCE LAND SURVEYING DATED 1-20-2022

- NOTES:
1. ZONING: R-3
MINIMUM LOT AREA 10,000 SQ. FT.
 2. THERE ARE EASEMENTS ON THIS SURVEY
 3. THIS PLAT IS NOT A SUBDIVISION PER CITY OF WINDER SUBDIVISION ORDINANCE, SECTION 28-2-SUBDIVISION EXEMPTION (A) THE COMBINATION OR RECOGNITION OF THE PORTIONS OF PREVIOUSLY PLATTED LOTS WHERE THE RESULTANT LOTS ARE EQUAL TO THE STANDARDS SET FORTH IN THIS CHAPTER

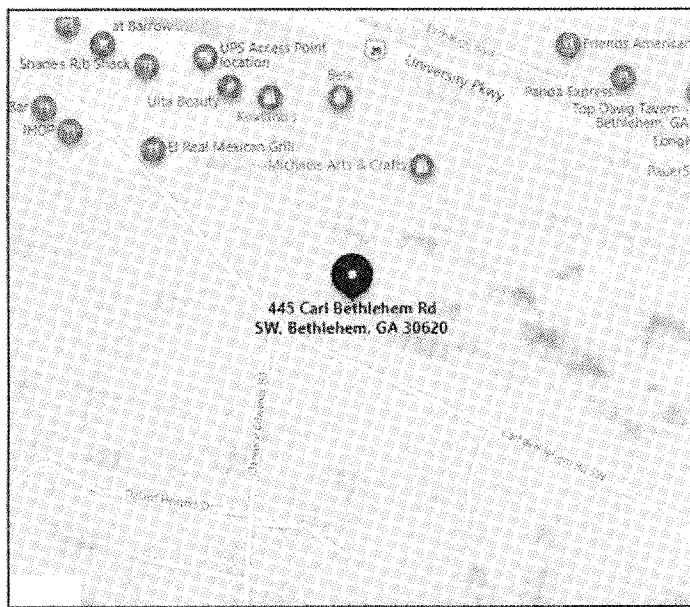
FLOOD HAZARD NOTE: PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLOOD HAZARD AREA ZONE X, AREA OF MINIMAL FLOOD HAZARD AS DEFINED BY FIRM MAP OF BARROW COUNTY, GEORGIA 13013C0128D EFFECTIVE DATE DECEMBER 01, 2022

FINAL PLAT APPROVAL

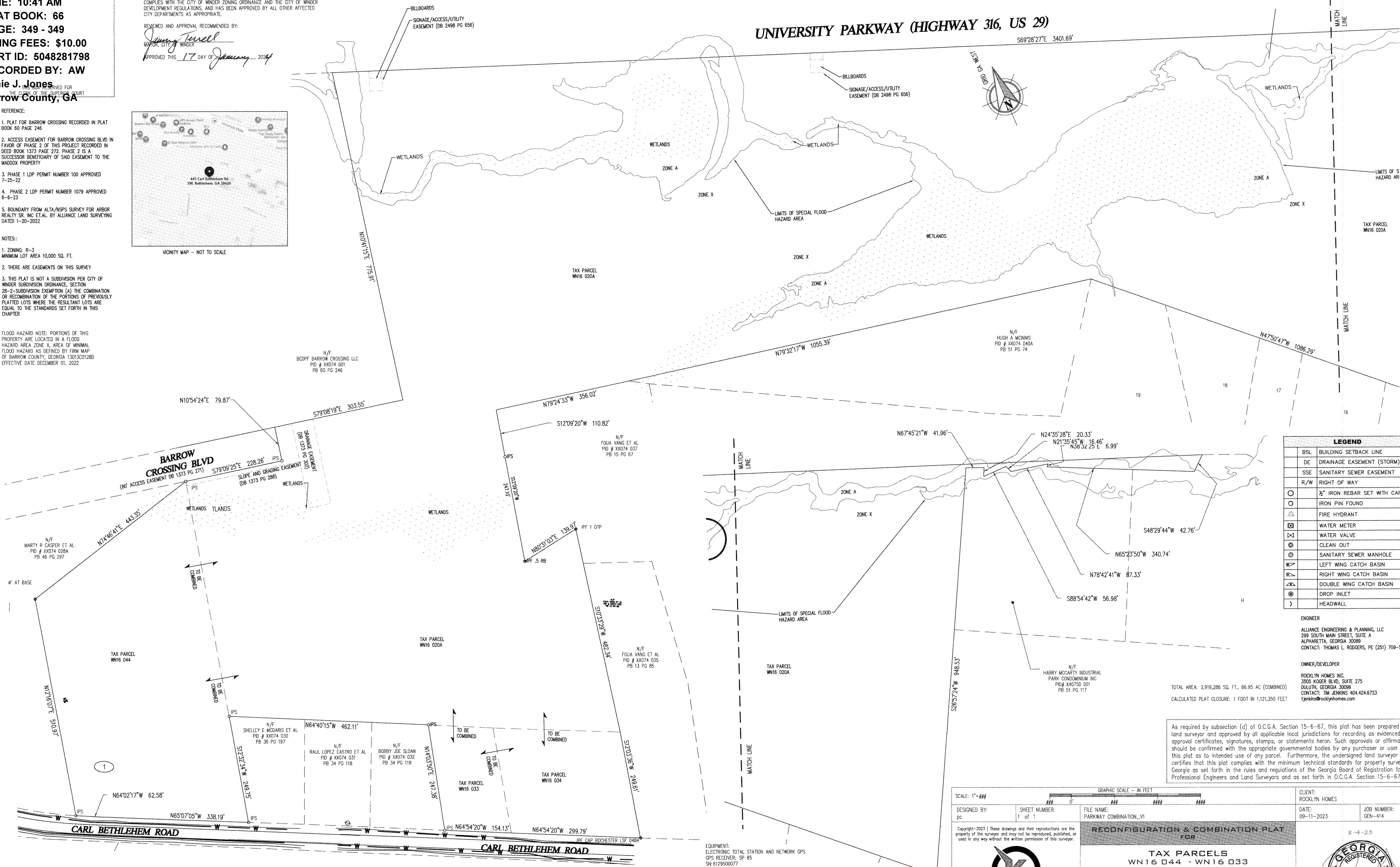
THE MAYOR OF THE CITY OF WINDER, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF WINDER ZONING ORDINANCE AND THE CITY OF WINDER DEVELOPMENT REGULATIONS, AND HAS BEEN APPROVED BY ALL OTHER AFFECTED CITY DEPARTMENTS AS APPROPRIATE.

REVIEWED AND APPROVAL RECOMMENDED BY:

Janie J. Jones
WINDER, CITY OF WINDER
APPROVED THIS 17 DAY OF January, 2024



VICINITY MAP - NOT TO SCALE



LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
○	1/2" IRON REBAR SET WITH CAP
○	IRON PIN FOUND
⊗	FIRE HYDRANT
⊗	WATER METER
⊗	WATER VALVE
⊗	CLEAN OUT
⊗	SANITARY SEWER MANHOLE
⊗	LEFT WING CATCH BASIN
⊗	RIGHT WING CATCH BASIN
⊗	DOUBLE WING CATCH BASIN
⊗	DROP INLET
⊗	HEADWALL

ENGINEER

ALLIANCE ENGINEERING & PLANNING, LLC
299 SOUTH MAIN STREET, SUITE A
ALPHARETTA, GEORGIA 30089
CONTACT: THOMAS L. RODGERS, PE (251) 709-5004

OWNER/DEVELOPER

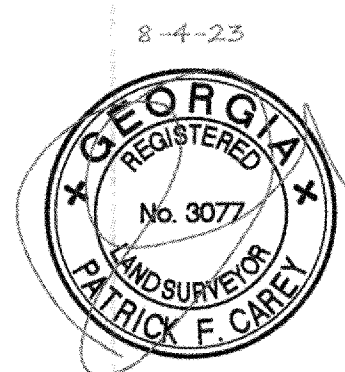
ROCKLYN HOMES INC.
3505 KOGER BLVD, SUITE 275
DULUTH, GEORGIA 30098
CONTACT: TIM JENKINS 404-424-6723
tjenkins@rocklynhomes.com

TOTAL AREA: 2,916,286 SQ. FT., 66.95 AC (COMBINED)
CALCULATED PLAT CLOSURE: 1 FOOT IN 1,121,350 FEET

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67

SCALE: 1"=###		GRAPHIC SCALE - IN FEET		CLIENT: ROCKLYN HOMES	
DESIGNED BY: pc	SHEET NUMBER: 1 of 1	FILE NAME: PARKWAY COMBINATION_V1	DATE: 09-11-2023	JOB NUMBER: GEN-414	
Copyright-2023 These drawings and their reproductions are the property of the surveyor and may not be reproduced, published, or used in any way without the written permission of this surveyor.					
EQUIPMENT: ELECTRONIC TOTAL STATION AND NETWORK GPS GPS RECEIVER: SP 85 SN: B129500077 NETWORK: TRIMBLE VRS Now RTK GNSS					
TRAVERSE PRECISION: 1 FOOT IN 47,059 FEET AND AN ANGULAR ERROR OF 1 SECONDS PER ANGLE AND WAS UNADJUSTED					
FIELD DATA: DATE OF FIELD SURVEY 5-01-2023					
HORIZONTAL DATUM BASED ON (N.A.D.) 1983 (1994 ADJUSTMENT) VERTICAL DATUM BASED ON (N.A.V.D.) 1988					
RECONFIGURATION & COMBINATION PLAT FOR TAX PARCELS WN16 044 - WN16 033 WN16 034 - WN16 020A G.M.D. 249, CITY OF WINDER, BARROW COUNTY GEORGIA					
REVISIONS:					
1	1-10-23	Comments - adjust combination notation	PC		
2					
3					
4					
5					

KEYSTONE LAND SURVEYING, INC.
162 EAST CROGAN STREET - SUITE G
LAWRENCEVILLE, GEORGIA 30046
770.545.8700
www.keystonelandsurveying.com



THIS BOX RESERVED FOR
THE CLERK OF THE SUPERIOR COURT



VICINITY MAP – NOT TO SCALE

FINAL PLAT APPROVAL

The Mayor of the City of Winder, Georgia certifies that this plat complies with the City of Winder Comprehensive Zoning Ordinance and the city of Winder development regulations, and has been approved by all other affected City, County or State Departments, and public water, sewer, storm drainage, and other public facilities and appurtenances shown thereon, subject to ratification by the City Council of Winder. This plat is approved, subject to the provisions and requirements of the development performance and maintenance agreement for this project between the owner and the City of Winder.

Dated this _____ Day of _____ 2025

Zoning Administrator, City of Winder

Mayor, City of Winder

Owners Acknowledgment, Declaration and Easement dedication:

The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey. The owner further certifies that either there are no wetlands on this site or such wetlands are impacted in accordance with the approved development plans dated 8–27–2021. The owner further DEDICATES by this Acknowledgement and Declaration to the use of BARROW COUNTY, forever all sanitary sewer manholes, sanitary sewer lines, sewer laterals and related sanitary easements. Other easements and utilities are privately maintained

Signature of Owner _____ Date _____

Printed or Typed Name of Owner _____

Final Surveyor’s Certificate

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the city of winder subdivision regulations have been fully complied with, and approval hereof does not relieve me of any liability associated with inaccuracies or improper design.

By: _____ REGISTERED GEORGIA LAND SURVEYOR #3077

Date _____

STORMWATER NOTES

- FLOODPLAIN NOTE – THERE IS NO WATER COURSE WITH A DRAINAGE AREA EXCEEDING 100 ACRES ON THIS PROPERTY
- THERE IS FLOODPLAIN PER FIRM PANEL 13013C01280 DATED DECEMBER 1, 2022 ON THIS PROPERTY (PHASE 2)
- WETLANDS NOTE – 0.98 ACRES OF WETLANDS ARE BEING DISTURBED (IN ACCORDANCE WITH DEVELOPMENT PLANS)
- STORMWATER MANAGEMENT NOTE – STORM WATER MANAGEMENT FOR THIS SITE IS PROVIDED ON–SITE
- STREAM BUFFER NOTE – A 50–FOOT UNDISTURBED BUFFER AND A 75–FOOT IMPERVIOUS SETBACK ADJACENT TO ALL STREAMS SHALL BE MAINTAINED UNLESS AN APPROPRIATE STREAM BUFFER VARIANCE IS OBTAINED.
- THE DETENTION POND AND ALL ASSOCIATED APPURTENANCES ARE TO BE MAINTAINED BY THE LANDLORD IN PERPETUITY
- SEWER PROVIDED BY BARROW COUNTY
- WATER PROVIDED BY CITY OF WINDER

SITE NOTES

- RECREATION AREA–OPEN SPACE, COMMON AREA, & RECREATION AREA TO BE DEEDED TO AND MAINTAINED BY THE LANDLORD. MAINTENANCE SHALL INCLUDE REPLACEMENT & TRIMMING OF TREES. FENCES SHALL BE OWNED AND MAINTAINED BY THE LANDLORD FOR THE PROJECT
- ALL UTILITIES TO BE LOCATED UNDERGROUND
- NO TREES TO BE LOCATED IN THE VICINITY OF WATER METERS
- REPAIRS OR REPLACEMENT OF ANY EMERGENCY VEHICLE TURNAROUNDS OUTSIDE OF THE RIGHT OF WAY ARE THE SOLE RESPONSIBILITY OF THE LANDLORD
- SUBJECT PARCEL IS SERVICED BY CITY OF WINDER WATER AND GAS. ALL EXTENSIONS AND TIE–INS OF THE UTILITY MUST BE APPROVED BY THE CITY AS COMPLIANT WITH CITY REGULATIONS AND PRACTICES AND MUST BE AT THE EXPENSE OF THE DEVELOPER.
- LOCATION OF NATURE TRAIL AND NAME CHANGE FROM SPRING LANE TO TOWNLEY ROAD ARE DEVIATIONS FROM THE PRELIMINARY PLAT AND ARE APPROVED BY THEIR CORRESPONDING OVERSIGHT DEPARTMENTS.

PARKWAY POINTE

PHASE TWO

445 CARL BETHLEHEM ROAD
CITY OF WINDER, BARROW COUNTY, GA 30620
TAX PARCEL *WN16 020A
LATITUDE 33.93721
LONGITUDE –83.74667

ZONING CONDITIONS PER REGULAR COUNCIL MEETING AUGUST 4, 2020

- Applicant, Mahaffey Pickens Tucker, LLP and owner, Farm Development LLLP have submitted a request to rezone +/-58.55 acres located on the south side of Georgia Highway 316 and to the east of Barrow Crossing also known as Map & Parcel # WN16-020A. The request is for rezoning from the current B-2 (General Commercial) Zone to R-3 (Multi-Family Residential) Zone.

City Administrator Mandi Cody noted to the Council that voting items 9 through 12 were companion cases for a singular project. Council Member Sheats made a motion to approve the request for the singular project with nine conditions as follows:

- All streets interior to the developments on the subject parcels must be developed, maintained, and controlled as private streets with controlled gated access at all points of ingress and egress.
- Subject parcels must be connected to adjacent commercial centers via paved pedestrian and bicycle trails.
- Subject parcels must provide separate amenity packages for each named development (Townhome and Multifamily separately) on the subject parcels. Amenities shall abide by City of Winder zoning ordinance requirements to include:
 - One mile of nature trail through reserved natural areas including around the two existing ponds;
 - Pocket parks;
 - Dog Parks;
 - Bicycle Racks;
 - Swimming Pool: minimum of over 1900 ft² and with over 3,700 ft² of deck area;
 - Clubhouse: minimum of 5,000 ft² to include Fitness Center, Lounge Areas, Club Room, and Kitchen.

- The front exterior façade of each building on the subject parcels must contain a minimum of 60 percent brick or masonry stone with siding that is of a fiber cement material and complies with City of Winder zoning ordinance regulations in all other aspects. A four foot brick water table is to be installed on side and rear façade.
- Garage units must be provided for each named development equivalent in a number equivalent to ten percent of the numbered units.
* Council Member Sheats asked that the condition be clear regarding garage units in reference specifically to the multifamily complex/apartments.
- A minimum of forty percent (40%) of the units for the Multifamily development on the subject parcels must be one bedroom units; and no more than five percent (5%) of the units for each of the Multifamily development on the subject parcels may be three bedroom units.
- Subject parcels may be subdivided pursuant to the regulations of the City of Winder Zoning Ordinance; however, all properties developed on the subject parcels must be a single operating unit titled in fee simple ownership.
- Architectural and exterior design finishes should be similar in appearance as to renderings #2-5 submitted in Zoning Application. (See Agenda Packet pages #275-279)
- Natural gas should be used throughout the complex. The Townhomes will have at least 2 natural gas appliances and the Multifamily will have at least 3 natural gas appliances.

Council Member Singley seconded the motion to approve the request with the nine provided conditions. Representative of applicant, Shane Lanham, requested clarification for condition number 6. Council Member Sheats and Council Member Singley agreed to the clarification of condition number 6 as provided above.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Holly Sheats, Council Member At-Large
SECONDER:	Travis Singley, Council Member Ward 4
AYES:	Morris, Kilgore, Terrell, Singley, Akins, Sheats

OPEN SPACE AMENITIES:

- TYPE 1:
- SWIMMING POOL 1,901 SQ. FT. MIN. (PHASE 2)
 - POOL DECK AREA 3,701 SQ. FT. MIN. (PHASE 2)
 - CLUBHOUSE* 5,000 SQ. FT. MIN. (PHASE 2)
 - POCKET PARK (1) +/- 6,000 SQ. FT. (PHASE 1)
 - POCKET PARK (2) +/- 12,000 SQ. FT. (PHASE 2)

- TYPE 2:
- NATURE TRAIL +/- 1.02 MILES (PHASE 2)
 - DOG PARK +/- 13,000 SQ. FT. (PHASE 2)

*CLUBHOUSE TO INCLUDE FITNESS CENTER, LOUNGE AREAS, CLUB ROOM, AND KITCHEN

GENERAL NOTES:

- This Plat has been prepared without the benefit of a current title report. Easements or encumbrances may exist that are not shown on this plat.
- This plat is subject to any restrictions, easements, covenants or restrictions that may exist either written or unwritten.
- Underground utilities not shown hereon may exist. The Surveyor does not take responsibility for absence or presence of any such utilities.
- No Geodetic monuments were found within 500 feet of this site.
- This Plat has been prepared for the exclusive use of the person(s) or entities named hereon.
- 6" 18" #4 rebar set at boundary corners with pink plastic cap LSF 1292.



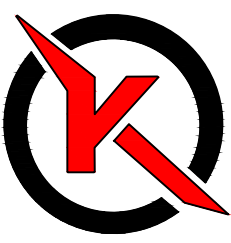
Contact 811 before you dig.

EQUIPMENT:
ELECTRONIC TOTAL STATION AND RTK GPS
GPS RECEIVER: TRIMBLE R12i,
SN: 6340F00404 ROVER
6340F00685 BASE
NETWORK: TRIMBLE VRS NOW RTK GNSS

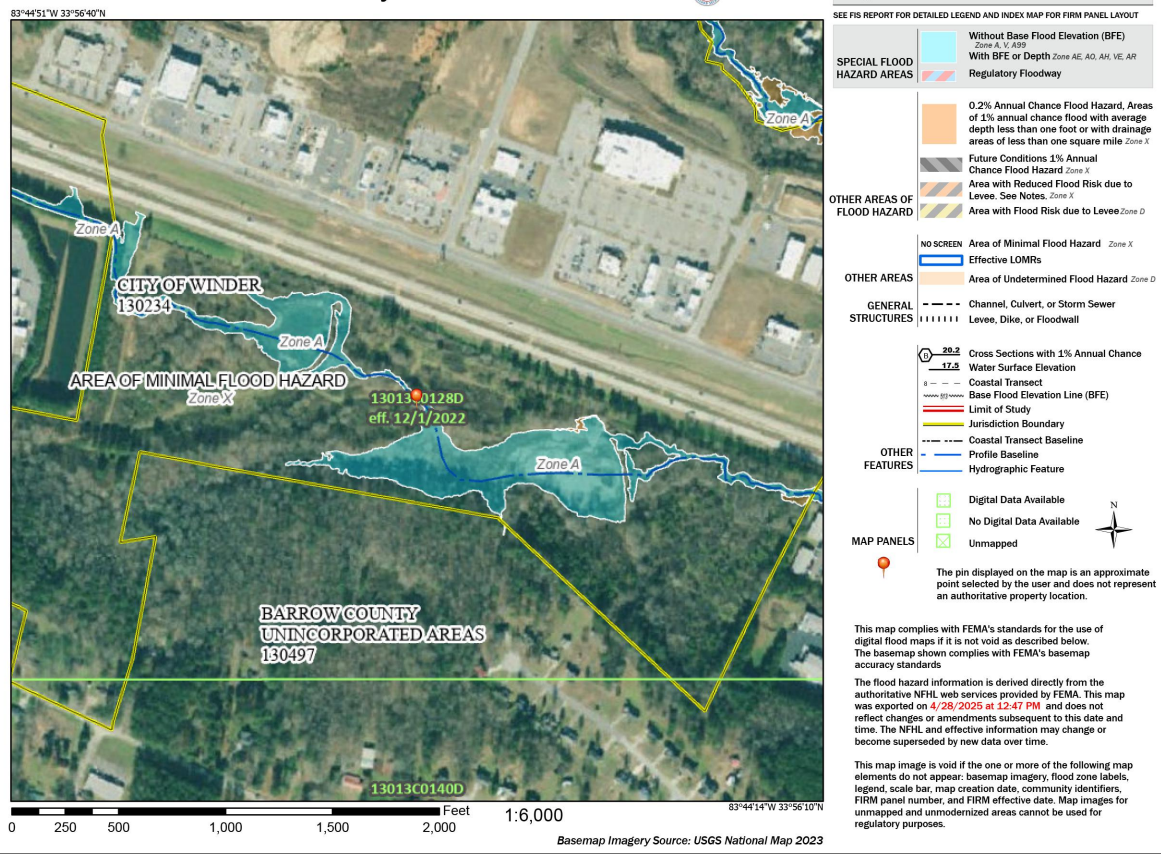
HORIZONTAL DATUM BASED ON (N.A.D) 1983 (2011 ADJUSTMENT)
VERTICAL DATUM BASED ON (N.A.V.D) 1988

BOUNDARY SURVEY DATA:

SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY:
BOUNDARY SURVEY BY ALLIANCE SURVEYING, LLC

SCALE: N/A		GRAPHIC SCALE – IN FEET		CLIENT: ROCKLYN HOMES	
DESIGNED BY: PC	SHEET NUMBER: 1 of 13	FILE NAME: PARKWAY PH2 FPV4		DATE: July 18, 2025	JOB NUMBER: FP 204
Copyright–2023 These drawings and their reproductions are the property of the surveyor and may not be reproduced, published, or used in any way without the written permission of this surveyor.  KEYSTONE LAND SURVEYING, INC. 262 WEST CROGAN STREET LAWRENCEVILLE, GEORGIA 30046 770.545.8700 www.keystonelandsurveying.com				FINAL PLAT	
				PARKWAY POINTE PHASE 2 CITY OF WINDER G.M.D. 249, BARROW COUNTY, GEORGIA	
REVISIONS					
1	8–6–25	COMMENTS – ALL SHEETS		PC	
2	8–15–2025	update dedication statement		pc	
3					
4					
5					

National Flood Hazard Layer FIRMette



FLOOD HAZARD NOTE: THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA ZONE X, AREA OF MINIMAL FLOOD HAZARD, AND ZONE A, AS DEFINED BY FIRM MAP OF BARROW COUNTY, GEORGIA 13013C01280 EFFECTIVE DATE DECEMBER 01, 2022

ARBORIST NOTES:

- CODE SEC. 3–15.D – ALL MECHANICAL, HVAC, AND SIMILAR SYSTEMS SHALL BE SCREENED FROM VIEW FROM ANY PUBLIC OR PRIVATE STREET IN A RESIDENTIAL DISTRICT. ALL MECHANICAL, HVAC, AND SIMILAR SYSTEMS LOCATED ON THE REAR LOT OF THE PRINCIPAL RESIDENTIAL STRUCTURE WILL NOT REQUIRE SCREENING FROM VIEW.

- CODE SEC. 3–5.A – ALL DISTURBED AREAS MUST BE LANDSCAPED WITH SOD OR INCORPORATED INTO A LANDSCAPE BE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR A LOT. ALL DRAINAGE SWALES MUST BE SODDED WITH TURF.

- ONE 2–INCH CALIPER TREE TO BE PLANTED IN THE FRONT OF EACH TOWNHOME UNIT.

REFERENCE:

- PLAT FOR BARROW CROSSING RECORDED IN PLAT BOOK 60 PAGE 246

- ACCESS EASEMENT FOR BARROW CROSSING BLVD IN FAVOR OF PHASE 2 OF THIS PROJECT RECORDED IN DEED BOOK 1373 PAGE 272. PHASE 2 IS A SUCCESSOR BENEFICIARY OF SAID EASEMENT TO THE MADDOX PROPERTY

- PHASE 1 LDP PERMIT NUMBER 100 APPROVED 7–25–22

- PHASE 2 LDP PERMIT NUMBER 1079 APPROVED 6–6–23

- BOUNDARY FROM ALTA/NSPS SURVEY FOR ARBOR REALTY SR. INC ET.AL. BY ALLIANCE LAND SURVEYING DATED 1–20–2022

TOTAL AREA: 2,054,530 SQ. FT., 47.17 AC (PHASE 2)
RIGHT OF WAY AREA: 0 SQ. FT., 0 AC
NET AREA OF SUBDIVISION: 2,054,530 SQ. FT., 47.17 AC
TOTAL LENGTH OF NEW ROADS: 5,385 FEET
PHASE 2

CALCULATED PLAT CLOSURE: 1 FOOT IN 532,526 FEET

FIELD DATA:

DATE OF FIELD SURVEY 5–01–2023, 11–01–2024

TRAVERSE PRECISION: 1 FOOT IN 47,059 FEET
AND AN ANGULAR ERROR OF 1 SECONDS PER ANGLE
TURNED AND WAS UNADJUSTED

OWNER/DEVELOPER

ROCKLYN HOMES INC.
755 OLD PEACHTREE RD NW
SUWANEE, GEORGIA 30024
CONTACT: TIM JENKINS 404.424.6723
tjenkins@rocklynhomes.com

COVENANTS:

THIS DEVELOPMENT AND RESIDENTS THEREOF ARE
SUBJECT TO COVENANTS RECORDED IN
DEED BOOK 2812 BEGINNING ON PAGE 208

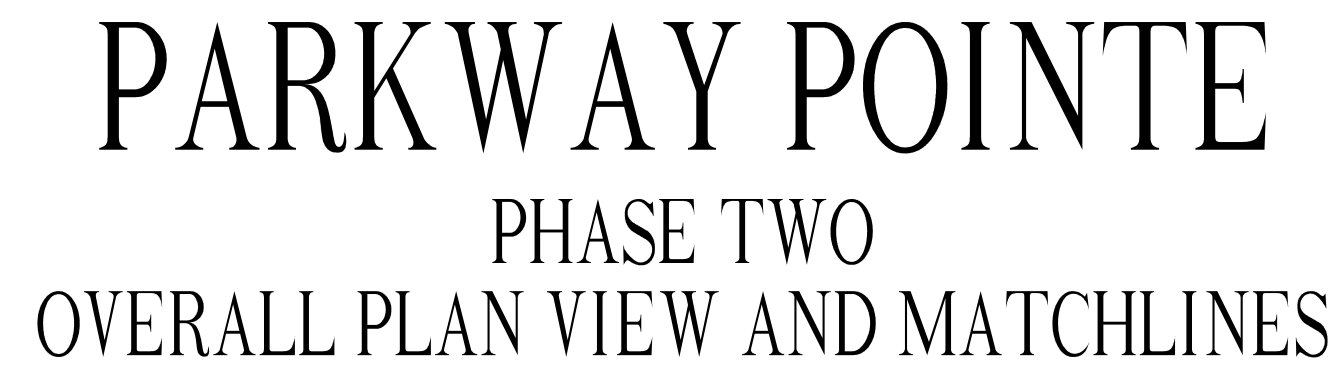
SITE DATA
ZONING: R–3
TOTAL AREA: 47.17 ACRES
FLOODPLAIN AREA: 7.49 ACRES
TOTAL LOTS PHASE 2: 1 LOT WITH 170 UNITS
TOTAL LENGTH OF NEW ROADS: 5,385 FEET

SETBACKS:
ALL SETBACKS ARE DRAWN FROM EDGE OF A 60' UTILITY CORRIDOR

FRONT:	35 FEET
SIDE SETBACK:	25 FEET
REAR YARD:	35 FEET
BUILDING SEPARATION:	25 FEET
BUFFER:	10 FEET WHERE SHOWN

PRIVATE ACCESS AND UTILITY CORRIDOR: 60 FEET

As required by subsection (d) of O.C.G.A. Section 15–6–67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements heron. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15–6–67



**PARKWAY POINTE
PHASE 2
CITY OF WINDER**

FINAL PLAT

G.M.D. 249, BARROW COUNTY, GEORGIA

REVISIONS	
1	
2	
3	

SCALE: 1" = 200'

GRAPHIC SCALE — IN FEET

DESIGNED BY: PC SHEET NUMBER: 2 of 13 FILE NAME: PARKWAY PH2 FPV4

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KEYSTONE LAND SURVEYING, INC.
262 WEST CROGAN STREET
LAURENSVILLE, GEORGIA 30046

CLIENT:
ROCKLYN HOMES

DATE:
July 18, 2025

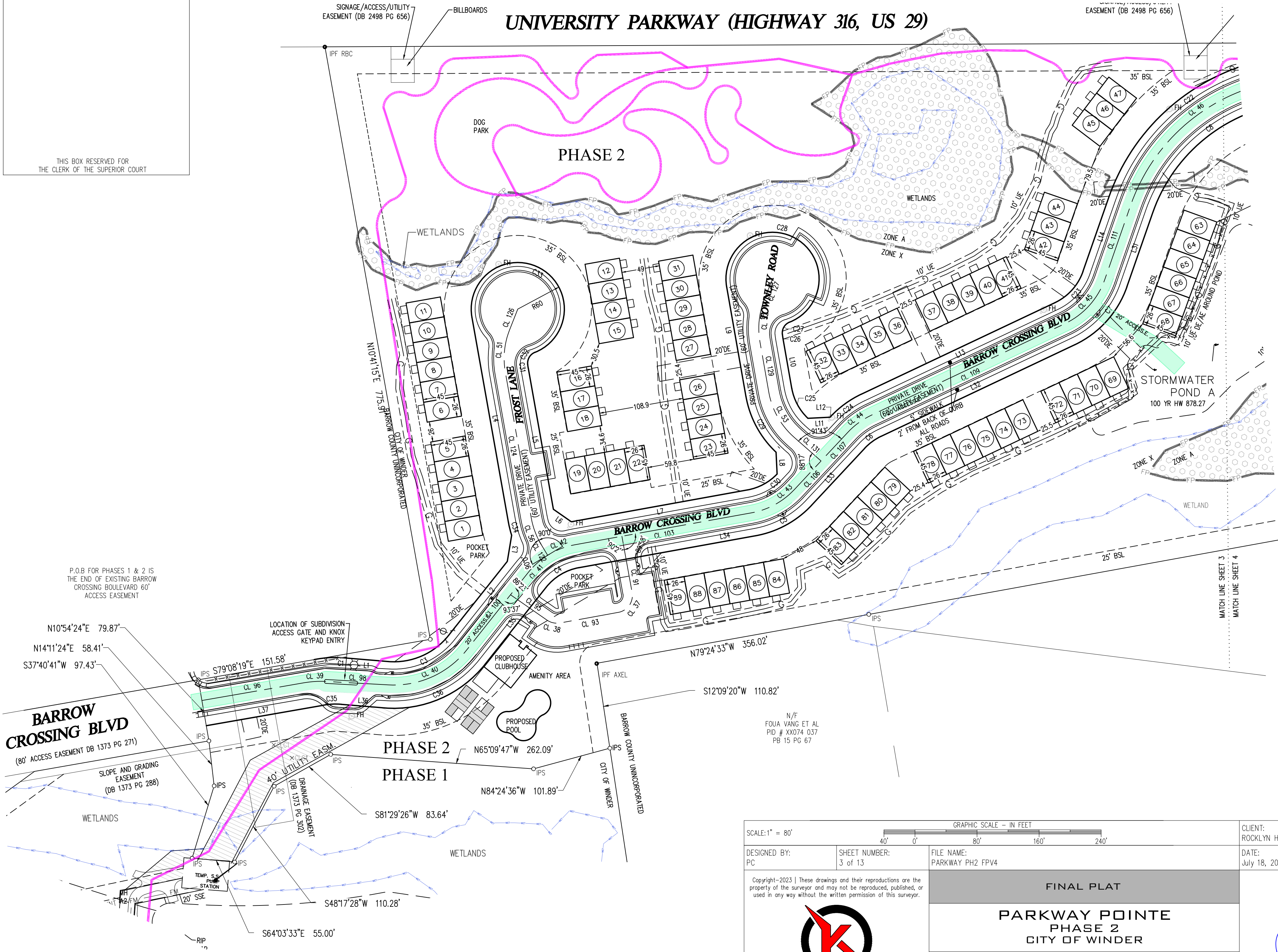
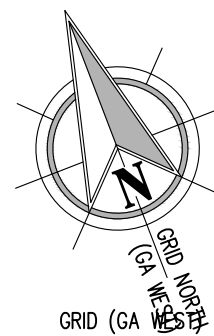
JOB NUMBER:
FP 204

07-15-2025

PATRICK F. CAREY
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 3077

3/15/2025 10:18:34 AM

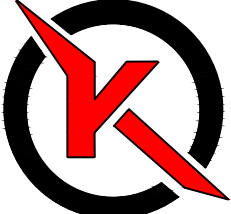
THIS BOX RESERVED FOR
THE CLERK OF THE SUPERIOR COURT



LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
IPS	1/2" IRON REBAR SET WITH CAP
IPF	IRON PIN FOUND
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
CO	CLEAN OUT
MH	SANITARY SEWER MANHOLE
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	DOUBLE WING CATCH BASIN
	DROP INLET
	HEADWALL

BARROW CROSSING BLVD
(80' ACCESS EASEMENT DB 1373 PG 271)

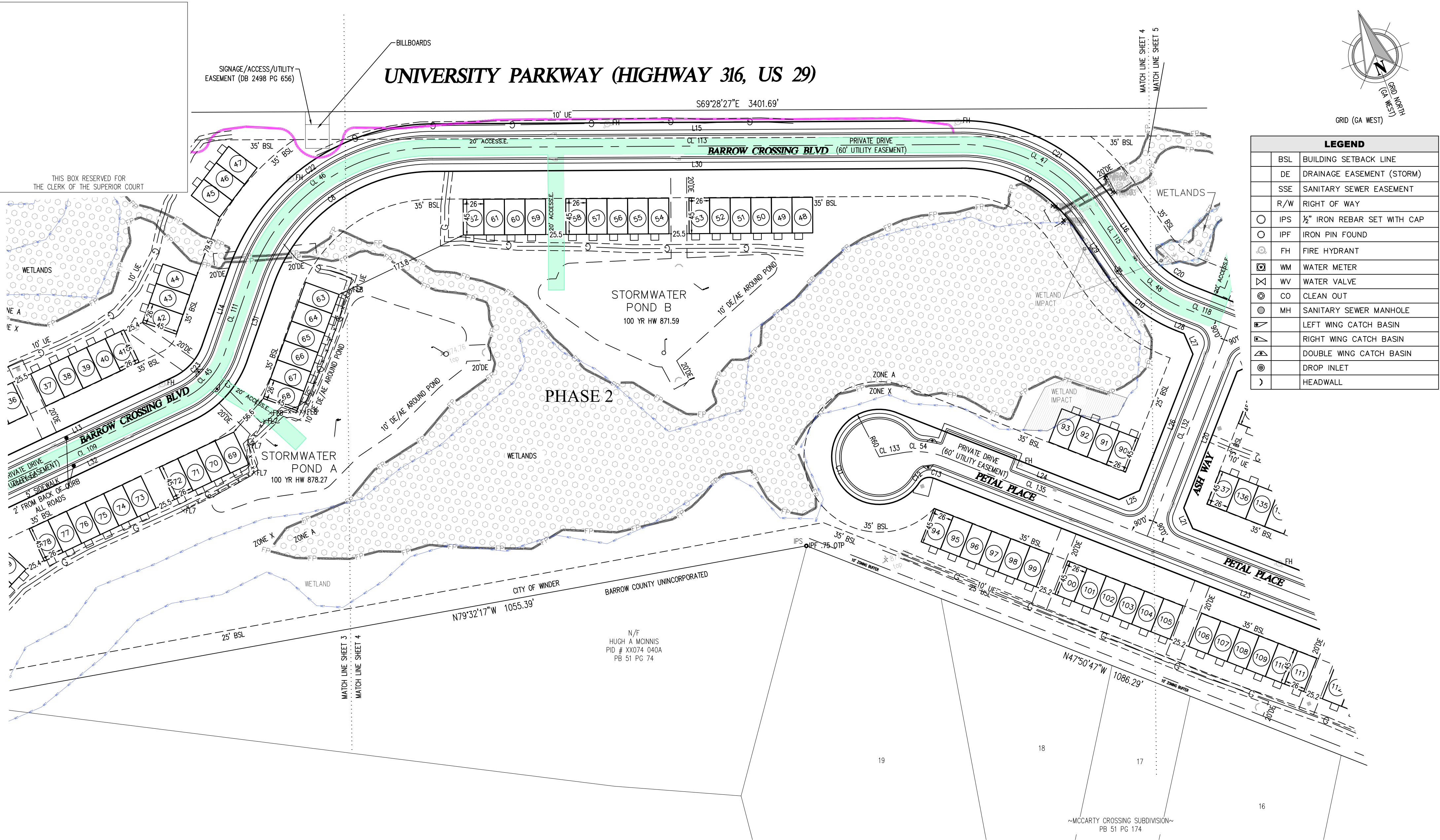
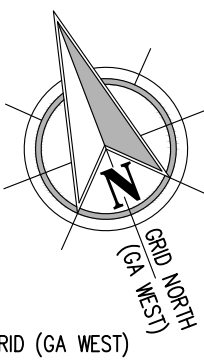
PHASE 2
PHASE 1

SCALE: 1" = 80'		GRAPHIC SCALE - IN FEET			
<div><div></div><div>40'</div><div>0'</div><div>80'</div><div>160'</div><div>240'</div></div>					
DESIGNED BY: PC	SHEET NUMBER: 3 of 13	FILE NAME: PARKWAY PH2 FPV4			
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		PARKWAY POINTE PHASE 2 CITY OF WINDER			
		G.M.D. 249, BARROW COUNTY, GEORGIA			
		REVISIONS			
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LAWRENCEVILLE, GEORGIA 30046
770.545.8700
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LEGEND		
BSL	BUILDING SETBACK LINE	
DE	DRAINAGE EASEMENT (STORM)	
SSE	SANITARY SEWER EASEMENT	
R/W	RIGHT OF WAY	
IPS	1/2" IRON REBAR SET WITH CAP	
IPF	IRON PIN FOUND	
FH	FIRE HYDRANT	
WM	WATER METER	
WV	WATER VALVE	
CO	CLEAN OUT	
MH	SANITARY SEWER MANHOLE	
	LEFT WING CATCH BASIN	
	RIGHT WING CATCH BASIN	
	DOUBLE WING CATCH BASIN	
	DROP INLET	
	HEADWALL	

SCALE: 1" = 80'

GRAPHIC SCALE - IN FEET

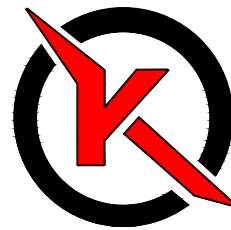
40' 0' 80' 160' 240'

DESIGNED BY:
PC

SHEET NUMBER:
4 of 13

FILE NAME:
PARKWAY PH2 FPV4

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CLIENT:
ROCKLYN HOMES

DATE:
July 18, 2025

JOB NUMBER:
FP 204

07-15-2025



FINAL PLAT

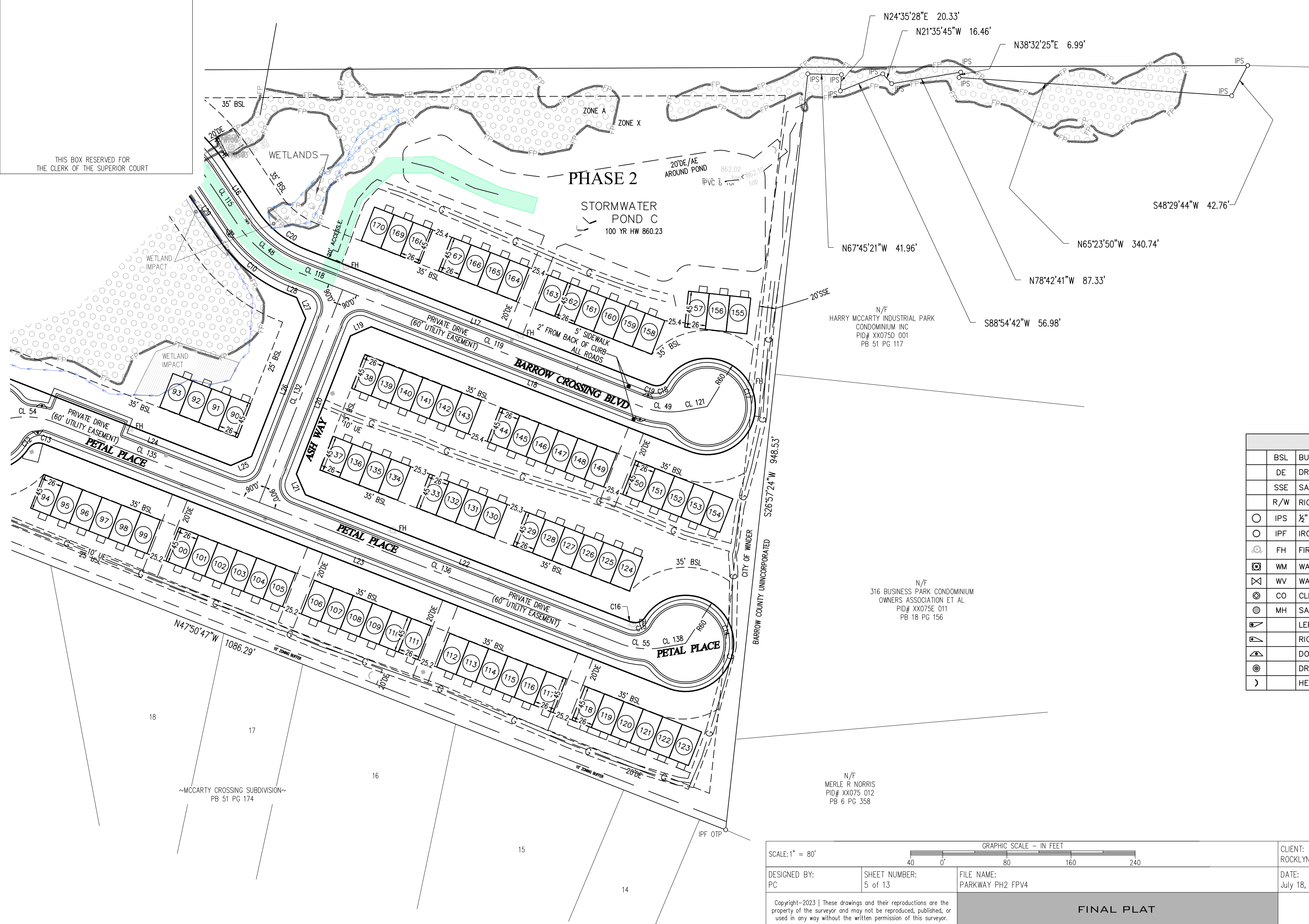
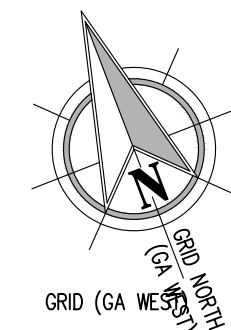
PARKWAY POINTE
PHASE 2
CITY OF WINDER

G.M.D. 249, BARROW COUNTY, GEORGIA

REVISIONS

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LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
○	IPS 1/2" IRON REBAR SET WITH CAP
○	IPF IRON PIN FOUND
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
CO	CLEAN OUT
MH	SANITARY SEWER MANHOLE
Left Wing Catch Basin	LEFT WING CATCH BASIN
Right Wing Catch Basin	RIGHT WING CATCH BASIN
Double Wing Catch Basin	DOUBLE WING CATCH BASIN
Drop Inlet	DROP INLET
Headwall	HEADWALL

SCALE: 1" = 80'

GRAPHIC SCALE - IN FEET

40 0' 80 160 240

CLIENT:
ROCKLYN HOMES

DATE:
July 18, 2025

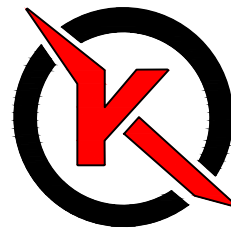
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DESIGNED BY:
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SHEET NUMBER:
5 of 13

FILE NAME:
PARKWAY PH2 FPV4

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FINAL PLAT

PARKWAY POINTE
PHASE 2
CITY OF WINDER

G.M.D. 249, BARROW COUNTY, GEORGIA

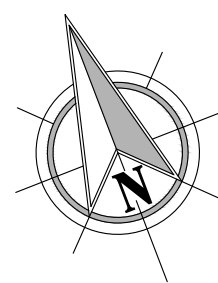
REVISIONS

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07-15-2025

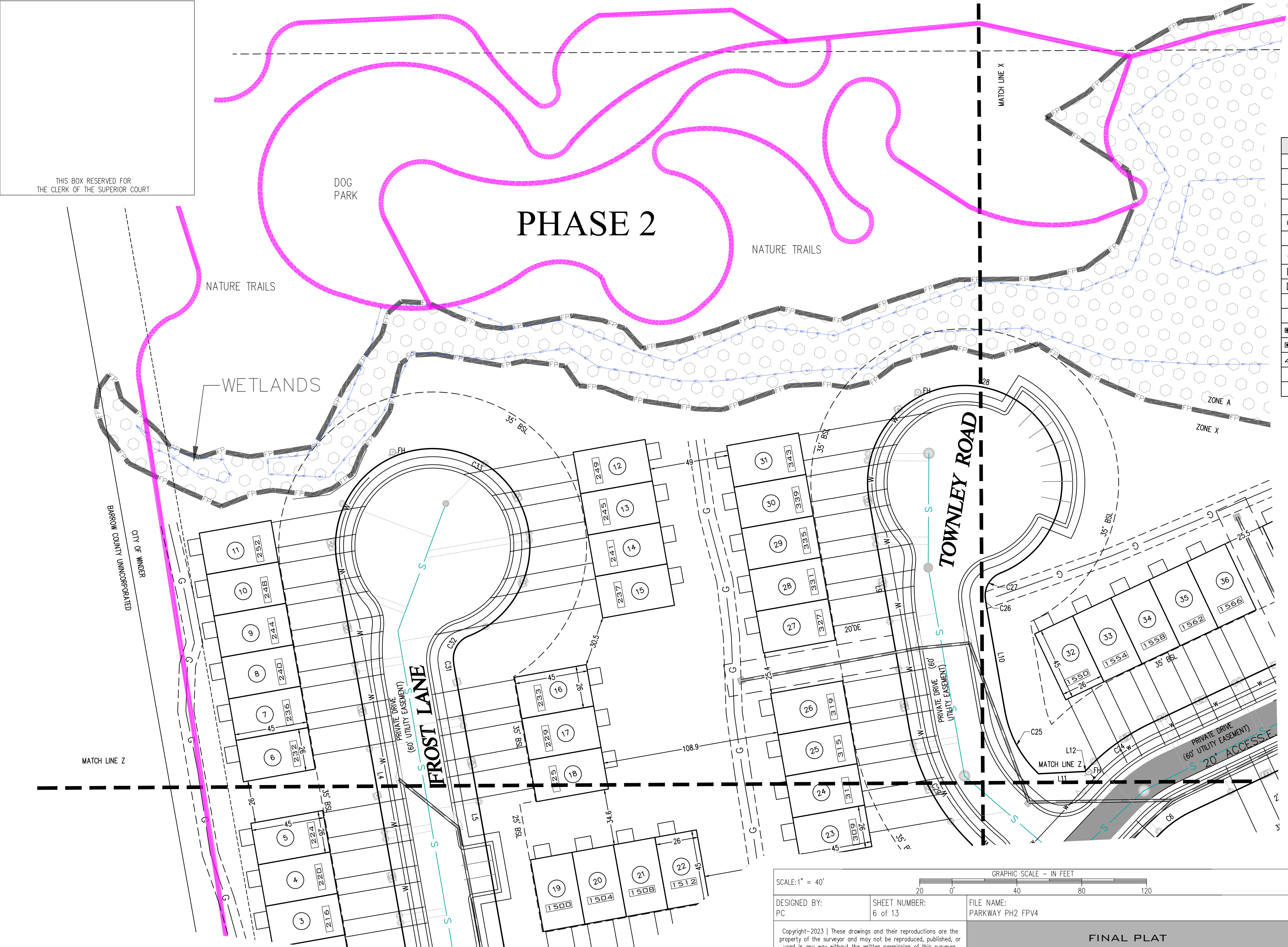


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GRID (GA WEST)

LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
IPS	1/2" IRON REBAR SET WITH CAP
IPF	IRON PIN FOUND
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
CO	CLEAN OUT
MH	SANITARY SEWER MANHOLE
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	DOUBLE WING CATCH BASIN
	DROP INLET
	HEADWALL



SCALE: 1" = 40'

GRAPHIC SCALE - IN FEET

DESIGNED BY: PC

SHEET NUMBER: 6 of 13

FILE NAME: PARKWAY PH2 FPV4

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FINAL PLAT

**PARKWAY POINTE
PHASE 2
CITY OF WINDER**

G.M.D. 249, BARROW COUNTY, GEORGIA

REVISIONS

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CLIENT: ROCKLYN HOMES

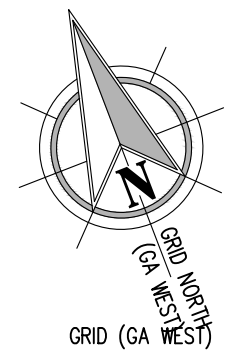
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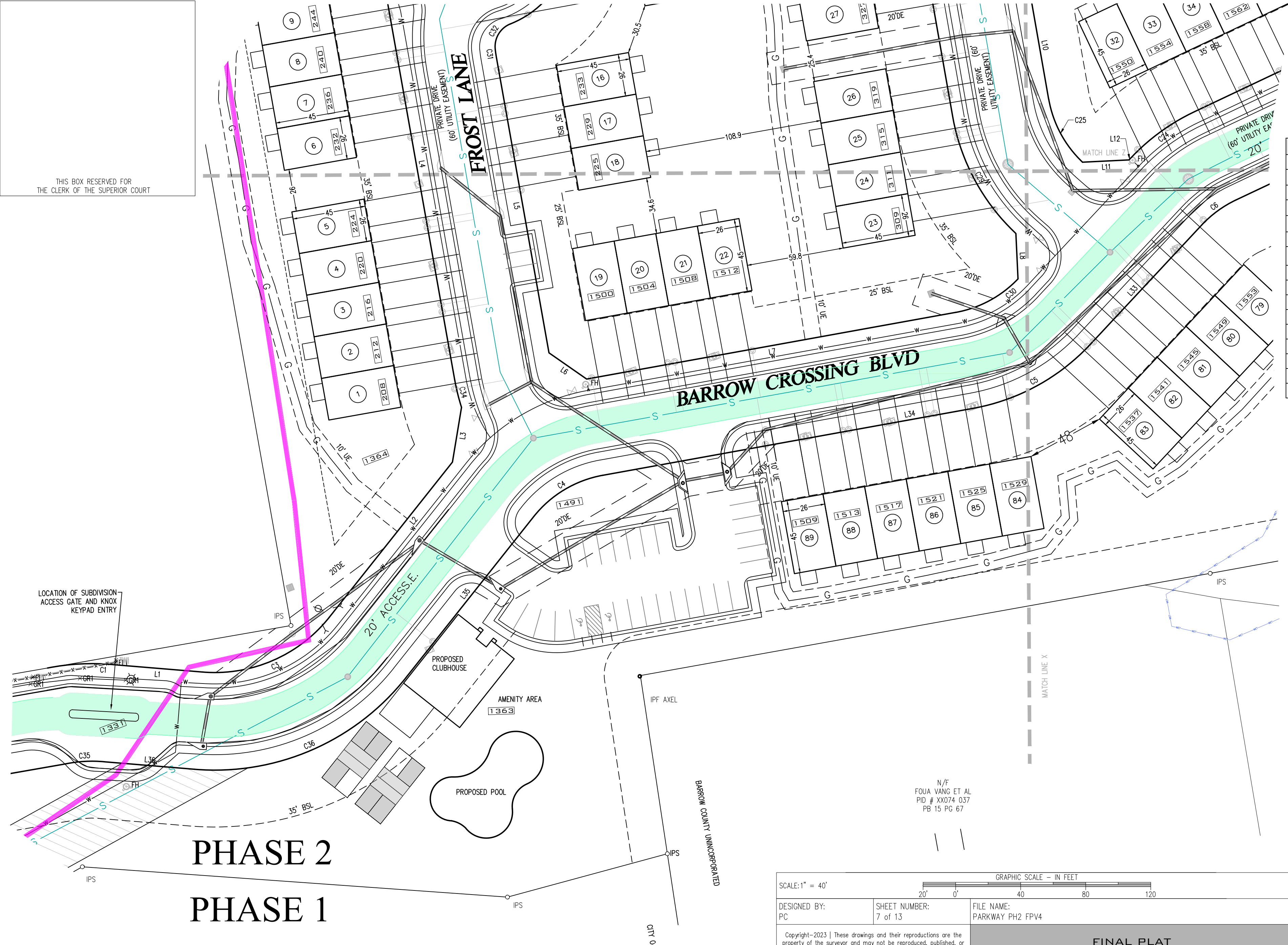
07-15-2025

GEORGIA
REGISTERED
No. 3077
LAND SURVEYOR
PATRICK F. CAREY

THIS BOX RESERVED FOR
THE CLERK OF THE SUPERIOR COURT



LEGEND		
BSL	BUILDING SETBACK LINE	
DE	DRAINAGE EASEMENT (STORM)	
SSE	SANITARY SEWER EASEMENT	
R/W	RIGHT OF WAY	
IPS	1/2" IRON REBAR SET WITH CAP	
IPF	IRON PIN FOUND	
FH	FIRE HYDRANT	
WM	WATER METER	
WV	WATER VALVE	
CO	CLEAN OUT	
MH	SANITARY SEWER MANHOLE	
	LEFT WING CATCH BASIN	
	RIGHT WING CATCH BASIN	
	DOUBLE WING CATCH BASIN	
	DROP INLET	
	HEADWALL	



PHASE 2
PHASE 1

SCALE: 1" = 40'

GRAPHIC SCALE - IN FEET

20' 0' 40' 80' 120'

DESIGNED BY:
PC

SHEET NUMBER:
7 of 13

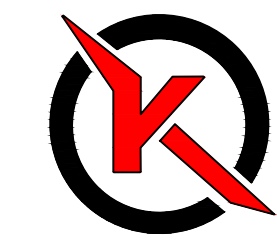
FILE NAME:
PARKWAY PH2 FPV4

CLIENT:
ROCKLYN HOMES

DATE:
July 18, 2025

JOB NUMBER:
FP 204

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FINAL PLAT

PARKWAY POINTE
PHASE 2
CITY OF WINDER

G.M.D. 249, BARROW COUNTY, GEORGIA

REVISIONS

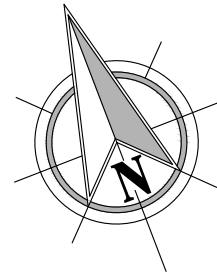
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07-15-2025



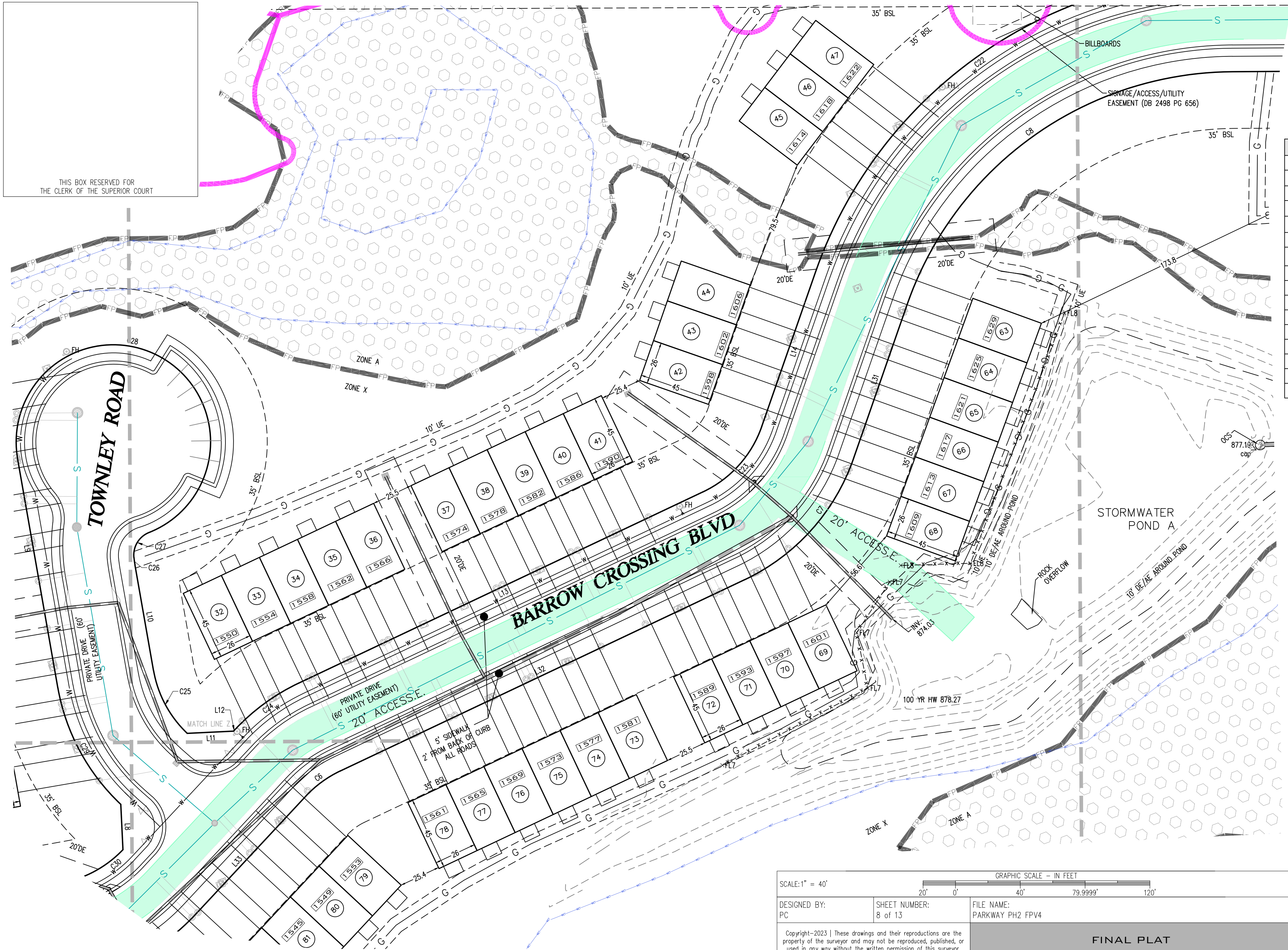
PATRICK F. CAREY

THIS BOX RESERVED FOR
THE CLERK OF THE SUPERIOR COURT



GRID (GA WEST)

LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
IPS	1/2" IRON REBAR SET WITH CAP
IPF	IRON PIN FOUND
FH	FIRE HYDRANT
WM	WATER METER
WV	WATER VALVE
CO	CLEAN OUT
MH	SANITARY SEWER MANHOLE
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	DOUBLE WING CATCH BASIN
	DROP INLET
	HEADWALL



SCALE:1" = 40'

20'

0'

40'

79.9999'

120'

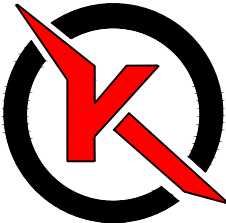
GRAPHIC SCALE - IN FEET

DESIGNED BY:
PC

SHEET NUMBER:
8 of 13

FILE NAME:
PARKWAY PH2 FPV4

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FINAL PLAT

PARKWAY POINTE
PHASE 2
CITY OF WINDER

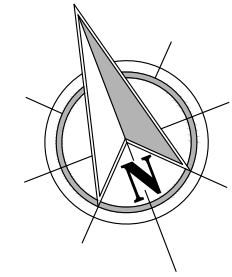
G.M.D. 249, BARROW COUNTY, GEORGIA

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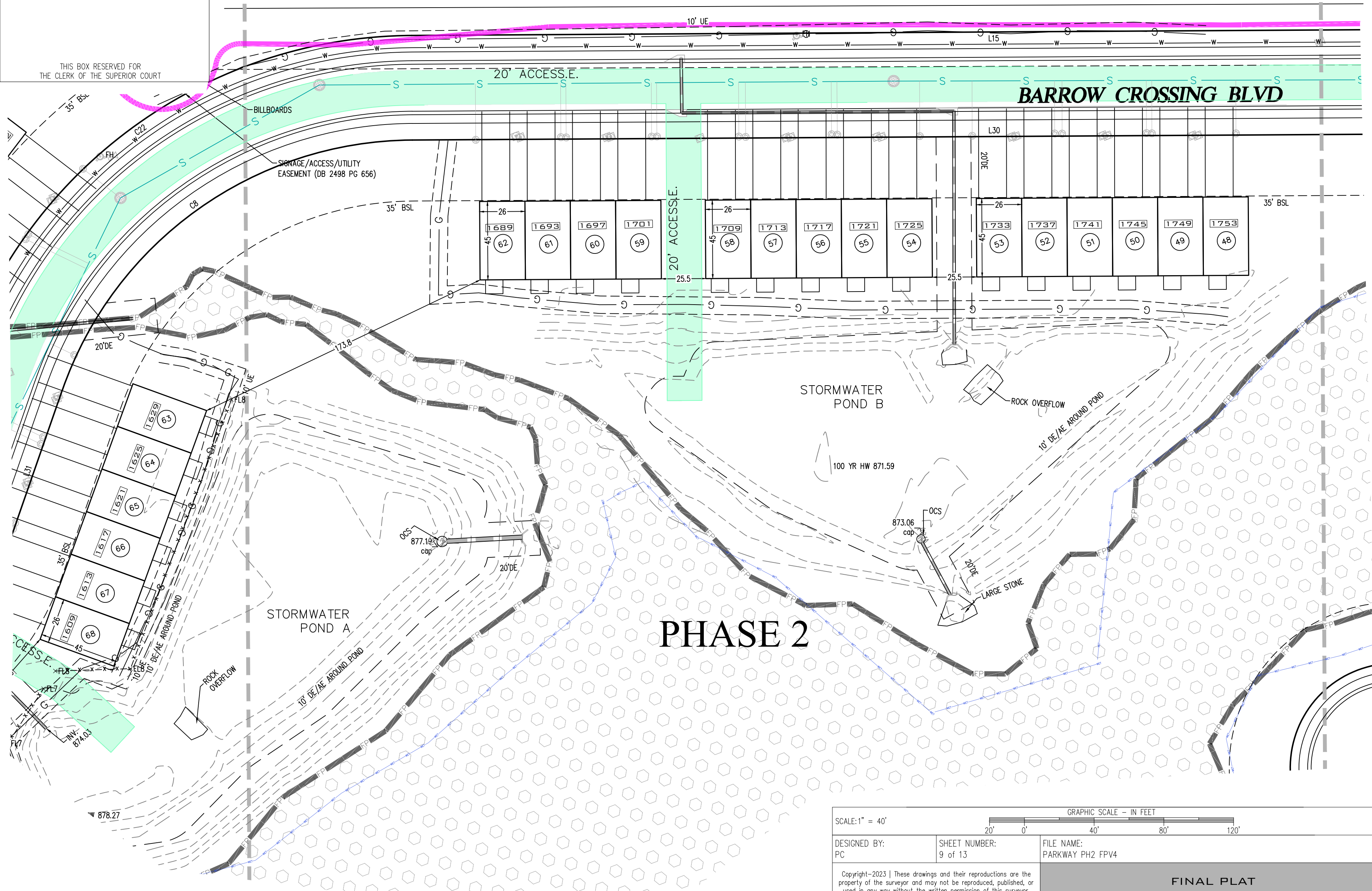


UNIVERSITY PARKWAY (HIGHWAY 316, US 29)



GRID (GA WEST)

LEGEND		
BSL	BUILDING SETBACK LINE	
DE	DRAINAGE EASEMENT (STORM)	
SSE	SANITARY SEWER EASEMENT	
R/W	RIGHT OF WAY	
IPS	1/2" IRON REBAR SET WITH CAP	
IPF	IRON PIN FOUND	
FH	FIRE HYDRANT	
WM	WATER METER	
WV	WATER VALVE	
CO	CLEAN OUT	
MH	SANITARY SEWER MANHOLE	
	LEFT WING CATCH BASIN	
	RIGHT WING CATCH BASIN	
	DOUBLE WING CATCH BASIN	
	DROP INLET	
	HEADWALL	



SCALE: 1" = 40'

GRAPHIC SCALE - IN FEET

DESIGNED BY: PC

SHEET NUMBER: 9 of 13

FILE NAME: PARKWAY PH2 FPPV4

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CLIENT: ROCKLYN HOMES

DATE: July 18, 2025

JOB NUMBER: FP 204

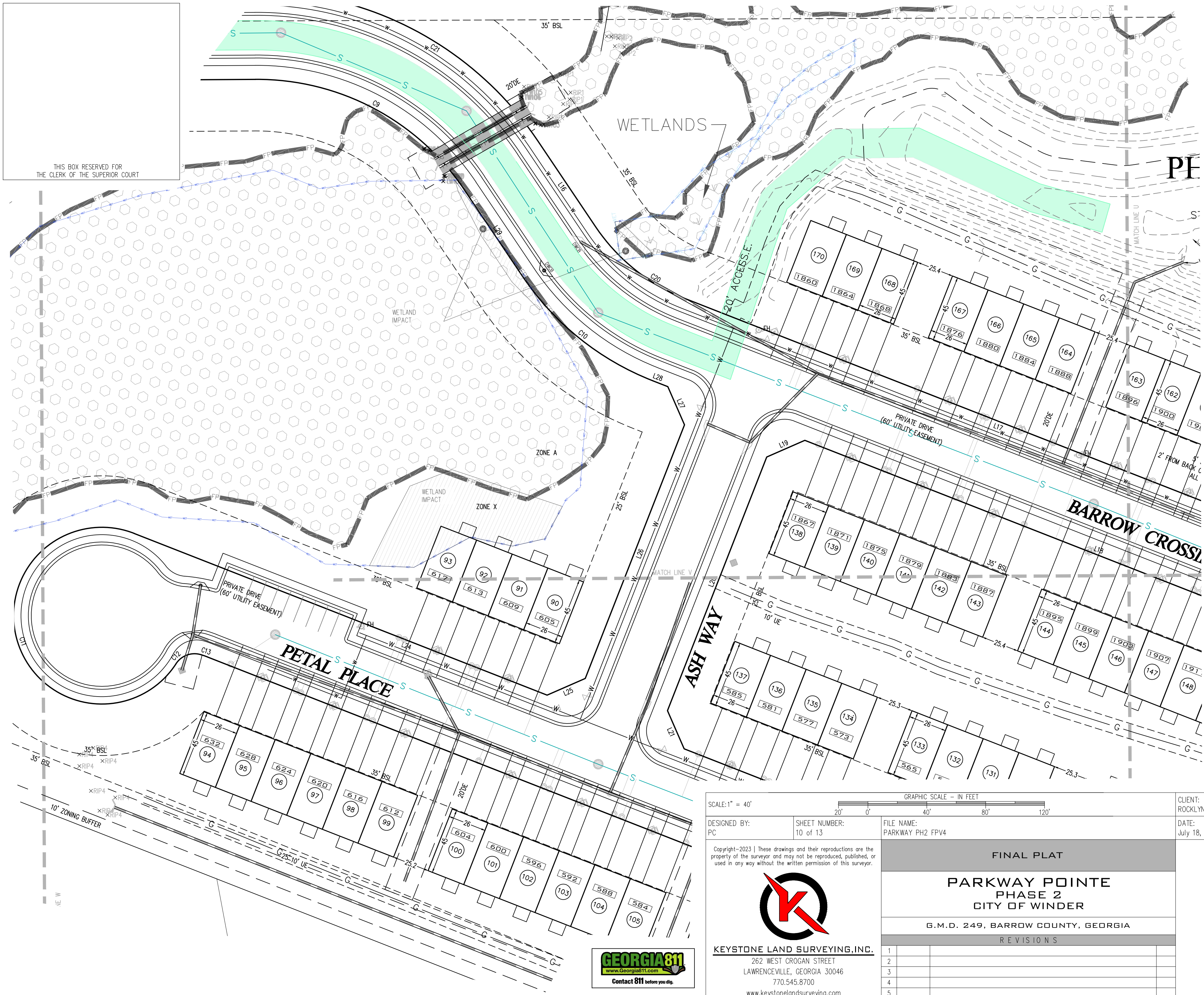
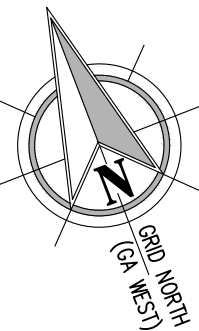
FINAL PLAT

PARKWAY POINTE
PHASE 2
CITY OF WINDER

G.M.D. 249, BARROW COUNTY, GEORGIA

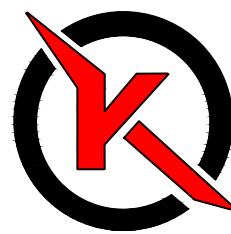


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LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
IPS	1/2" IRON REBAR SET WITH CAP
IPF	IRON PIN FOUND
FH	FIRE HYDRANT
WM	WATER METER
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	LEFT WING CATCH BASIN
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	DOUBLE WING CATCH BASIN
	DROP INLET
	HEADWALL

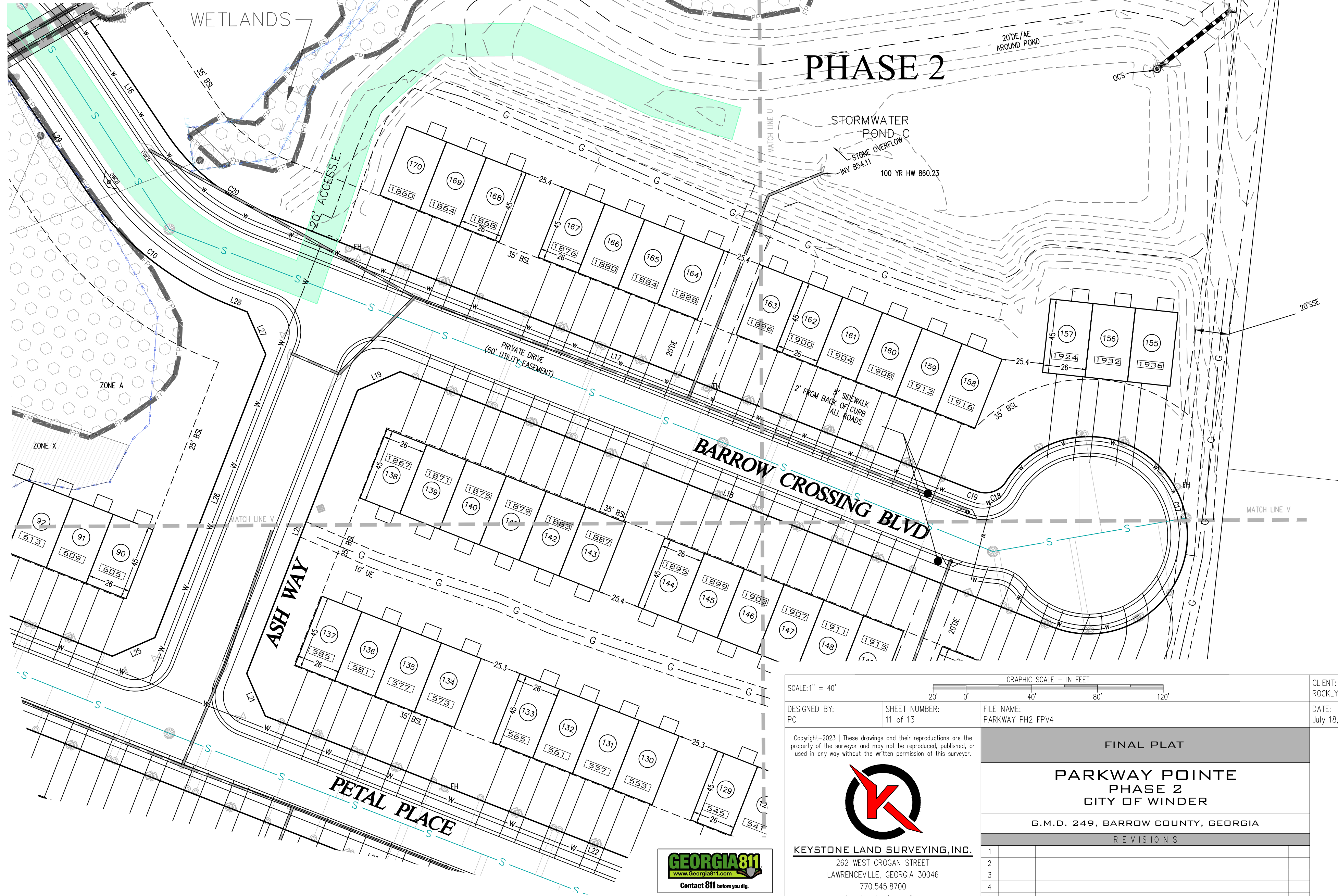
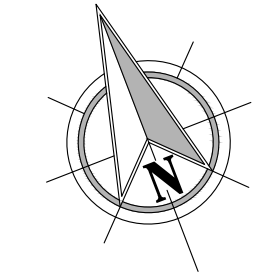
SCALE: 1" = 40'		GRAPHIC SCALE - IN FEET			
		20' 0' 40' 80' 120'			
DESIGNED BY: PC		SHEET NUMBER: 10 of 13		FILE NAME: PARKWAY PH2 FPV4	
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				PARKWAY POINTE PHASE 2 CITY OF WINDER	
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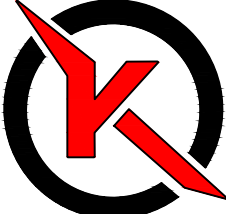


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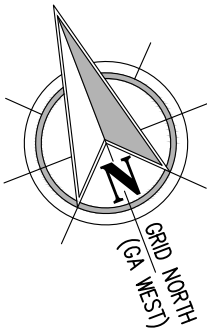


GRID (GA WEST)

LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
IPS	1/2" IRON REBAR SET WITH CAP
IPF	IRON PIN FOUND
FH	FIRE HYDRANT
WM	WATER METER
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CO	CLEAN OUT
MH	SANITARY SEWER MANHOLE
	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	DOUBLE WING CATCH BASIN
	DROP INLET
)	HEADWALL

SCALE:1" = 40'		GRAPHIC SCALE - IN FEET	
<div><div></div><div>20'</div><div>0'</div><div>40'</div><div>80'</div><div>120'</div></div>			
DESIGNED BY: PC	SHEET NUMBER: 11 of 13	FILE NAME: PARKWAY PH2 FPV4	
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		PARKWAY POINTE PHASE 2 CITY OF WINDER	
		G.M.D. 249, BARROW COUNTY, GEORGIA	
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LEGEND	
BSL	BUILDING SETBACK LINE
DE	DRAINAGE EASEMENT (STORM)
SSE	SANITARY SEWER EASEMENT
R/W	RIGHT OF WAY
IPS	1/2" IRON REBAR SET WITH CAP
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	LEFT WING CATCH BASIN
	RIGHT WING CATCH BASIN
	DOUBLE WING CATCH BASIN
	DROP INLET
)	HEADWALL

SCALE: 1" = 40'

GRAPHIC SCALE - IN FEET

20' 0' 40' 80' 120'

DESIGNED BY:
PC

SHEET NUMBER:
12 of 13

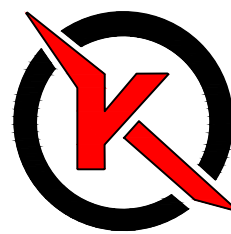
FILE NAME:
PARKWAY PH2 FPV4

CLIENT:
ROCKLYN HOMES

DATE:
July 18, 2025

JOB NUMBER:
FP 204

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FINAL PLAT

PARKWAY POINTE
PHASE 2
CITY OF WINDER

G.M.D. 249, BARROW COUNTY, GEORGIA

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ACCESS EASEMENT		
Line #	Length	Direction
L1	55.37	S64°28'43"E
L2	121.78	S59°11'52"W
L3	34.07	S30°11'07"W
L4	268.40	S10°40'48"W
L5	184.97	N10°40'48"E
L6	28.24	N34°24'01"W
L7	230.68	N79°28'51"W
L8	27.91	S18°02'55"W
L9	143.29	S10°47'45"W
L10	66.21	N10°47'45"E
L11	28.67	N71°59'18"W
L12	1.13	S63°47'30"W
L13	276.11	S85°27'07"W
L14	100.63	S39°57'24"W
L15	667.89	N69°34'46"W
L16	70.93	N13°11'44"W
L17	460.28	N47°51'26"W
L18	426.33	S47°51'26"E
L19	28.28	N87°08'32"E

ACCESS EASEMENT		
Line #	Length	Direction
L20	185.01	N42°08'30"E
L21	28.28	N02°51'31"W
L22	431.69	N47°51'31"W
L23	833.05	S47°51'31"E
L24	301.36	N47°51'31"W
L25	28.28	S87°08'29"W
L26	185.01	S42°08'30"W
L27	28.28	S02°51'28"E
L28	11.08	S47°51'26"E
L29	70.93	S13°11'44"E
L30	667.89	S69°34'46"E
L31	100.63	N39°57'24"E
L32	276.11	N85°27'07"E
L33	100.49	N63°47'30"E
L34	231.51	S79°28'51"E
L35	126.64	N59°11'52"E
L36	55.64	S64°28'43"E
L37	152.38	S79°08'19"E

CENTERLINE ROAD		
Line #	Length	Direction
CL 91	73.74	S10°28'46"W
CL 93	76.23	N79°31'14"W
CL 95	57.01	N34°25'13"W
CL 96	133.95	S79°05'45"E
CL 98	81.01	S66°05'10"E
CL 100	126.72	N59°11'52"E
CL 103	231.51	S79°28'51"E
CL 106	50.25	N63°47'30"E
CL 107	50.25	N63°47'30"E
CL 109	276.11	N85°27'07"E
CL 111	100.63	N39°57'24"E
CL 113	667.89	S69°34'46"E
CL 115	70.93	S13°11'44"E
CL 118	61.08	S47°51'26"E

CENTERLINE ROAD		
Line #	Length	Direction
CL 119	399.20	S47°51'26"E
CL 121	29.14	S79°23'10"E
CL 122	16.34	N10°08'29"W
CL 124	191.27	N10°40'48"E
CL 126	29.14	N42°12'31"E
CL 127	29.00	S42°22'44"W
CL 129	66.21	S10°47'45"W
CL 131	46.42	S27°55'43"E
CL 132	285.01	N42°08'30"E
CL 133	29.14	S79°23'15"E
CL 135	274.23	S47°51'33"E
CL 136	481.69	S47°51'31"E
CL 138	29.14	S79°23'15"E

CENTERLINE ROAD				
Curve #	Length	Radius	Direction	Chord Length
CL 37	34.56	22.00	S55°28'46"W	31.11
CL 38	18.10	23.00	N56°58'13"W	17.64
CL 39	28.16	124.00	S72°35'28"E	28.10
CL 40	114.52	120.00	N86°34'26"E	110.22
CL 41	34.28	100.00	N69°01'09"E	34.12
CL 42	37.84	100.00	N89°40'48"E	37.61
CL 43	64.10	100.00	N82°09'20"E	63.01
CL 44	37.80	100.00	N74°37'18"E	37.58
CL 45	79.40	100.00	N62°42'16"E	77.33
CL 46	300.08	244.00	N75°11'19"E	281.52
CL 47	196.82	200.00	S41°23'15"E	188.97
CL 48	96.79	160.00	S30°31'35"E	95.32
CL 49	55.03	100.00	S63°37'18"E	54.34
CL 51	55.03	100.00	N26°26'40"E	54.34
CL 52	55.12	100.00	S26°35'14"W	54.43
CL 53	67.59	100.00	S08°33'59"E	66.31
CL 54	55.03	100.00	S63°37'23"E	54.34
CL 55	55.03	100.00	S63°37'23"E	54.34
CL 56	36.34	100.00	N00°16'10"E	36.14

ACCESS EASEMENT				
Curve #	Length	Radius	Direction	Chord Length
C1	40.36	140.49	S72°15'05"E	40.22
C3	88.47	90.00	N87°21'35"E	84.95
C4	50.48	70.00	N79°51'31"E	49.40
C5	83.33	130.00	N82°09'20"E	81.91
C6	26.46	70.00	N74°37'18"E	26.31
C7	103.23	130.00	N62°42'16"E	100.53
C8	263.18	214.00	N75°11'19"E	246.91
C9	167.29	170.00	S41°23'15"E	160.63
C10	114.94	190.00	S30°31'35"E	113.20
C11	270.56	60.00	S02°57'27"W	93.01
C12	19.51	15.00	S88°57'22"E	18.17
C13	4.68	70.00	S49°46'20"E	4.67
C14	270.56	60.00	N02°57'27"E	93.01
C15	19.51	15.00	N88°57'22"W	18.17
C16	4.68	70.00	N49°46'20"W	4.67
C17	270.56	60.00	N02°57'32"E	93.01
C18	19.51	15.00	N88°57'17"W	18.17
C19	4.68	70.00	N49°46'15"W	4.67

ACCESS EASEMENT				
Curve #	Length	Radius	Direction	Chord Length
C20	78.65	130.00	N30°31'35"W	77.45
C21	226.34	230.00	N41°23'15"W	217.32
C22	336.97	274.00	S75°11'19"W	316.13
C23	55.58	70.00	S62°42'16"W	54.13
C24	49.15	130.00	S74°37'18"W	48.85
C25	44.61	70.00	N07°27'41"W	43.86
C26	4.61	70.00	N12°40'53"E	4.61
C27	19.53	15.00	N51°51'59"E	18.18
C28	270.56	60.00	N40°01'09"W	93.01
C29	83.36	130.00	S07°34'29"E	81.94
C30	44.20	70.00	S82°25'47"W	43.47
C31	4.68	70.00	N12°35'37"E	4.67
C32	19.51	15.00	N51°46'38"E	18.17
C33	270.56	60.00	N40°08'10"W	93.01
C34	17.41	130.00	S06°50'39"W	17.39
C35	23.93	80.49	S72°23'36"E	23.85
C36	147.45	150.00	N87°21'35"E	141.59

SCALE: N/A			GRAPHIC SCALE – IN FEET		CLIENT: ROCKLYN HOMES				
			N/A 0' N/A N/A N/A						
DESIGNED BY: PC		SHEET NUMBER: 13 of 13		FILE NAME: PARKWAY PH2 FPV4		DATE: July 18, 2025	JOB NUMBER: FP 204		
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								PARKWAY POINTE PHASE 2 CITY OF WINDER	
								G.M.D. 249, BARROW COUNTY, GEORGIA	
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Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

Memorandum

TO: Mayor and City Council

FR: Renee Van Sickle, Community Development Manager

Date: September 2, 2025

RE: **First Reading and consideration to adopt an amendment to Chapter Twenty-eight (subdivisions), Article III (design standards), of the Code of Ordinances for the City of Winder regarding road design standards; to provide for an effective date; and for other purposes.**

Background: The proposed ordinance amendment is a clean-up item. Staff is cleaning up all references to a Site Design Ordinance in Section 28-36 of the City of Winder's Subdivision Ordinance. In all references where Site Design Ordinance is mentioned, staff is proposing to replace this reference with "Comprehensive Zoning Ordinance".

Recommendation: Staff recommends approval of the ordinance amendment for first reading.

AN ORDINANCE TO ADOPT AN AMENDMENT TO CHAPTER TWENTY-EIGHT-SUBDIVISIONS, ARTICLE THREE-DESIGN STANDARDS, OF THE CODE OF ORDINANCES FOR THE CITY OF WINDER REGARDING ROAD DESIGN STANDARDS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

It is hereby ordained by the City Council of the City of Winder, Georgia, that Chapter Twenty-eight-Subdivisions, Article Three-Design Standards, of the Code of Ordinances of the City of Winder, Georgia is hereby amended as follows:

SECTION I:

Section 28-36. (Road design standards) is hereby amended to read as follows:

(3) b. *Dead-end roads.* Where a road does not extend beyond the boundary of the subdivision and its continuation is not required by the city engineer for access to adjoining property, its terminus shall normally not be nearer to such boundary than fifty (50) feet. However, the city engineer may require the reservation of an appropriate easement to accommodate drainage facilities, pedestrian traffic, or utilities. A cul-de-sac turnabout shall be provided at the end of a dead-end road in accordance with the City of Winder ~~Site Design~~ Comprehensive Zoning Ordinance.

(4) b. Proposed new intersections along one side of an existing road shall coincide, wherever practicable, with any existing intersections on the opposite side of such road. Where roads intersect arterial or collector routes, their alignment shall be continuous as specified in the City of Winder ~~Site Design~~ Comprehensive Zoning Ordinance.

c. Minimum curve radius at the intersection of two (2) local roads shall be specified as indicated in the City of Winder ~~Site Design~~ Comprehensive Zoning Ordinance. Alley intersections and abrupt changes in alignment within a block shall have the corners cut off in accordance with standard engineering practice to permit safe vehicular movement.

d. Intersections shall be designed with flat grade wherever practical. In rolling areas, at the approach to an intersection, a leveling area shall be provided as specified in the City of Winder ~~Site Design~~ Comprehensive Zoning Ordinance

(9) *Road name signs.* The developer shall be fully responsible for payment to City of Winder for the installation of all road name signs, traffic control signs and any other signs as specified in the City of Winder ~~Site Design~~ Comprehensive Zoning Ordinance.

SECTION II. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. All other ordinances or parts of ordinances, however, that remain unchanged by the instant modifications contained in this Ordinance are intended to be continued in full force and effect, subject to the instant modifications set forth in this Ordinance. Additionally, should any Article, Section, paragraph, phrase, word, or sentence, or the application thereof to any person, individual, business organization, or partnership, in any circumstance, be held invalid by a court of competent

jurisdiction, such invalidity shall not affect the other provisions of the Code of Ordinances, City of Winder, Georgia, including the instant modification. The provisions contained herein are hereby declared severable. Any modification of Federal or State Law or regulation which would effect a change in the provisions of this Article are hereby incorporated herein and made a part hereof.

SECTION III. Effective Date. This Ordinance shall become effective immediately upon its signature by the Mayor of the City of Winder, Georgia.

SECTION IV. Authorization. By adopting this Ordinance through motion validly seconded and approved in accordance with the Charter, the Council hereby authorizes the Mayor to sign this Ordinance and further authorizes the Mayor, City Administrator, City Clerk, City Attorney, or such other staff or designees as may be otherwise prudent and ordinary to take all measure necessary and convenient to effectuate the purposes of this Ordinance.

SO ORDAINED this _____ day of _____, 2025.

JIMMY TERRELL, Mayor

ATTEST:

[SEAL]

ANNA CHILDS, City Clerk

APPROVED AS TO FORM:

WARREN TILLERY, City Attorney

COUNCIL MEMBERS
Stephanie Britt
Power Evans
Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

Memorandum

TO: Mayor and City Council

FR: Renee Van Sickle, Community Development Manager

Date: September 2, 2025

RE: **First Reading and consideration to adopt an amendment to Chapter Twenty-four (soil and erosion sedimentation control), Article VII (small watershed protection for Barber's Creek, Cedar Creek, Fort Yargo Lake and Laurel Lane Reservoir), of the Code of Ordinances for the City of Winder regarding watershed districts; to provide for an effective date; and for other purposes.**

Background: Staff recently had a water supply watersheds study completed by a third party to review the City's current codes and policies on watersheds and provide recommendations based on review and research of surrounding municipal watershed codes and policies. In the report summary of findings, the following was noted:

- "Cedar Creek is no longer a water supply watershed. However, it is listed in code as a small water supply watershed and therefore has land use protection rules including a 25% impervious surface limit.
- Barber Creek is listed as a small watershed in code but the watershed is not within city limits so there is no authority to support the 25% impervious limit."

As a result of these findings, staff is proposing to remove references to the Cedar Creek and Barber Creek water supply watershed districts in the City of Winder's Code of Ordinances, Chapter 24 - Soil and Erosion and Sedimentation Control.

Recommendation: Staff recommends approval of the ordinance amendment for first reading.

AN ORDINANCE TO ADOPT AN AMENDMENT TO CHAPTER TWENTY-FOUR-SOIL EROSION AND SEDIMENTATION CONTROL, ARTICLE SEVEN-SMALL WATERSHED PROTECTION FOR BARBER’S CREEK, CEDAR CREEK, FORT YARGO LAKE AND LAUREL LANE RESERVOIR, OF THE CODE OF ORDINANCES FOR THE CITY OF WINDER REGARDING WATERSHEDS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

It is hereby ordained by the City Council of the City of Winder, Georgia, that Chapter Twenty-four-Soil and Erosion and Sedimentation Control, Article Seven-Small Watershed Protection for Barber’s Creek, Cedar Creek, Fort Yargo Lake and Laurel Lane Reservoir, of the Code of Ordinances of the City of Winder, Georgia is hereby amended as follows:

SECTION I:

Chapter 24, Article VII. is hereby amended to read as follows:

Article VII. – Small Watershed Protection for Barber’s Creek, Cedar Creek, Fort Yargo Lake and Laurel Lane Reservoir

Small Watershed Protection for ~~Barber’s Creek, Cedar Creek,~~ Fort Yargo Lake and Laurel Lane Reservoir

Sec. 24-100. - Findings and purpose.

(b) *Purpose.* The purpose of this article is to establish measures to protect the quality and quantity of the present and future water supply of the city; to minimize the transport of pollutants and sediment to the water supply; and to maintain the yield of the water supply watershed. This article shall apply to the portions of the following watersheds that are located within the jurisdiction of the city and are herein identified as water supply watershed: ~~Barber's Creek, Cedar Creek,~~ Fort Yargo Lake and Laurel Lane Reservoir.

Sec. 24-102. - Establishment of a water supply watershed district.

(a) *Applicability.* This article shall be applicable to the following water supply watershed districts as herein defined:

~~(1) Cedar Creek water supply watershed district. The Cedar Creek water supply watershed district is hereby designated and shall comprise the land that drains to Cedar Creek from the reservoir boundary to the ridge line of the watershed. The boundary of the watershed district is defined by the ridge line of watershed or by the political boundaries of the city, where those boundaries occur within the watershed. The boundary shall be set at places readily identifiable on the watershed district map. The watershed district overlies the city zoning map, which is hereby incorporated and made part of this article by reference.~~

~~(2) Barber's Creek water supply watershed district. The Barber's Creek water supply watershed district is hereby designated and shall comprise the land that drains to Barber's Creek from the reservoir boundary to the ridge line of the watershed. The boundary of the watershed district is defined by the ridge line of~~

~~watershed or by the political boundaries of the city, where those boundaries occur within the watershed. The boundary shall be set at places readily identifiable on the watershed district map. The watershed district overlies the city zoning map, which is hereby incorporated and made part of this article by reference.~~

~~(3)~~ (1) *Fort Yargo Lake water supply watershed district.* The Fort Yargo Lake water supply watershed district is hereby designated and shall comprise the land that drains to Fort Yargo Lake from the reservoir boundary to the ridge line of the watershed. The boundary of the watershed district is defined by the ridge line of watershed or by the political boundaries of the city, where those boundaries occur within the watershed. The boundary shall be set at places readily identifiable on the watershed district map. The watershed district overlies the city zoning map, which is hereby incorporated and made part of this article by reference.

~~(4)~~ (2) *Laurel Lane Reservoir water supply watershed district.* The Laurel Lane Reservoir water supply watershed district is hereby designated and shall comprise the land that drains to the Laurel Lane Reservoir from the reservoir boundary to the ridge line of the watershed. The boundary of the watershed district is defined by the ridge line of watershed or by the political boundaries of the city, where those boundaries occur within the watershed. The boundary shall be set at places readily identifiable on the watershed district map. The watershed district overlies the city zoning map, which is hereby incorporated and made part of this article by reference.

(b) *Water quality critical area.* The water quality critical area shall comprise all lands within the water supply watershed district.

Sec. 24-200. - Reservoir management plans adopted.

Those certain documents entitled "Laurel Lane Reservoir Watershed Analysis and Management Plan" dated 12/1/05 ~~and "Cedar Creek Reservoir Watershed Analysis and Management Plan" dated 12/1/05~~ is hereby adopted and incorporated by reference as fully as if set forth at length in this section and the provisions thereof shall be in full force and effect through the city.

SECTION II. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. All other ordinances or parts of ordinances, however, that remain unchanged by the instant modifications contained in this Ordinance are intended to be continued in full force and effect, subject to the instant modifications set forth in this Ordinance. Additionally, should any Article, Section, paragraph, phrase, word, or sentence, or the application thereof to any person, individual, business organization, or partnership, in any circumstance, be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of the Code of Ordinances, City of Winder, Georgia, including the instant modification. The provisions contained herein are hereby declared severable. Any modification of Federal or State Law or regulation which would effect a change in the provisions of this Article are hereby incorporated herein and made a part hereof.

SECTION III. Effective Date. This Ordinance shall become effective immediately upon its signature by the Mayor of the City of Winder, Georgia.

SECTION IV. Authorization. By adopting this Ordinance through motion validly seconded and approved in accordance with the Charter, the Council hereby authorizes the Mayor to sign this Ordinance and further authorizes the Mayor, City Administrator, City Clerk, City Attorney, or such other staff or designees as may be otherwise prudent and ordinary to take all measure necessary and convenient to effectuate the purposes of this Ordinance.

SO ORDAINED this _____ day of _____, 2025.

JIMMY TERRELL, Mayor

ATTEST:

[SEAL]

ANNA CHILDS, City Clerk

APPROVED AS TO FORM:

WARREN TILLERY, City Attorney

CITY OF WINDER

CITY COUNCIL

MINUTES • AUGUST 28, 2025

113 EAST ATHENS STREET, WINDER, GA 30680



Work Session

Winder Community Center

6:00 PM

CALL TO ORDER

Mayor Terrell called the work session to order at 6:02 PM.

Jimmy Terrell	Mayor
Sonny Morris	Council Member Ward 1
Kobi Kilgore	Council Member Ward 2
Power Evans	Council Member Ward 3
Travis Singley	Council Member Ward 4
Stephanie Britt	Council Member At-Large
Taffy McCormick	Council Member At-Large

Also Present:

Jonathan Lynn, City Administrator
Anna Childs, City Clerk
Bailey Price, Deputy Clerk
Dr. Niki Graham, Director of Human Resources
Ronnie Campbell, Director of Finance
Beth Reynolds, Director of Development Services
Renée Van Sickle, Community Development Manager
Gerard Brewer, City Engineer
Robert Cheshire, Assistant City Engineer
Sara Freeland, Director of Communications
John Rorke, Chief Information Officer
Jonathan Pollard, Systems Administrator
Warren Tillery, City Attorney

OPENING PRAYER and PLEDGE OF ALLEGIANCE

Council Member Singley led the invocation.

APPROVAL OF AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Power Evans, Council Member, Ward 3
SECONDER:	Kobi Kilgore, Council Member, Ward 2
AYES:	McCormick, Morris, Kilgore, Evans, Singley, Britt

CITIZEN INPUT

None.

MONTHLY DEPARTMENT REPORT

1. Finance Monthly Report.

Director of Finance Ronnie Campbell led a presentation highlighting recent updates and opportunities in the Finance Department.

CONSENT AGENDA

City Administrator Jonathan Lynn asked the Council if there were any items under the Consent Agenda that they would like to discuss. Council Member McCormick asked for more information on item 4, and Chief Information Officer John Rorke answered her questions. Council Member Kilgore expressed concerns regarding item 5 and asked that the item be moved from the Consent Agenda for the September 2nd regular meeting to the regular voting items to allow for more discussion during that meeting.

1. Consideration of a Motion to award a construction contract to Fowler Site Work Inc. in the amount of \$85,822.50, and to authorize the Mayor to execute the associated agreement between Owner and Contractor for Capital Project No. UT23-12A, Earthen Dam Renovations, Winder Water Reservoir #2 (Laurel Lane Dam).
2. Consideration of a Motion to authorize issuing a Purchase Order (PO) in the amount \$95,322.00 to Professional Pipeline (Annual Contractor) for a stormwater rehabilitation project, Task Order #3 - Shenandoah Circle. This is a FY26 budgeted expenditure for Stormwater 525-4320-5414000.
3. Consideration of a Motion to authorize issuing a Purchase Order (PO) in the amount \$81,540.00 to Professional Pipeline (Annual Contractor) for a stormwater rehabilitation project, Task Order #2 - 206 Woodlawn Avenue. This is a FY26 budgeted expenditure for Stormwater 525-4320-5414000.
4. Consideration of a Motion to authorize the issuance of a Purchase Order (PO) in the amount \$102,446.59 to Motorola Solutions for the purchase of in-car video systems for public safety vehicles. This is a budgeted expense for FY26.
5. Consideration of a Motion for the approval of Enterprise Fleet Management Program for the City of Winder.
6. Consideration of a Motion to approve a lease renewal for 6 Porter Street with the Barrow County Chamber of Commerce.
7. Consideration of a Motion related to participation in the per- and polyfluoroalkyl substances (PFAS) litigation.
8. Consideration of a Motion to execute fee agreements with Stag Liuzza, Carothers & Mitchell, and Smith, Welch, Webb & White related to representation in PFAS litigation.
9. Consideration of a Motion to declare intent to reimburse the City for certain expenditures related to the Quarry Project from bond proceeds.

APPROVAL OF MINUTES

1. City Council - Regular Meeting – August 5, 2025 6:00 PM
2. City Council - Called Meeting – August 14, 2025 5:30 PM
3. City Council - Executive Session – August 14, 2025 5:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Power Evans, Council Member, Ward 3
SECONDER:	Travis Singley, Council Member, Ward 4
AYES:	McCormick, Morris, Kilgore, Evans, Singley, Britt

DISCUSSION ITEMS

1. Consideration of a Motion to approve a General Addendum to the Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan Adoption Agreement.

Director of Human Resources Dr. Niki Graham introduced the discussion item to Council, and Georgia Municipal Association (GMA) RMEBS Field Services Representative Josh Colley answered Council Members' questions regarding the need for the City to readopt the addendum due to an error made by GMA.

2. Public Hearing and consideration of a Motion to amend the Zoning Ordinance of the City of Winder, Georgia, and the Code of Ordinances of the City of Winder, Georgia, throughout, by implementing the authority and powers of the Planning, Zoning, and Appeals Board created through prior ordinance by inserting appropriate cross-references where applicable.

Community Development Manager Reneé Van Sickle provided the Council with an overview of the item. There was no public comment in support or opposition.

3. Public Hearing and consideration of a Motion to amend the Zoning Ordinance of the City of Winder, Georgia, and the Code of Ordinances of the City of Winder, Georgia, by changing the effective date of Ordinance W-14-25 related to the creation of the Planning, Zoning, and Appeals Board.

Community Development Manager Reneé Van Sickle provided the Council with an overview of the item. There was no public comment in support or opposition.

4. Consideration of a Motion to authorize the Mayor to approve the Final Plat for Parkway Pointe Phase 2, 445 Carl Bethlehem Rd, Bethlehem, Georgia, 30620, also known as Tax Map Parcel #WN16 020A, in accordance with Chapter 28 of the Code of Ordinances, City of Winder, Georgia, contingent upon a finding of regulatory compliance by staff and payment of fees.

Community Development Manager Reneé Van Sickle provided the Council with an overview of the staff report and answered Council Members' questions.

5. Introduction and Discussion of an application for a rezone request from City of Winder's Comprehensive Zoning Ordinance DT: Downtown zone to PUD: Planned Unit Development zone for a property located at 74 Williamson Street, Winder, Georgia, 30680, Tax/Map Parcel #WN21 217.

Community Development Manager Reneé Van Sickle introduced the item under staff review and answered Council Members' questions.

6. First Reading and consideration to adopt an amendment to Chapter Twenty-eight (subdivisions), Article III (design standards) of the Code of Ordinances for the City of Winder regarding minor subdivision plats; to provide for an effective date; and for other purposes.

Community Development Manager Reneé Van Sickle provided the Council with an overview of the item.

7. First Reading and consideration to adopt an amendment to Chapter Twenty-four (soil and erosion sedimentation control), Article VII (small watershed protection for Barber's Creek, Cedar Creek, Fort Yargo Lake and Laurel Lane Reservoir), of the Code of Ordinances for the City of Winder regarding watershed districts; to provide for an effective date; and for other purposes.

Community Development Manager Reneé Van Sickle provided the Council with an overview of the item. Both Ms. Van Sickle and City Engineer Gerard Brewer answered Council Members' questions.

Mayor Terrell called for a recess at 7:12 PM, and the work session reconvened at 7:23 PM.

8. A Resolution to amend and establish fees for Planning and Development Services for the City of Winder for the Fiscal Year 2026 budget year.

Director of Development Services Beth Reynolds answered Council Members' questions. Following discussion, the Council agreed not to include the item on the September 2nd regular meeting agenda and to move it to a later meeting for consideration.

EXECUTIVE SESSION

Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

Motion to Enter - At 7:49 PM, Mayor Terrell asked for a motion to enter executive session.

Council Member Singley made a motion to enter executive session to discuss pending litigation. Council Member Morris seconded the motion, and the motion carried unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Travis Singley, Council Member, Ward 4
SECONDER:	Sonny Morris, Council Member, Ward 1
AYES:	McCormick, Morris, Kilgore, Evans, Singley, Britt

Motion to Exit - At 8:02 PM, Mayor Terrell asked for a motion to exit executive session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Travis Singley, Council Member, Ward 4
SECONDER:	Kobi Kilgore, Council Member, Ward 2
AYES:	McCormick, Morris, Kilgore, Evans, Singley, Britt

ADJOURN

Mayor Terrell adjourned the work session at 8:02 PM.

*this meeting was video recorded

Jimmy Terrell, Mayor

Anna Childs, City Clerk

Date

DRAFT

COUNCIL MEMBERS

Stephanie Britt
Power Evans
Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

Memorandum

TO: Mayor and City Council

FR: Renee Van Sickle, Community Development Manager

Date: September 2, 2025

RE:

Public Hearing and consideration of a Motion to amend the Zoning Ordinance of the City of Winder, Georgia, and the Code of Ordinances of the City of Winder, Georgia, throughout, by implementing the authority and powers of the Planning, Zoning, and Appeals Board created through prior ordinance by inserting appropriate cross-references where applicable.

Background: This ordinance properly integrates a Planning, Zoning, and Appeals Board into the City of Winder's Code of Ordinances and Zoning Ordinance. A similar planning board existed in the past but was removed in 2021. This action restores the structure and updates all relevant code sections across zoning, development, alcohol licensing, mobile homes, erosion control, and telecommunications to reflect the authority and responsibilities of the Planning, Zoning, and Appeals Board. The intent is to provide consistency and clearly define the Board's role in reviewing applications, making decisions, and making recommendations to Council.

Recommendation: Staff is recommending approval of the ordinance for first reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF WINDER, GEORGIA AND THE ZONING ORDINANCE OF THE CITY OF WINDER, GEORGIA TO INCORPORATE PROPER REFERENCE TO THE PLANNING, ZONING, AND APPEALS BOARD.

WHEREAS, the City of Winder, Georgia, (hereinafter referenced to as the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City, through its City Council, is vested with the authority to adopt, amend, or repeal ordinances applicable within the municipal limits; and

WHEREAS, with respect to the foregoing authority, the Mayor and City Council can use this authority for the creation of a planning commission or such other advisory and decision-making board pursuant to state and local law; and

WHEREAS, a similarly prescribed Planning Board existed within the Code of Ordinances for the City of Winder but, in 2021, was deleted along with any and all reference from the Code of Ordinances; and

WHEREAS, the City Council now desires to reestablish a similar board, called the Planning, Zoning, and Appeals Board, with similar as the previously existing Planning Board; and

WHEREAS, the City of Winder, Georgia, through its City Council and Mayor, desires to provide this Planning and Appeals Board with all rights and references once afforded to it throughout the Code of Ordinances for the City of Winder; and

WHEREAS, the City Council and Mayor wishes to amend the Code of Ordinances, City of Winder, Georgia, and the Zoning Ordinance of the City of Winder, Georgia as set forth herein;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WINDER, GEORGIA, HEREBY ORDAINS AS FOLLOWS: the above preamble is incorporated here.

SECTION 1. Amendments. That the Code of Ordinances, City of Winder, Georgia, and the Zoning Ordinance of the City of Winder, Georgia, are hereby amended by adding an article to be numbered Article XII of Appendix A of the Zoning Ordinance of the City of Winder, Georgia, which section or article shall read as follows:¹

¹ It is the intention of the Mayor and Council that the provisions of this ordinance be incorporated into the Code of Ordinances of the City of Winder, and said provisions may be renumbered to accomplish such intention

- A. Chapter 3, Alcoholic Beverages, Article I, section 3-19(d)(2) is hereby amended by deleting the phrase “planning board” and replacing it with “Planning, Zoning, and Appeals Board.”
- B. Chapter 9.5, Flood Damage Prevention Ordinance, Article II, section 9.5-24 is hereby amended by replacing it with:
 - (a) The Planning, Zoning, and Appeals Board shall hear and provide recommendations to the City Council for requests for variances. The City Council shall have final decision making authority upon requests for appeals or variances from the requirements of this chapter.
- C. Chapter 12, Article II, Div. 3, Sec. 12-62 is hereby amended by deleting “mayor and city council” and replacing it with “Mayor and Council and one member of the Planning, Zoning, and Appeals Board.”
- D. Chapter 12, Article II, Div. 4, Sec. 12-84 is hereby amended by deleting “and one member of the planning commission.”
- E. Chapter 14, Mobile Homes, Article I, section 14-1 is hereby amended by removing “the planning board” from the definition of *Special Permit* and replacing it with “the Planning, Zoning, and Appeals Board.”
- F. Chapter 14, Mobile Homes, Article I, section 14-8 is hereby amended by deleting the phrase “planning board” and replacing it with “Planning, Zoning, and Appeals Board.”
- G. Chapter 14, Mobile Homes, Article II, section 14-25 is hereby amended by deleting the phrase “planning board” and replacing it with “Planning, Zoning, and Appeals Board.”
- H. Chapter 14, Mobile Homes, Article II, section 14-61(5) is hereby amended by deleting the phrase “the city council” and replacing it with “the Planning, Zoning, and Appeals Board.”
- I. Chapter 14, Mobile Homes, Article III, section 14-64 is hereby amended by deleting the phrase “City Council” and replacing it with the “the Planning, Zoning, and Appeals Board.”
- J. Chapter 14, Mobile Homes, Article III, section 14-100 is hereby amended by deleting the phrase “City Council” and replacing it with “the Planning, Zoning, and Appeals Board.”
- K. Chapter 19, Planning and Development, Article II, section 19-25 is hereby amended by deleting and inserting into it’s place:

“Sec. 19-25. - The Planning, Zoning, and Appeals Board

The Planning, Zoning, and Appeals board shall be established in accordance with and maintain the powers and duties provided within the provisions found within Article XII, Section 12-1 – 12-9.”

- L. Chapter 19, Planning and Development, Article III, Div. 1, Sec. 19-50(p) is hereby amended by deleting “city council” and replacing it with “Planning, Zoning, and Appeals Board;”
- M. Chapter 24, Soil Erosion and Sedimentation Control, Article I, Section 24-9(a) is hereby amended by deleting “a hearing before the zoning board of appeals within fifteen (15) days after receipt” and replacing it with “a hearing before the Planning, Zoning, and Appeals Board within thirty (30) days after receipt.”
- N. Chapter 24, Soil Erosion and Sedimentation Control, Article I, Section 24-55(f) is hereby amended by deleting “city council” and replacing it with “Planning, Zoning, and Appeals Board.”
- O. Chapter 24, Soil Erosion and Sedimentation Control, Article V, Section 24-60(3) is hereby amended by deleting “zoning board of appeals” and replacing it with “City Council.”
- P. Chapter 24, Soil Erosion and Sedimentation Control, Article V, Section 24-63(a) is hereby amended by deleting “The zoning board of appeals agent may authorize” and replacing it with “The Planning, Zoning, and Appeals Board may recommend and the City Council may authorize.”
- Q. Chapter 24, Soil Erosion and Sedimentation Control, Article V, Section 24-63(a)(7) is hereby amended to state;

Conditions. The Planning, Zoning, and Appeals Board is authorized to recommend and the City Council will decide upon any conditions placed on any variances related to certain provisions of this article, require that alternative measures be taken by the applicant such that the purposes of this article may be achieved through alternative means.

- R. Chapter 24, Soil Erosion and Sedimentation Control, Article I, Section 24-64(a) is hereby amended by deleting “zoning board of appeals” and replacing it with “City Council.”
- S. Chapter 24, Soil Erosion and Sedimentation Control, Article I, Section 24-104(3) is hereby amended by deleting “zoning board of appeals” and replacing it with “City Council.”

- T. Chapter 24, Soil Erosion and Sedimentation Control, Article I, Section 24-104(9) is hereby amended by deleting “zoning board of appeals” and replacing it with “Planning, Zoning, and Appeals Board.”
- U. Chapter 24, Soil Erosion and Sedimentation Control, Article VII, Section 24-108(a) is hereby amended by deleting “The zoning board of appeals agent may authorize” and replacing it with “The Planning, Zoning, and Appeals Board may recommend and the City Council may authorize.”
- V. Chapter 24, Soil Erosion and Sedimentation Control, Article VII, Section 24-108(b) is hereby amended to state;

Conditions. The Planning, Zoning, and Appeals Board is authorized to recommend and the City Council may, as a condition of the variance to certain provisions of this article, require that alternative measures be taken by the applicant such that the purposes of this article may be achieved through alternative means.

- W. Chapter 24, Soil Erosion and Sedimentation Control, Article VII, Section 24-109 is hereby amended by deleting “zoning board of appeals” and replacing it with “City Council.”
- X. Chapter 24, Soil Erosion and Sedimentation Control, Article VII, Section 24-229(e) is hereby amended by deleting all references to the “zoning board of appeals” and replacing them with “Planning, Zoning, and Appeals Board.”
- Y. Chapter 24, Soil Erosion and Sedimentation Control, Article VII, Section 24-231(f) and (h) is hereby amended by deleting all references to the “zoning board of appeals” and replacing them with “Planning, Zoning, and Appeals Board.”
- Z. Chapter 24, Soil Erosion and Sedimentation Control, Article VIII, Section 24-234 is hereby amended by deleting all references to “zoning board of appeals” and replacing is with “the Planning, Zoning, and Appeals Board.”

- AA. Chapter 28, Subdivisions, Article I, Sec. 28-6 is hereby amended to the following:

The City of Winder shall hereby exercise the power and authority to review and to approve all plats, as set forth herein below. The Planning, Zoning, and Appeals Board shall review and provide written recommendation for approval, approval with conditions, or denial of preliminary and final plats. City council shall have the power and authority to review, comment upon, and to approve exempt, preliminary, and major subdivision plat submittals, as set forth below. This chapter is enacted in pursuance of the authority granted by the Georgia General Planning and Zoning Enabling Act of 1957, No. 358, as amended.

- BB. Chapter 28, Subdivisions, Article I, Sec. 28-14 is hereby amended by deleting “adopted by the planning commission” and replacing it with “recommended by the Planning, Zoning, and Appeals Board and decided upon by the City Council” in the definition for *Comprehensive Plan*.
- CC. Chapter 28, Subdivisions, Article II, Sec. 28-25(1)(b) is hereby amended by deleting “their recommendation” and replacing it with “the Planning, Zoning, and Appeals Board’s recommendation”.
- DD. Chapter 28, Subdivisions, Article II, Sec. 28-25(1)(c) is hereby amended by deleting “staff’s” and replacing it with “Planning, Zoning, and Appeals Board’s”.
- EE. Chapter 28, Subdivisions, Article II, Sec. 28-26(1)(b) is hereby amended by deleting “their recommendation” and replacing it with “the Planning, Zoning, and Appeals Board’s recommendation”.
- FF. Chapter 28, Subdivisions, Article II, Sec. 28-26(1)(c) is hereby amended by deleting “staff’s” and replacing it with “Planning, Zoning, and Appeals Board’s”.
- GG. Chapter 28, Subdivisions, Article II, Sec. 28-26(2)(c) is hereby amended by deleting “recommendation of staff” and replacing it with “recommendation of the Planning, Zoning, and Appeals Board”.
- HH. Chapter 28, Subdivisions, Article II, Sec. 28-27(1)(d) is hereby amended by deleting “to city council” and replacing with “to the Planning, Zoning, and Appeals Board.”
- II. Chapter 29.5, Telecommunications, Article II, Section 29.5-24 is hereby amended by deleting all references to the “zoning board of appeals” and replacing them with “City Council.”
- JJ. Chapter 29.5, Telecommunications, Article II, Section 29.5-27(c)(1) is hereby amended by deleting “zoning board of appeals” and replacing it with “City Council.”
- KK. Chapter 29.5, Telecommunications, Article II, Section 29.5-27(c)(2) is hereby amended by deleting “zoning board of appeals” and replacing it with “Planning, Zoning, and Appeals Board.”
- LL. Chapter 29.5, Telecommunications, Article II, Section 29.5-29 is hereby amended by deleting “board of zoning appeals pursuant to article XXI of the zoning ordinance” and replacing it with “Planning, Zoning, and Appeals Board pursuant to article XII of the Zoning Ordinance.”
- MM. Appendix A, Comprehensive Zoning Ordinance, Article III, Sec. 9A-6.A is hereby amended to include “the Planning, Zoning, and Appeals Board” within the groups to be guided by the aforementioned section

NN. Appendix A, Comprehensive Zoning Ordinance, Article III, Sec. 9A-10.A is hereby amended by removing “the Planning Commission,” and replacing it with “the Planning, Zoning, and Appeals Board,”

OO. Appendix A, Comprehensive Zoning Ordinance, Article X, Sec. 10-34(C)(2) is hereby amended by removing “by City Council” and replacing it with “by the Planning, Zoning, and Appeals Board and final approval by City Council.”

PP. Appendix A, Comprehensive Zoning Ordinance, Article XI, Sec. 11-8(A) is hereby amended by deleting “The City Council is authorized upon application in specific cases to consider such variance” and inserting into its place, “The Planning, Zoning, and Appeals Board is authorized upon application in specific cases to recommend and the City Council render a final decision upon such variance.”

QQ. Appendix A, Comprehensive Zoning Ordinance, Article XI, Sec. 11-9(A) is hereby amended by deleting “City Council” and replacing it with “Planning, Zoning, and Appeals Board.”

RR. Appendix A, Comprehensive Zoning Ordinance, Article XI, Sec. 11-9(C) is hereby amended to state:

C. The Planning, Zoning, and Appeals Board shall hear appeals in accordance with Article XII of the Zoning Ordinance.

SECTION 2. Repeal of Conflicting Provisions. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. All other ordinances or parts of ordinances, however, that remain unchanged by the instant modifications contained in this Ordinance are intended to be continued in full force and effect, subject to the paragraph, phrase, word, or sentence, or the application thereof to any person, individual, business organization, or partnership, in any circumstance, be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of the Code of Ordinances, City of Winder, Georgia, including the instant modification. The provisions contained herein are hereby declared severable. Any modification of Federal or State Law or regulation which would effect a change in the provisions of this Article are hereby incorporated herein and made a part hereof.

SECTION 3. Effective Date. This Ordinance shall become effective March 1, 2026.

SECTION 4. Authorization. By adopting this Ordinance through motion validly seconded and approved in accordance with the Charter, the Council hereby authorizes the Mayor to sign this Ordinance and further authorizes the Mayor, City Administrator, City Clerk, City Attorney, or such other staff or designees as may be otherwise prudent and ordinary to take all measure necessary and convenient to effectuate the purposes of this Ordinance.

SO ORDAINED this _____ day of _____, 2025.

JIMMY TERRELL, Mayor

ATTEST:

ANNA CHILDS, City Clerk

APPROVED AS TO FORM:

WARREN TILLERY, City Attorney

[SEAL]

COUNCIL MEMBERS
Stephanie Britt
Power Evans
Kobi Kilgore
Taffy McCormick
Sonny Morris
Travis Singley



MAYOR
Jimmy Terrell

CITY ADMINISTRATOR
Jonathan Lynn

City of Winder

Memorandum

TO: Mayor and City Council

FR: Renee Van Sickle, Community Development Manager

Date: September 2, 2025

RE: **Public hearing and consideration of a Motion to amend the Zoning Ordinance of the City of Winder, Georgia, and the Code of Ordinances of the City of Winder, Georgia, by changing the effective date of Ordinance W-14-25 related to the creation of the Planning, Zoning, and Appeals Board.**

Background:

This ordinance amends Ordinance No. W-14-25 to change its effective date from October 1, 2025, to March 1, 2026. The amendment allows the Mayor, City Council, and City staff to take preparatory actions—such as board member appointments and training—prior to the new effective date.

All other provisions of Ordinance No. W-14-25 remain unchanged and in full effect. Conflicting ordinances are repealed, and the ordinance takes effect immediately upon the Mayor's signature.

Recommendation: Staff recommends approval of the ordinance amendment for first reading.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF WINDER, GEORGIA, AND THE ZONING ORDINANCE OF THE CITY OF WINDER, GEORGIA, TO PROVIDE FOR THE CREATION OF A PLANNING, ZONING, AND APPEALS BOARD, AND FOR OTHER PURPOSES.

WHEREAS, the City of Winder, Georgia, (hereinafter referenced to as the “City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City, through its City Council, is vested with the authority to adopt, amend, or repeal ordinances applicable within the municipal limits; and

WHEREAS, the City adopted Ordinance No. W-14-25 on June 3, 2025; and

WHEREAS, the Effective Date of Ordinance No. W-14-25 is October 1, 2025; and

WHEREAS, the City Council and Mayor wishes to amend Ordinance No. W-14-25 to change the effective date;

NOW, THEREFORE, UPON MOTION DULY SECONDED, AND ALL LEGAL PREREQUISITES HAVING BEEN SATISFIED, THE MAYOR AND COUNCIL OF THE CITY OF WINDER, GEORGIA, HEREBY ORDAINS AS FOLLOWS: the above preamble is incorporated here.

SECTION 1. Amendment. That the Ordinance No. W-14-25 be amended as follows:

SECTION 3. Effective Date. This Ordinance shall become effective on March 1, 2026, provided that it is adopted by Council and signed by the Mayor prior to such date. If adopted by Council and signed by the Mayor before such date, however, the Mayor, Council, and City staff may take such action to prepare for its implementation on March 1, 2026, though, for example, making appointments and provided for training of the Board members prior to March 1, 2026.

SECTION 2. Reaffirmed. All other portions of Ordinance No. W-14-25 shall remain unchanged and are incorporated by reference herein.

SECTION 3. Repeal of Conflicting Provisions. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. All other ordinances or parts of ordinances, however, that remain unchanged by the instant modifications contained in this Ordinance are intended to be continued in full force and effect, subject to the paragraph, phrase, word, or sentence, or the application thereof to any person, individual, business organization, or partnership, in any circumstance, be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of the Code of Ordinances, City of Winder, Georgia, including the instant modification. The provisions contained herein are hereby

declared severable. Any modification of Federal or State Law or regulation which would effect a change in the provisions of this Article are hereby incorporated herein and made a part hereof.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon its signature by the Mayor of the City of Winder, Georgia.

SECTION 5. Authorization. By adopting this Ordinance through motion validly seconded and approved in accordance with the Charter, the Council hereby authorizes the Mayor to sign this Ordinance and further authorizes the Mayor, City Administrator, City Clerk, City Attorney, or such other staff or designees as may be otherwise prudent and ordinary to take all measure necessary and convenient to effectuate the purposes of this Ordinance.

SO ORDAINED this _____ day of _____, 2025.

JIMMY TERRELL, Mayor

ATTEST:

[SEAL]

ANNA CHILDS, City Clerk

APPROVED AS TO FORM:

WARREN TILLERY, City Attorney

ORDINANCE NO. W-14-25

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF WINDER, GEORGIA, AND THE ZONING ORDINANCE OF THE CITY OF WINDER, GEORGIA, TO PROVIDE FOR THE CREATION OF A PLANNING, ZONING, AND APPEALS BOARD, AND FOR OTHER PURPOSES.

WHEREAS, the City of Winder, Georgia, is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the City of Winder, Georgia, through its Mayor and Council, is vested with the authority to adopt, amend, or repeal, ordinances applicable within the municipal limits; and

WHEREAS, the City of Winder, Georgia, through its Mayor and Council, is authorized, albeit not obligated, to create a planning commission or such other advisory and decision-making boards pursuant to state and local law; and

WHEREAS, the City of Winder, Georgia, previously had a Board of Appeals and a Planning Board; and

WHEREAS, the City of Winder, Georgia, significantly revised the Zoning Ordinance of the City of Winder, Georgia, on April 7, 2020; and

WHEREAS, the foregoing revisions effectively abolished the Board of Appeals; and

WHEREAS, the City of Winder, Georgia, has further updated and amended the Zoning Ordinance of the City of Winder, Georgia, since April 7, 2020; and

WHEREAS, the City of Winder, Georgia, also adopted Ordinance number W-6-21, on December 27, 2021, which abolished the Planning Board; and

WHEREAS, the Mayor and Council for the City of Winder, Georgia desire to establish a Planning, Zoning, and Appeals Board; and

WHEREAS, the Mayor and Council of the City of Winder wishes to amend the Code of Ordinances, City of Winder, Georgia, and the Zoning Ordinance of the City of Winder, Georgia, as set forth herein;

NOW, THEREFORE, UPON MOTION DULY SECONDED, AND ALL LEGAL PREREQUISITES HAVING BEEN SATISFIED, THE MAYOR AND COUNCIL OF THE CITY OF WINDER, GEORGIA, HEREBY ORDAINS AS FOLLOWS: the above preamble is incorporated here.

SECTION 1. Amendment. That the Code of Ordinances, City of Winder, Georgia, and the Zoning Ordinance of the City of Winder, Georgia, are hereby amended by adding an article to be numbered Article XII of Appendix A of the Zoning Ordinance of the City of Winder, Georgia,

which section or article shall read as follows:¹

Article XII. – Planning, Zoning, and Appeals Board.

Section 12-1. - *Creation*. The City of Winder hereby creates the Planning, Zoning, and Appeals Board. As used in this Article, the term “Board” shall mean the “Planning, Zoning, and Appeals Board” and such term or phrase may be used interchangeably.

Section 12-2. - *Membership and Composition*.

A. *Membership*. The Board shall consist of seven members with each such member being appointed by the Mayor and Council as provided in Subparagraph B below. The Mayor, all members of the Council, and any employee of the City shall not be eligible for appointment to serve as a member of the Board.

B. *Appointment*.

1. The composition of the Board’s seven members shall be as follows: one (1) at-large member appointed by the Mayor; two (2) at-large members with each such member being individually appointed by each of the two at-large council members respectively (meaning that each at-large council member has one appointment); and four (4) members corresponding to each of the four (4) wards of the City with each such member(s) being individually appointed by each of the four council members corresponding to such wards those council members represent (meaning that each ward’s council member has one appointment). As used herein, the terms “at-large” and “ward” shall have the same meaning as described in Art. II, Sec. 2-1(3) of the City Charter.
2. Each Board member shall have been a resident of the City for at least one (1) year prior to their appointment and shall remain a resident of the City during their term. In the event that a Board member ceases to be a resident of the City, then such Board member shall become ineligible to continue serving. For members appointed by “ward,” such members shall be a resident of the designated ward for which they were appointed at the time of appointment. In the event that a Board member ceases to be a resident of the ward for which they were appointed, then such Board member shall become ineligible to continue serving, provided, however, that if such Board member shall no longer be a resident of the ward for which he or she was appointed due to redistricting of the wards, then such Board member shall remain eligible to serve out the remainder of their current term.

¹ It is the intention of the Mayor and Council that the provisions of this ordinance be incorporated into the Code of Ordinances of the City of Winder, and said provisions may be renumbered to accomplish such intention

C. *Term.*

1. Each Board member's term shall coincide with the Council member or Mayor who appointed the Board member, except as provided hereinbelow.
2. The initial terms of each Board member shall begin upon their appointment, even though such appointment may be made prior to the effective date on which the remainder of this Ordinance takes effect.
3. All terms shall run through and including June 30 of the calendar year which follows the calendar year in which an election for the office of any particular appointing Council member or Mayor is held. For example, if the Mayoral election happens in November of a given calendar year, then the term of the Mayor's appointment to the Board shall last through and including June 30 of the next calendar year following the Mayoral election. The same is true for the term of each Council member's appointment. For the sake of clarity, this means that the terms of the Board members shall be staggered in the same manner as the Mayor and Council members' terms are staggered. The terms of Board members provided for herein shall also run with the term of office for the Mayor and Council member making the appointment, except as to the expiration date being the following June 30, regardless of whether the appointing Mayor or Council member shall be re-elected. For purposes of this Ordinance, when the Mayor or a Council member is re-elected, the term of the Board member appointed prior to reelection shall run with the individual term of office and not with the particular person so holding such office.
4. Nothing contained herein, however, shall prevent the re-appointment of any Board member to a new term upon the expiration of a previous term as provided for above.
5. In the event that a new Board member is appointed prior to the expiration of the existing Board member's term, then such subsequent Board member's term shall begin on July 1.
6. This Ordinance does not create a interest in any Board member's service and may be amended by subsequent ordinance duly adopted by the Mayor and Council.

D. *Compensation.* All Board members shall receive such compensation as may be provided or established from time to time by the Mayor and Council. Each Board member may also be reimbursed for actual expenses incurred by them in connection with their official duties as members of said Board, provided that such expenses shall be pre-approved by the City Administrator. So long as funds are available for such purposes, the City may also pay for such training or expenses as would be

ordinary and customary for members of such Board at the option of the City Administrator.

- E. *Vacancy.* Any vacancy in membership of the Board shall be filled as soon as reasonably practical with another appointment made by the respective Council member or Mayor who appointed the Board member for which a vacancy exists. In the event of an appointment to fill a vacancy, the term of the Board member so appointed shall be the remainder of the unexpired term in which such vacancy arose.
- F. *Removal.* The Mayor and Council shall have the authority to remove any member of the Board for cause, upon written charges, after a public hearing. By way of illustration and not limitation, the phrase “for cause” shall mean any member establishing residence outside the City (without tendering that member’s resignation from the Board at or before establishing such residence), any member habitually failing to attend meetings, or a violation of the City’s Code of Ethics.
- G. *Officers.* The members of the Planning, Zoning, and Appeals Board shall elect officers of the Board from among its members, except as provided further herein. There shall be a chairperson; vice-chairperson, and secretary.
 - 1. The chairperson shall serve as the presiding officer over any meetings and sign all documents ordinarily or customarily signed by the presiding officer in the context of the Board.
 - 2. The vice-chairperson shall serve as chairperson in the event of the chairperson’s absence or failure to perform the duties of the chairperson.
 - 3. The secretary shall record the official minutes of any meeting and coordinate with the City Clerk regarding the maintenance of the Board’s records. The secretary may be either one of the members, or an employee of the City. In the event the secretary is an employee of the City, then such secretary shall not be a voting member of the Board. The City Administrator’s approval shall also be required for any appointment of an employee of the City to serve in the role of Board secretary.
 - 4. The foregoing officers shall serve a term of one year or until their successor is elected by the then members of the Board.
- H. *Consultation with City Attorney.* The Board may consult with the City Attorney or his or her designee as may be necessary.

Section 12-3. – *Meetings, Hearings, and Procedures.*

- A. *Meetings.* The Planning, Zoning, and Appeals Board shall hold meetings in accordance with the Open Meetings Act or as otherwise provided by state law and

the Charter or Code of Ordinances, City of Winder, Georgia, including the Zoning Ordinance of the City of Winder, Georgia, as applicable. Such meetings shall be held at dates and times as the Board may select.

- B. *Quorum*. Four members of the Board shall be required in order to have a quorum to transact business.
- C. *Hearings*. During any meeting, the Board may also hold such hearing or hearings as may be necessary or required pursuant to state law and the Charter or Code of Ordinances, City of Winder, Georgia, including the Zoning Ordinance of the City of Winder, Georgia, as applicable.
- D. *Procedures*. Meetings of the Board shall normally follow the same procedure as would be used during meetings of the Mayor and Council. Where applicable, the Board shall follow the rules of procedure set forth by state law, the Charter, or Code of Ordinances of the City of Winder, Georgia, including the Zoning Ordinance of the City of Winder, Georgia, as applicable. In the event that state law, the Charter, or Code of Ordinances of the City of Winder, Georgia, including the Zoning Ordinance of the City of Winder, Georgia, as applicable, does not specify a specific rule of procedure for any meeting or hearing held by the Board, the Board shall be authorized to make its own rules of procedure not inconsistent therewith through written resolution.
- E. *Voting*. Each member of the Board shall have one vote. The presiding officer of any meeting or hearing, whether the chairperson or vice-chairperson, shall also vote. A vote of the majority of the members present at any meeting shall be required for the passage of any matter requiring a vote.

Section 12-4. - *Recommending powers and duties with respect to Zoning Decisions*. The Planning, Zoning, and Appeals Board shall review and provide recommendations to the Mayor and Council on applications for Zoning Decisions, as defined in O.C.G.A. § 36-66-3(4).

- A. "Zoning Decisions" as defined in O.C.G.A. § 36-66-3(4) shall mean the following, including:
 - 1. the adoption or repeal of a zoning ordinance;
 - 2. the adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;
 - 3. the adoption or denial of an amendment to a zoning ordinance to rezone property from one zoning classification to another;

4. the adoption or denial of an amendment to a zoning ordinance by a municipal local government to zone property to be annexed into the municipality;
 5. the grant or denial of a permit relating to a special use of property (conditional use); or,
 6. the grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (iii) and (v) of this Paragraph.
- B. The Planning, Zoning, and Appeals Board shall have 75 days after receipt of a completed application (as determined by Zoning Administrator or his or her designee) seeking a Zoning Decision to make a recommendation to the Mayor and Council. If no recommendation is provided within this timeframe, the request shall be deemed to have no recommendation by the Board. All recommendations (or lack thereof) shall be memorialized in writing prior to being transmitted to the Mayor and Council. Nothing in this Paragraph shall be construed to prevent the Mayor and Council from remanding a recommendation back to the Board for further consideration.
 - C. In rendering a recommendation as to any Zoning Decision, the Board shall follow the standards set forth in the Zoning Ordinance of the City of Winders, Georgia, including, but not limited to, those set forth in Article XI, Section 11-6 thereof.
 - D. In rendering a recommendation on any Zoning Decision, the Board shall hold at least one public hearing prior to making its recommendation. Such public hearing shall be held in accordance with the procedures applicable to any such public hearing as specified in Section 12-3.D above. Notices of any public hearing shall be issued in the same manner and timeframe as would be applicable to any such public hearing held by the Mayor and Council, except such timeframes in this instance shall be applicable to the hearing held by the Board.
 - E. In rendering a recommendation as to any Zoning Decision, the staff report or any staff recommendation shall be considered. Yet, the staff report or recommendation shall not be binding on the Board.
 - F. The Board's recommendation may be to approve, approve with conditions, or deny the requested Zoning Decision.
 - G. Any recommendation issued by the Board with respect to a Zoning Decision shall not be binding on the Mayor and Council.

Section 12-5. – *Recommending powers and duties with respect to Variances.* The Planning, Zoning, and Appeals Board shall also have the authority to hear and recommend whether the Council should grant or deny Variances in accordance with Section 11-8 of Article XI

of the Zoning Ordinance of the City of Winder. City Council shall be the final decision-making body for the grant or denial of such Variances.

- A. The Planning, Zoning, and Appeals Board shall have 75 days after receipt of a completed application (as determined by Zoning Administrator or his or her designee) seeking a Variance to make a recommendation to the Mayor and Council. If no recommendation is provided within this timeframe, the request shall be deemed to have no recommendation by the Board. All recommendations (or lack thereof) shall be memorialized in writing prior to being transmitted to the Mayor and Council. Nothing in this Paragraph shall be construed to prevent the Mayor and Council from remanding a recommendation back to the Board for further consideration.
- B. In rendering a recommendation as to any Variance, the Board shall follow the standards set forth in the Zoning Ordinance of the City of Winder, Georgia, including, but not limited to, those set forth in Article XI, Section 11-8 thereof.
- C. In rendering a recommendation on any Variance, the Board shall hold at least one public hearing prior to making its recommendation. Such public hearing shall be held in accordance with the procedures applicable to any such public hearing as specified in Section 12-3.D above. Notices of any public hearing shall be issued in the same manner and timeframe as would be applicable to any such public hearing held by the Mayor and Council, except such timeframes in this instance shall be applicable to the hearing held by the Board. The foregoing notwithstanding, however, notice of any public hearing on a Variance held by the Board may be given less than thirty days from such hearing provided further that such notice shall be given not less than fifteen days, nor more than forty-five days from the date such hearing is to be held.
- D. In rendering a recommendation as to any Variance, the staff report or any staff recommendation shall be considered. Yet, the staff report or recommendation shall not be binding on the Board.
- E. The Board's recommendation may be to approve, approve with conditions, or deny the requested Variance.
- F. Any recommendation issued by the Board with respect to a Variance shall not be binding on the Mayor and Council.

Section 12-6. – *Recommending powers and duties with respect to subdivision plats.* The Planning, Zoning, and Appeals Board shall hear and provide written recommendations to the Mayor and Council regarding the approval, approval of conditions, or denial, of both preliminary and final plats pursuant to Chapter 28 within the Code of Ordinances for the City of Winder.

Section 12-7. – *Decision-making power and duties with respect to mobile homes.*

- A. The Planning, Zoning, and Appeals Board shall also review and decide whether to approve (including approval with conditions) or deny special permits for the construction of any mobile home park in accordance with Chapter 14 of the Code of Ordinances for the City of Winder.
- B. The Planning, Zoning, and Appeals Board shall also review and decide whether to approve (including approval with conditions) or deny all permits for trailers and mobile homes in the City in accordance with Chapter 14 of the Code of Ordinances for the City of Winder.
- C. The Mayor and Council hereby delegate to, and designate, the Board as having been conferred with quasi-judicial powers for the purposes of making decisions specified in this Section pursuant to standards adopted for the exercise of such powers as specified in the Code of Ordinances for the City of Winder, Georgia—specifically, but without limitation, Chapter 14 of the Code of Ordinances for the City of Winder.

Section 12-8. – *Other decision-making power and duties with respect to other appeals.*

- A. Appeals to the Planning, Zoning, and Appeals Board may be taken by any person aggrieved or affected by any decision of the Zoning Administrator, Building Official, or by any other officer, department, board, or bureau of the City—other than the Mayor and Council.
- B. The appeals specified in Subparagraph A of this Section shall be taken within a reasonable time not to exceed thirty days by filing with City Administrator, and with the Board, a written notice of appeal specifying the decision complained of and the grounds for the appeal. All paper constituting the record upon which the action appealed from was taken shall forthwith be transmitted to the Board.
- C. The Mayor and Council hereby delegate to, and designate, the Board as having been conferred with quasi-judicial powers for the purposes of making decisions specified in this Section pursuant to standards adopted for the exercise of such powers as specified in the Code of Ordinances for the City of Winder, Georgia, including the Zoning Ordinance of the City of Winder, as applicable, related to the item under appeal.

Section 12-9. – *Miscellaneous.*

- A. As used in this Ordinance, the phrase “quasi-judicial” shall have the meaning ascribed to it by O.C.G.A. § 36-66-3(1.1) to the extent that such powers have been delegated or conferred upon the Planning, Zoning, and Appeals Board under this Ordinance.

- B. To the extent the Board is specifically authorized to render any quasi-judicial decision under this Ordinance, the Board shall hold a public hearing before making any such quasi-judicial decisions. Such hearing shall be preceded by the board of zoning appeals or its designee providing publication of a public hearing notice within a newspaper of general circulation in the town no less than thirty (30) days prior to the hearing, and a notice of the hearing shall be mailed at least thirty (30) days prior to the public hearing to the owner of the property that is the subject of the proposed action, or the person or entity filing such an appeal, as applicable. Such notices shall include the application number (if any number is assigned), date, time, location, and purpose of the public hearing.
- C. The Planning, Zoning, and Appeals Board shall possess dual capacity at any meeting to hear and exercise such recommending powers and duties as specified herein, and, during the same meeting, exercise such decision-making and quasi-judicial powers as may be provided for herein—without the need for separate meetings--provided that such items (either recommending or quasi-judicial decision-making) are clearly delineated.
- D. In order to comply with O.C.G.A. § 36-66-5.1(c), the chairperson—or, in the chairperson's absence, the vice-chairperson—shall have the authority, without additional board or agency action, to approve or issue any form or certificate necessary to perfect the petition described in Title 5 of the Official Code of Georgia Annotated for review of lower judicatory bodies. The chairperson—or, in the chairperson's absence, the vice-chairperson—is also authorized for the purpose of effecting or accepting service of such a petition specified in O.C.G.A. § 36-66-5.1(c) on behalf of the lower judicatory board or agency, during normal business hours, at the regular offices of the local government (City Hall).
- E. The Mayor shall be the elected official authorized to accept service and upon whom service of an appeal of a quasi-judicial decision may be effected or accepted on behalf of the City of Winder, during normal business hours, at the regular offices of the local government (City Hall). Alternatively, for convenience, the City Attorney is also designated as the Mayor's designee for the purposes of this Paragraph.
- F. Appeals of any decisions made by the Planning, Zoning, and Appeals Board shall be taken as provided by Georgia law.

SECTION 2. Repeal of Conflicting Provision. Except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. All other ordinances or parts of ordinances, however, that remain unchanged by the instant modifications contained in this Ordinance are intended to be continued in full force and effect, subject to the instant modifications set forth in this Ordinance. Additionally, should any Article, Section, paragraph, phrase, word, or sentence, or the application thereof to any person, individual, business

organization, or partnership, in any circumstance, be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of the Code of Ordinances, City of Winder, Georgia, or the Zoning Ordinance of the City of Winder, Georgia, including the instant modification. The provisions contained herein are hereby declared severable. Any modification of Federal or State Law or regulation which would effect a change in the provisions of this Article are hereby incorporated herein and made a part hereof.

SECTION 3. Effective Date. This Ordinance shall become effective on October 1, 2025, provided that it is adopted by Council and signed by the Mayor prior to such date. If adopted by Council and signed by the Mayor before such date, however, the Mayor, Council, and City staff may take such action to prepare for its implementation on October 1, 2025, though, for example, making appointments and providing for training of the Board members prior to October 1, 2025.

SECTION 4. Authorization. By adopting this Ordinance through motion validly seconded and approved in accordance with the Charter, the Council hereby authorizes the Mayor to sign this Ordinance and further authorizes the Mayor, City Administrator, City Clerk, City Attorney, or such other staff or designees as may be otherwise prudent and ordinary to take all measure necessary and convenient to effectuate the purposes of this Ordinance.

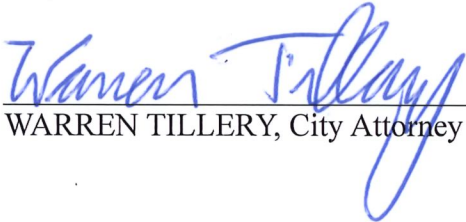
SO ORDAINED this 3rd day of June, 2025.


JIMMY TERRELL, Mayor

ATTEST:


ANNA CHILDS, City Clerk

APPROVED AS TO FORM:


WARREN TILLERY, City Attorney



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

- (ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
Signature: _____	By: Enterprise Fleet Management, Inc. its attorney in fact
By: _____	Signature: _____
Title: _____	By: _____
Address: _____	Title: _____
_____	Address: _____
_____	_____
Date Signed: _____	Date Signed: _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____, 2025 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of _____, 2025 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Winder ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 1 of the Master Equity Lease Agreement is amended to read as follows:

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle. Each such Schedule shall contain the terms and vehicle detail previously approved by Lessee in the Quote for said vehicle. The lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) business days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

Section 2 of the Master Equity Lease Agreement is amended to read as follows:

The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until December 31, 2025, or upon the lease settlement as defined in Section 4 of the Agreement and Section 2 of the Lease Schedule for any remaining scheduled vehicles at that time (the "initial term"). The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule. Thereafter, In accordance with O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation, in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement, on the part of Lessee at the end of each Lessee fiscal year throughout the Term, this Agreement is automatically renewed each year on the Lessee's fiscal year, unless Lessee cancels this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. Additionally, termination should not affect Lessee's obligation to pay any responsibilities under this agreement.

Further, in accordance with O.C.G.A. § 36-60-13, the parties acknowledge that the Lessee's obligations under this Agreement are payable solely from appropriations from the Lessee. The parties further agree that notwithstanding any other provision of this Agreement, if the source of payment for any obligation under this Agreement no longer exists or is insufficient with respect to any Vehicle, this Agreement as to that Vehicle shall terminate without further obligation of Lessee as of that moment. The determination of Lessee of the events stated above shall be conclusive; provided, however, if the Lessee declares a non-appropriation event pursuant to this Section, Lessee agrees to not replace the Vehicle subject to the non-appropriation event with another vehicle in the same Lessee fiscal year.

Termination: Lessee reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Lessor. In the event of such termination, Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination in accordance with Section 3(b) and 3(c) of the Master Equity Lease Agreement. Additionally, termination should not affect Lessee's obligation to pay any responsibilities under this Agreement.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will be grounds for termination by the lessor.

Section 3(f) of the Master Equity Lease Agreement is amended to read as follows:

If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, terminate this agreement upon thirty (30) days written notice and exercise any remedies under applicable law.

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor except that the place for returning the Vehicle designated by Lessor shall be within the State of Georgia. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 9(a) of the Master Equity Lease Agreement is amended to read as follows:

LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE FOR TEN (10) BUSINESS DAYS WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

Section 9(b) of the Master Equity Lease Agreement is amended by adding the following paragraph:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 9(d) of the Master Equity Lease Agreement is removed

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

RESPONSIBILITY: To the extent permitted by Georgia state law, Lessee shall be responsible for any and all losses incurred, or claims, demands, or rights of action that may be asserted at any time, which arise as a result of a third party claim for (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any of the Vehicles, or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing responsibility provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

Section 13 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) upon 2 business days written notice during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

Section 14 first paragraph of the Master Equity Lease Agreement is amended to read as follows:

The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Section 14 second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, with thirty (30) days written notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter according to the laws of the State of Georgia where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this

Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 14 third paragraph of the Master Equity Lease Agreement is an additional paragraph and reads as follows:

In the event that Lessor fails to perform in a satisfactory manner its obligation under this Agreement or a Schedule hereunder, Lessee may, in addition to any other remedy available at law or equity, provide Lessor with written notice of Lessee's intent to terminate the Schedule or portion of the Schedule directly related to Lessor's breach or non-performance. Such termination shall take effect automatically unless Lessor cures the breach or non-performance within five (5) business days of receipt of Lessee's notice, with no penalties or additional charges incurred by Lessee.

Section 15 first paragraph of the Master Equity Lease Agreement is amended to read as follows:

Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessor will provide written notification in the event of a non-financial assignment. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Section 16 of the Master Equity Lease Agreement is amended to read as follows:

This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Neither party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by the other party and then only to the extent therein set forth. A waiver by either party of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which would otherwise be available on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one upon receipt, duly addressed, with certified mail, postage prepaid. Each party will promptly notify the other party of any change in their address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon the parties and their heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of the other party and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Georgia (determined without reference to conflict of law principles). Venue shall be the Superior court of Lessee's County.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Winder (Lessee)

By _____

Title: _____

Date Signed: _____, _____

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Date Signed: _____, _____