BOARD OF COMMISSIONERS
30 N. BROAD STREET
WINDER, GA 30680

(770) 307-3000

WWW.BARROWGA.ORG

PAT GRAHAM
CHAIRMAN

JOE GOODMAN
DISTRICT 1

KENNY SHOOK
DISTRICT 2

ROLANDO ALVAREZ
DISTRICT 3

ALEX WARD
DISTRICT 4

TIM WALKER
DISTRICT 5

DEBORAH LYNN
DISTRICT 6

SRIKANTH YAMALA
COUNTY MANAGER

Board of Commissioners Voting Session Agenda
Tuesday, August 11, 2026 - 6:00 PM

I. Call to Order, Invocation, Pledge to Flag

II. Approval of Agenda

III. Remarks by Commissioners

IV. Approval of Minutes

a) July 28, 2026, Voting Session minutes

V. Public Comment on Agenda Items

Limit to two minutes per person on agenda items which are not scheduled to have a public hearing.

VI. Public Hearings

a) **BOC2026-00063 (XX137 016, 017 & 017A) 0 & 2630 Glenn Jackson Rd; Virginia Sturdivant / Applicant; Virginia & Robert Sturdivant / Owners.** Request to rezone parcel XX137 016 a 1 Acre tract from R-1 (Low Density Single Family Residential) to AG (Agriculture). Request to rezone 2 acres of parcel XX137 017 & 017A from AG to R-1 for lot reconfiguration.

b) **BOC2026-00065 (XX129B 036) 356 Simeon Rd; Roberto Rodriguez / Applicant; Madeline Adair / Owner.** Special Use request for a metal building larger than 500 square feet. Variance request to UDC Sec. 89-218 for size of an accessory use structure.

c) **BOC2026-00066 (XX125 082) 290 Booth Rd; Jeffery Deloach / Applicant; JP Squared LLC / Owner.** Request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split.

d) **BOC2026-00067 (XX104 130) 475 Dunahoo Rd; Rachel Burnett / Applicant; Samara Moore / Owner.** Request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residential) for an individual lot split.

e) **BOC2026-00071 (XX049 079B) 0 Highway 211 NW; Jakob Sullins / Applicant; JPPN LLC / Owner.** Future Land Use Map Amendment from Suburban Residential to Traditional Residential and Commercial Corridor. Request to rezone ±2.10 acres from AG (Agriculture to R-3 (High Density Residential) and rezone ±3.22 acres from AG to C-2(Community Commercial). Variance request to UDC Sec. 89-403 to allow townhomes rear vehicle access from private drive and to allow homes to have to fronts. Sec. 89-404 Reduce building setback from an arterial road, Sec. 89-1190 allow combined master detention facility, and Sec. 89-1605 network standards.

f) **BOC2026-00072 (XX125 034) 1910 Parker Dr; Stanton Porter / Applicant; Russell & Erica Shipley / Owners.** Request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and reconfiguration.

VII. Consent Agenda

a) Consideration to approve the re-appointment of Tommy Jennings to the Barrow County Water & Sewage Authority for a two-year term beginning August 11, 2026, and ending August 11, 2028. At large.

b) Consideration to approve the re-appointment of John McKay to the Barrow County Water & Sewage Authority for a two-year term beginning August 11, 2026, and ending August 11, 2028. Commission District 6.

VIII. Old Business

a) **BOC2026-00047 (XX115 073, 075, 076, 083, 083A, 083B, 085) 0 Cash Rd, 0 Atlanta Hwy SE, 1508, 1498, 1494, & 1474 Bird Hammond Dr; Alex Mitchum / Applicant; Kosie Group LLC, Laverne Harwell, Neal & Glenese Holliday, Stephen Butler & Stacie Holiday, Stephen & Candis Hayes / Owners.** Future Land Use Map amendment (FLUM) to Low Intensity Workplace. Rezone ± 203.78 acres from AG (Agriculture) and AR (Agriculture Residential) to M-1 (Light Industrial) for an Industrial Park. Special Use request for a concrete plant within this new industrial park. Note: This item was tabled at the July 14, 2026, Voting Session. A public hearing has already been held.

b) **BOC2026-00061 (XX106 097 & 098) 1032 & 0 Atlanta Hwy; Stanton Porter / Applicant; Ledford RE, LLC / Owner.** A Change in Conditions to condition #1 to allow self-storage units and condition #3 to eliminate the material restrictions from previous rezone case RZ 2021- 068. Variance request to UDC Sec. 89-184 for building height, UDC Sec. 89- 967 for impervious surface restriction and UDC Sec. 89-856 for zoning buffer requirements. Note: This item was tabled at the July 14, 2026, Voting Session. A public hearing has already been held.

IX. New Business

a) Consideration to approve the FY27 GDOT tentative funding allocation for the extension of Taxiway D for the Barrow County Airport in the amount of $1,337,478.00 and authorize the Chairman to execute a commitment letter and any other documents related to the funding and approve the necessary budget amendment. A local match of $445,826.00 is required.

b) Consideration to approve the FY 2027 CJCC State Grants for the Piedmont Circuit Specialty Courts, including the Barrow County Drug Court, the Piedmont Circuit Wellness Court, and Barrow County Family Treatment Court in the amount of $461,127.00 and approve the necessary budget amendment.

c) Consideration to approve the FY 2027 Piedmont Circuit Specialty Court Contract Renewal Agreement for Project ADAM.

d) Consideration to approve the FY 2027 Piedmont Circuit Specialty Court Contract Renewal Agreement for Advantage Behavioral Health Systems.

e) Consideration of a deannexation request of ±30 acres located at 89 Sims Road, designated as Tax Parcels Nos. WN10 326, WN10 328, and WN10 179.

f) Consideration to approve the purchase of two (2) diesel generators for the Water Resources Department from AMSCO, Inc., of Winder, GA, in the amount of $128,500.00.

g) Consideration to approve the Designated Official to request and receive sales and use tax information from the Georgia Department of Revenue.

h) Consideration to approve an agreement with Musco Sports Lighting, LLC of Oskaloosa, IA, for the Parks & Recreation Department to upgrade field lights at fields #6-7 with LED technology in the amount of $430,000.00 and authorize the Chairman to execute the agreement.

i) Consideration to approve the declaration of one (1) 2008 Ford Escape as surplus and approve the purchase of one (1) new 2026 Ford Bronco for the County Extension from Akins Ford of Winder, GA, in the amount of $32,426.00.

j) Consideration of an amendment to the June 23, 2026 resolution establishing the Parks & Recreation Special Tax District.

X. Executive Session

Executive Session allows discussion of discuss 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.

XI. Adjournment

Barrow County Government is committed to ensuring accessibility for all citizens. Individuals requesting reasonable accommodations should contact the County Clerk at least seven (7) working days prior to the meeting, program, or activity whenever possible.

AGENDA ITEM NO. IV.a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	**Approval of Minutes**
SUBJECT:	July 28, 2026, Voting Session minutes

ATTACHMENTS:
July 28, 2026, Draft Voting Session Minutes

Board of Commissioners Voting
Session Draft Minutes
Tuesday, July 28, 2026 - 6:00 PM

I. Call to Order, Invocation, Pledge to Flag

The meeting was called to order by Chairman Pat Graham at 6:00 p.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Present
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Present
Tim Walker	District 5	Present
Deborah Lynn	District 6	Present
Srikanth Yamala	County Manager	Present
Also Present: County Attorney Mike Malcolm and County Clerk Abril Olivas.		

Commissioner Goodman led the invocation and pledge.

II. Approval of Agenda

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Tim Walker, District 5
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Walker, seconded by Shook. Voting results shown in the box above.

III. Remarks by Commissioners

IV. Approval of Minutes

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Rolando Alvarez, District 3
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Alvarez, seconded by Shook. Voting results shown in the box above.

a) July 14, 2026, Voting Session minutes
b) July 14, 2026, Executive Session minutes

V. Public Comment on Agenda Items

VI. New Business

a) Consideration to approve the purchase of one (1) new 2026 Ford Maverick for the E911 Department from Akins Ford of Winder, GA, in the amount of $33,425.00.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Joe Goodman, District 1
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Ward, seconded by Goodman. Motion with the voting results shown in the box above.

b) Consideration to approve the ratification of the Appalachian Regional Commission (ARC) grant application in the amount of $2,000,000.00 for the Northwest Transmission Main Improvements Project, with an estimated total project cost of $12,219,375.00.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Pat Graham, Chairman
SECONDER:	Deborah Lynn, District 6
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Graham, seconded by Lynn. Motion with the voting results shown in the box above.

c) Consideration to approve the purchase of one (1) new Takeuchi Excavator Model TB290CR for the Water Resources Department from Cowin Equipment Company, Inc. of Birmingham, AL, in the amount of $136,951.88.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Kenny Shook, District 2
SECONDER:	Deborah Lynn, District 6
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve. Motion made by Shook, seconded by Lynn. Motion with the voting results shown in the box above.

d) Consideration to approve the Professional Services Agreement for the University Parkway Center Sewer Rehabilitation Design and Construction Phase from Engineering Management, Inc. (EMI) of Lawrenceville, GA, in the amount of $188,000.00, and authorize the Chairman to execute the agreement.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Joe Goodman, District 1
SECONDER:	Alex Ward, District 4
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Goodman, seconded by Ward. Motion with the voting results shown in the box above.

e) Consideration to approve the RFB2026-18 Atlanta Highway at Jackson Trail Road & Bowman Mill Road Intersection Improvements Service Agreement from GTG Traffic Signals, LLC, of Marietta, GA, in the amount of $419,710.00, and authorize the Chairman to execute the agreement.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Joe Goodman, District 1
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Ward, seconded by Goodman. Motion with the voting results shown in the box above.

f) Consideration to approve the Preemption Interconnection Agreement and Facility Encroachment Agreement with CSX Transportation, Inc., of Jacksonville, FL, and authorize the Chairman to execute the agreements.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Rolando Alvarez, District 3
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Ward, seconded by Alvarez. Motion with the voting results shown in the box above.

g) Consideration to approve the Construction Agreement with CSX Transportation, Inc., of Jacksonville, FL, and the Reimbursable Expenses estimate of $116,581.00 and authorize the Chairman to execute the agreement and all associated documents.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Joe Goodman, District 1
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Goodman, seconded by Shook. Motion with the voting results shown in the box above.

h) Consideration to approve the purchase of one (1) new John Deere 333 P Compact Track Loader for the Stormwater Division from Dobbs Equipment, LLC, of Braselton, GA, in the amount of $111,410.31.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Joe Goodman, District 1
SECONDER:	Tim Walker, District 5
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Goodman, seconded by Walker. Motion with the voting results shown in the box above.

i) Consideration to approve the declaration of one (1) 2000 Ford F-150 as surplus and approve the purchase of one (1) new 2027 Ford F-150 for the Roads and Bridges Division from Akins Ford of Winder, GA, in the amount of $49,429.76.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Joe Goodman, District 1
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Ward, seconded by Goodman. Motion with the voting results shown in the box above.

j) Consideration to approve the Land Acquisition Services proposal for the SR 211 at Bowman Mill Road Intersection Improvement Project from LJA Engineering, Inc. of Winder, GA, in the amount of $34,000.00.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Joe Goodman, District 1
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve as presented. Motion made by Goodman, seconded by Shook. Motion with the voting results shown in the box above.

VII. Executive Session

VIII. Adjournment

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Pat Graham, Chairman
SECONDER:	Alex Ward, District 4
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker, Lynn

Motion to adjourn at 6:24 p.m. Motion made by Graham, seconded by Ward. Voting results shown in the box above.

These Minutes have not been approved by the Barrow County Board of Commissioners.

AGENDA ITEM NO. VI.a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**BOC2026-00063 (XX137 016, 017 & 017A) 0 & 2630 Glenn Jackson Rd; Virginia Sturdivant / Applicant; Virginia & Robert Sturdivant / Owners.** Request to rezone parcel XX137 016 a 1 Acre tract from R-1 (Low Density Single Family Residential) to AG (Agriculture). Request to rezone 2 acres of parcel XX137 017 & 017A from AG to R-1 for lot reconfiguration.

Commission District:
District 1: Joe Goodman

Existing Land Use:
XX137 016 - R-1(LOW-DENSITY SINGLE-FAMILY RESIDENTIAL), XX137 017, 017A - AG (AGRICULTURE

Existing Zoning:
XX137 016 - R-1(LOW-DENSITY SINGLE-FAMILY RESIDENTIAL), XX137 017, 017A - AG (AGRICULTURE)

Future Land Use Map Category:
RURAL RESERVE

Summary:

The applicant is requesting to rezone Parcel XX137 016, a ±1-acre tract, from R-1 (Low Density Single Family Residential) to AG (Agriculture), to be combined with XX137 017 and rezone ±2 acres of Parcels XX137 017 and XX137 017A from AG (Agriculture) to R-1 (Low Density Single Family Residential) to facilitate a boundary line adjustment and lot reconfiguration.

The proposed boundary line adjustment involves Parcels XX137 016, XX137 017, and XX137 017A. Parcel XX137 016, which is currently zoned R-1 and vacant, will be combined with the remaining ±16.2 acres of Parcel XX137 017 to create a larger AG tract. Approximately one acre from Parcel

XX137 017 will be combined to Parcel XX137 017A, which contains an existing single-family residence, to establish a conforming R-1 residential parcel following the boundary adjustment.

ATTACHMENTS:

Planning Commission Recommendation
Staff Recommendations
Site Plan
Letter of Intent
Proffered Conditions
Future Land Use Map
Zoning Map
Aerial Map
Staff Analysis & Agency Comments
Summary
Application

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 16, 2026**

BOC2026-00063 (XX137 016, 017 & 017A) 0 & 2630 Glenn Jackson Rd; Virginia Sturdivant / Applicant; Virginia & Robert Sturdivant / Owners; Request to rezone parcel XX137 016 a 1 Acre tract from R-1 (Low Density Single Family Residential) to AG (Agriculture). Request to rezone 2 acres of parcel XX137 017 & 017A from AG to R-1 for lot reconfiguration.

Motion to recommend APPROVAL of the request to rezone Parcel XX137 016 from R-1 (Low Density Single Family Residential) to AG (Agriculture), to be combined with XX137 017 and to rezone approximately 2 acres of Parcels XX137 017 and XX137 017A from AG (Agriculture) to R-1 (Low Density Single Family Residential) for the purpose of a boundary line adjustment and lot reconfiguration with staff recommendations.

Motion made by District 3; Robert Lanham

Motion seconded by District 5; Tommy Slappey

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON AUGUST 11, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to rezone Parcel XX137 016 from R-1 (Low Density Single Family Residential) to AG (Agriculture), to be combined with XX137 017 and to rezone approximately 2 acres of Parcels XX137 017 and XX137 017A from AG (Agriculture) to R-1 (Low Density Single Family Residential) for the purpose of a boundary line adjustment and lot reconfiguration.

Such approvals shall be accompanied by the following condition:

1. A plat reflecting the newly created boundary line adjustment shall be recorded.

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

BOC2026-00063 (XX137 016, 017 & 017A) 0 & 2630 Glenn Jackson Rd; Virginia Sturdivant / Applicant; Virginia & Robert Sturdivant / Owners; Request to rezone parcel XX137 016 a 1 Acre tract from R-1 (Low Density Single Family Residential) to AG (Agriculture). Request to rezone 2 acres of parcel XX137 017 & 017A from AG to R-1 for lot reconfiguration.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to rezone Parcel XX137 016 from R-1 (Low Density Single Family Residential) to AG (Agriculture), to be combined with XX137 017 and to rezone approximately 2 acres of Parcels XX137 017 and XX137 017A from AG (Agriculture) to R-1 (Low Density Single Family Residential) for the purpose of a boundary line adjustment and lot reconfiguration.

Such approvals shall be accompanied by the following condition:

1. A plat reflecting the newly created boundary line adjustment shall be recorded.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

FLOOD STATEMENT:

THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOODPLAIN AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAPS IN THE BARROW COUNTY UNINCOPORATED AREAS.

13013C0175D — FLOOD INSURANCE RATE MAP #
12/1/2022 — EFFECTIVE DATE:

OWNER CERTIFICATION

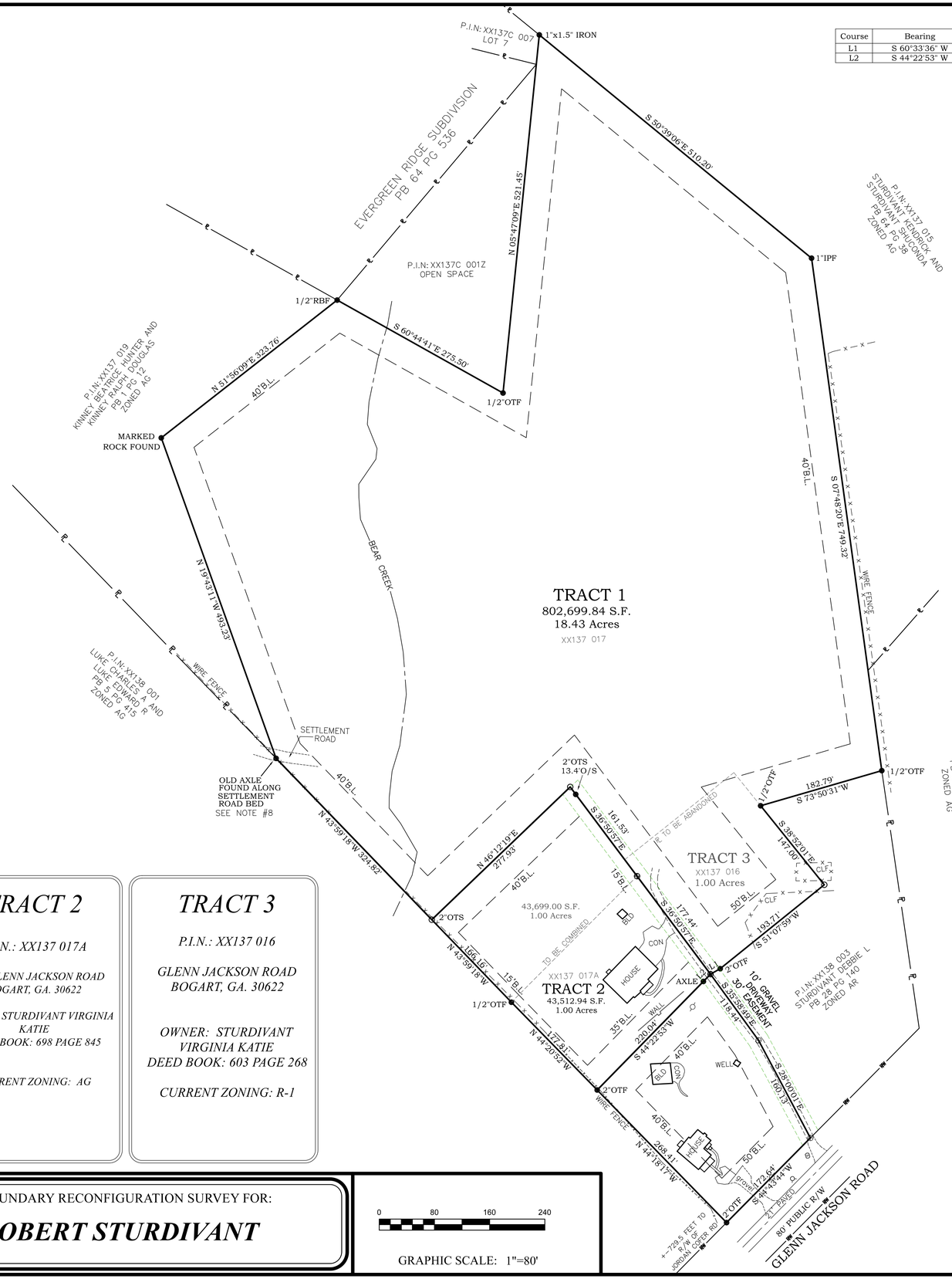
State of Georgia, County of Barrow
The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that all state, city, and county taxes or other assessments now due on this land have been paid in full.

Robert Sturdivant — 4/16/2026
Owner — Date

Virginia Sturdivant — 4/16/2026
Owner — Date

BARROW COUNTY PLANNING AND ZONING CERTIFICATION

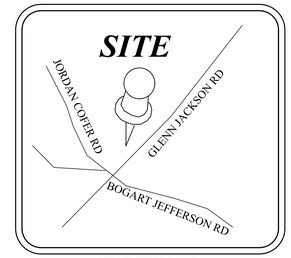
This final plat has been reviewed by Development Services staff for compliance with the requirements of the Barrow County Development Regulations and Zoning Ordinance and is hereby approved by the Director or his/her designee.



Course	Bearing	Distance
L1	S 60°33'36" W	16.16'
L2	S 44°22'53" W	14.74'

LEGEND

IPS=IRON PIN SET
RBF=REBAR FOUND
OTF=OPEN TOP PIPE FOUND
PIN=PARCEL ID NUMBER
N/F=NOW OR FORMERLY
P/L=PROPERTY LINE
R/W=RIGHT-OF-WAY
DB=DEED BOOK
PB=PLAT BOOK
PG=PAGE
B.L. = BUILDING LINE
CON = CONCRETE
DW = DRIVEWAY
=POWER POLE
=WATER METER
= FIRE HYDRANT
=IRON PIN SET
=IRON PIN FOUND
--X--=FENCE LINE



VICINITY MAP
(NOT TO SCALE)

N
GRID NORTH
(NAD83)

GA STATE PLANE
WEST ZONE

ZONING SETBACKS:

AR - AGRICULTURAL RESIDENTIAL:
FRONT: 50'
SIDE: 40'
REAR: 40'

AG - AGRICULTURAL
FRONT: 50'
SIDE: 40'
REAR: 40'

R-1 - RESIDENTIAL
FRONT: 35'
SIDE: 15'
REAR: 40'

SURVEYOR'S CERTIFICATION

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.

4/16/2026
ANTHONY GARMON — DATE
GA R.L.S.# 3230

GEORGIA REGISTERED No. 3230 PROFESSIONAL LAND SURVEYOR ANTHONY P GARMON

TRACT 1

P.I.N.: XX137 017
GLENN JACKSON ROAD
BOGART, GA. 30622

OWNER: STURDIVANT ROBERT JR

DEED BOOK: N/A
PLAT BOOK 3 PAGE 317

CURRENT ZONING: AG

TRACT 2

P.I.N.: XX137 017A

2630 GLENN JACKSON ROAD
BOGART, GA. 30622

OWNER: STURDIVANT VIRGINIA KATIE
DEED BOOK: 698 PAGE 845

CURRENT ZONING: AG

TRACT 3

P.I.N.: XX137 016

GLENN JACKSON ROAD
BOGART, GA. 30622

OWNER: STURDIVANT VIRGINIA KATIE
DEED BOOK: 603 PAGE 268

CURRENT ZONING: R-1

SURVEY NOTES

1. ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
2. BEARINGS SHOWN HEREON ARE BASED ON GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) OBSERVATIONS UTILIZING THE TOPNET RTK NETWORK AND ARE REFERENCED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM (GSPCS), WEST ZONE, NAD83 (2011). BOUNDARY LINES WERE RETRACED USING FIELD MEASUREMENTS BETWEEN FOUND MONUMENTATION AND RECORD BOUNDARY INFORMATION.
3. THE MAJORITY OF THE DATA SHOWN HEREON WAS OBTAINED USING GNSS OBSERVATIONS UTILIZING THE TOPNET RTK NETWORK. BOUNDARY CORNERS WERE ESTABLISHED BY DIRECT GNSS MEASUREMENTS AND VERIFIED BY FIELD CHECKS BETWEEN FOUND MONUMENTATION. THE RELATIVE POSITIONAL ACCURACY OF THE CORNERS SHOWN HEREON IS ±0.019 FEET HORIZONTALLY AND ±0.03 FEET VERTICALLY AT THE 95% CONFIDENCE LEVEL. LIMITED SUPPLEMENTAL DATA WAS OBTAINED BY AN OPEN TRAVERSE UTILIZING NO MORE THAN TWO SETUP POINTS.
4. EQUIPMENT USED IN THIS SURVEY INCLUDED A CARLSON MESA 2 DATA COLLECTOR, A LEICA TS06 TOTAL STATION, AND A CARLSON VIKING DUAL-FREQUENCY GNSS RTK RECEIVER.
5. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS RELATIVE POSITIONAL ACCURACY OF +-0.03 FEET.
6. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 267,385 FEET.
7. FIELD WORK COMPLETED ON APRIL/16/2026.
8. SETTLEMENT ROAD IS SHOWN GOING THROUGH THE PROPERTY CORNER ON PLAT BOOK 1, PAGE 12, DATED SEPTEMBER 29, 1916, BARROW COUNTY RECORDS.

GARMON
LAND SURVEYING
1920 Railroad Street Statham Ga 30666
[redacted]
GA L.S.F. 1099

COUNTY: BARROW	CITY:	
LL:	DISTRICT:	G.M.D: 1742
JOB NO. 2026-37	DRAWN BY: TG	
PLAT DATE: 4/16/2026	REVISED: 5/18/2026	
DRAWING NAME: 2620 GLENN JACKSON ROAD		

BOUNDARY RECONFIGURATION SURVEY FOR:

ROBERT STURDIVANT

0 80 160 240

GRAPHIC SCALE: 1"=80'

LETTER OF INTENT

Re: Rezoning Request – Parcels XX137 017,
XX137 017A & XX137 016

2630 Glenn Jackson Road
Bogart, Ga 30622

To Whom It May Concern:

This Letter of Intent is submitted in support of a rezoning application for Parcels XX137 016, XX137 017 & XX137 017A, located at 2630 Glenn Jackson Road, Bogart, Georgia 30622, within Barrow County.

The proposed boundary line adjustment involves three parcels:

Parcel XX137 016, Parcel XX137 017, and Parcel XX137 017A. As part of the proposed adjustment, Parcel XX137 016 is requested to be rezoned from R-1 to AG in order to combine it with Parcel XX137 017. Additionally, Parcel XX137 017A is requested to be rezoned to R-1 so that the parcel will conform with applicable zoning requirements following the boundary adjustment. The proposed boundary line adjustment will include transferring approximately one (1) acre from Parcel XX137 017 to Parcel XX137 017A to create compliant parcel configurations consistent with county zoning regulations.

No commercial or high-density development is proposed as part of this request. The intended use of the combined property will remain residential in nature and consistent with the character of the surrounding area.

The applicant believes this rezoning request is reasonable and appropriate, as it supports orderly land development, improves parcel configuration, and is compatible with nearby properties and existing land use patterns in the area.

We respectfully request approval of this rezoning application by Barrow County.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Virginia Sturdivant

Barrow
COUNTY GEORGIA

Planning & Community Development
30 N. Broad St. Winder, GA 30680
(770) 307-3021
www.barrowga.org

PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

No Conditions

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

Applicant's Signature: Virginia Sturdivant Virginia Sturdivant

Applicant's Name: Virginia Sturdivant Date: 4/21/26

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 21st DAY OF April, 2026.

Katerin A. Argueta
NOTARY PUBLIC

My Commission Expires: 10/02/2026

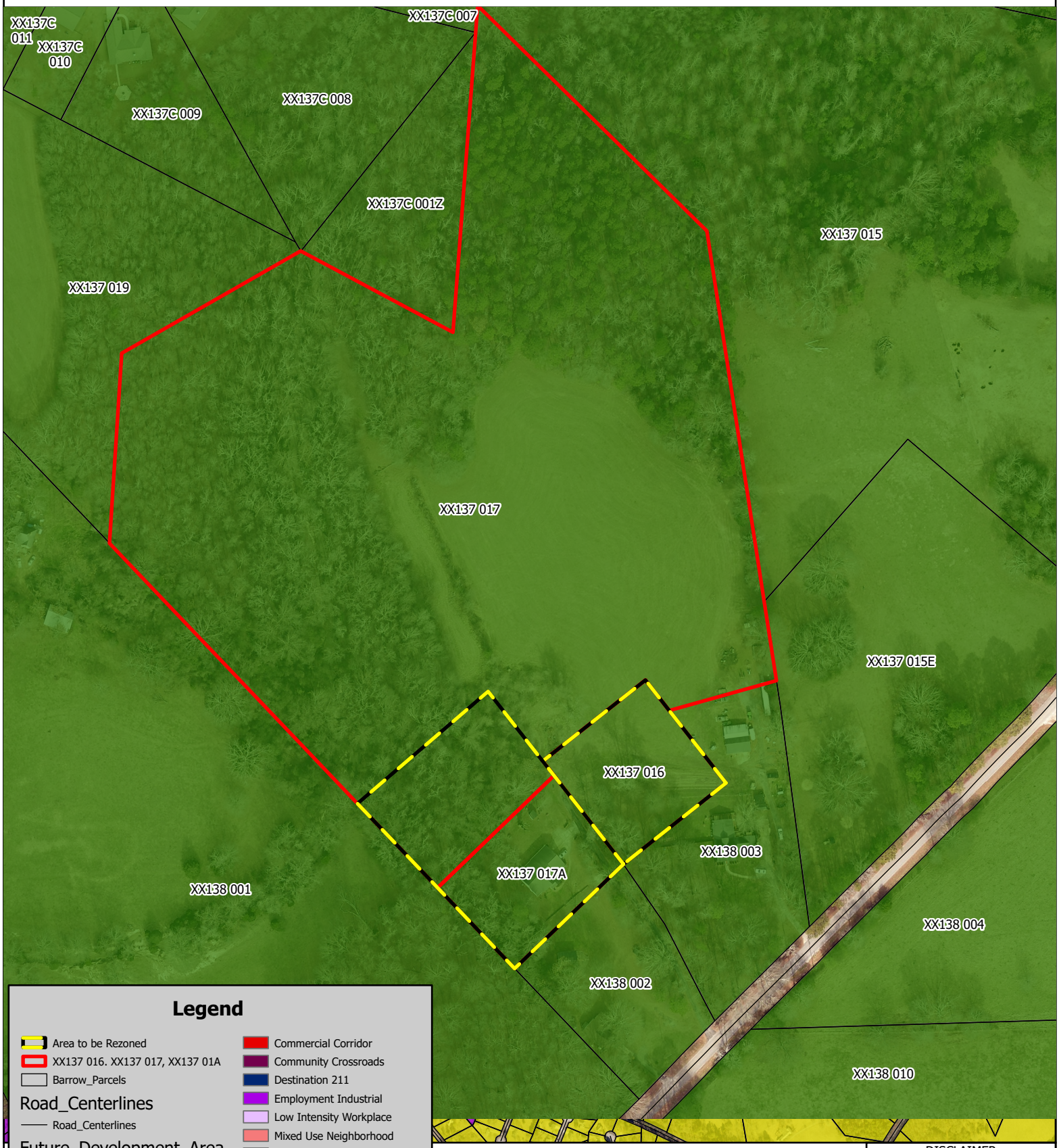
KATERIN A. ARGUETA
MY COMMISSION EXPIRES
NOTARY PUBLIC
10/02/2027
BARROW COUNTY, GEORGIA

Future Land Use Map

6/9/2026

BOC 2026-00063

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX137 016. XX137 017, XX137 01A
- Barrow_Parcels

Road_Centerlines

- Road_Centerlines

Future_Development_Area

- 316 Innovation
- City of Auburn
- City of Statham
- City of Winder
- Commercial Corridor
- Community Crossroads
- Destination 211
- Employment Industrial
- Low Intensity Workplace
- Mixed Use Neighborhood
- Rural Reserve
- Rural Residential
- Suburban Residential
- Town of Braselton
- Traditional Residential

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Feet

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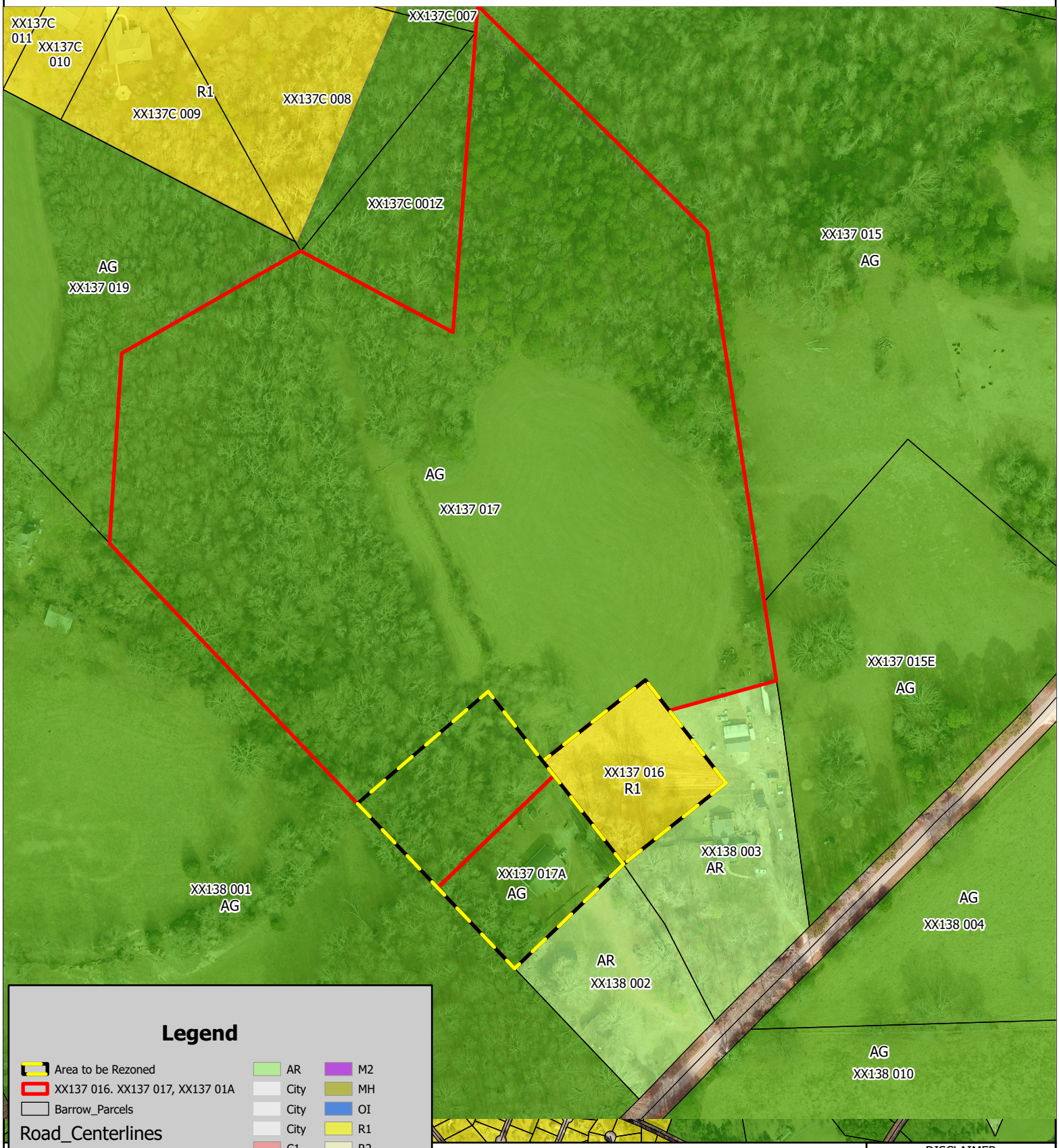
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Zoning Map
6/9/2026

BOC 2026-00063

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX137 016. XX137 017, XX137 01A
- Barrow_Parcels

Road_Centerlines

- Road_Centerlines

Zoning_Districts

- AC
- AG
- AR
- City
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- City
- C1
- C2
- C3
- City
- M1
- M2
- MH
- OI
- R1
- R2
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- City
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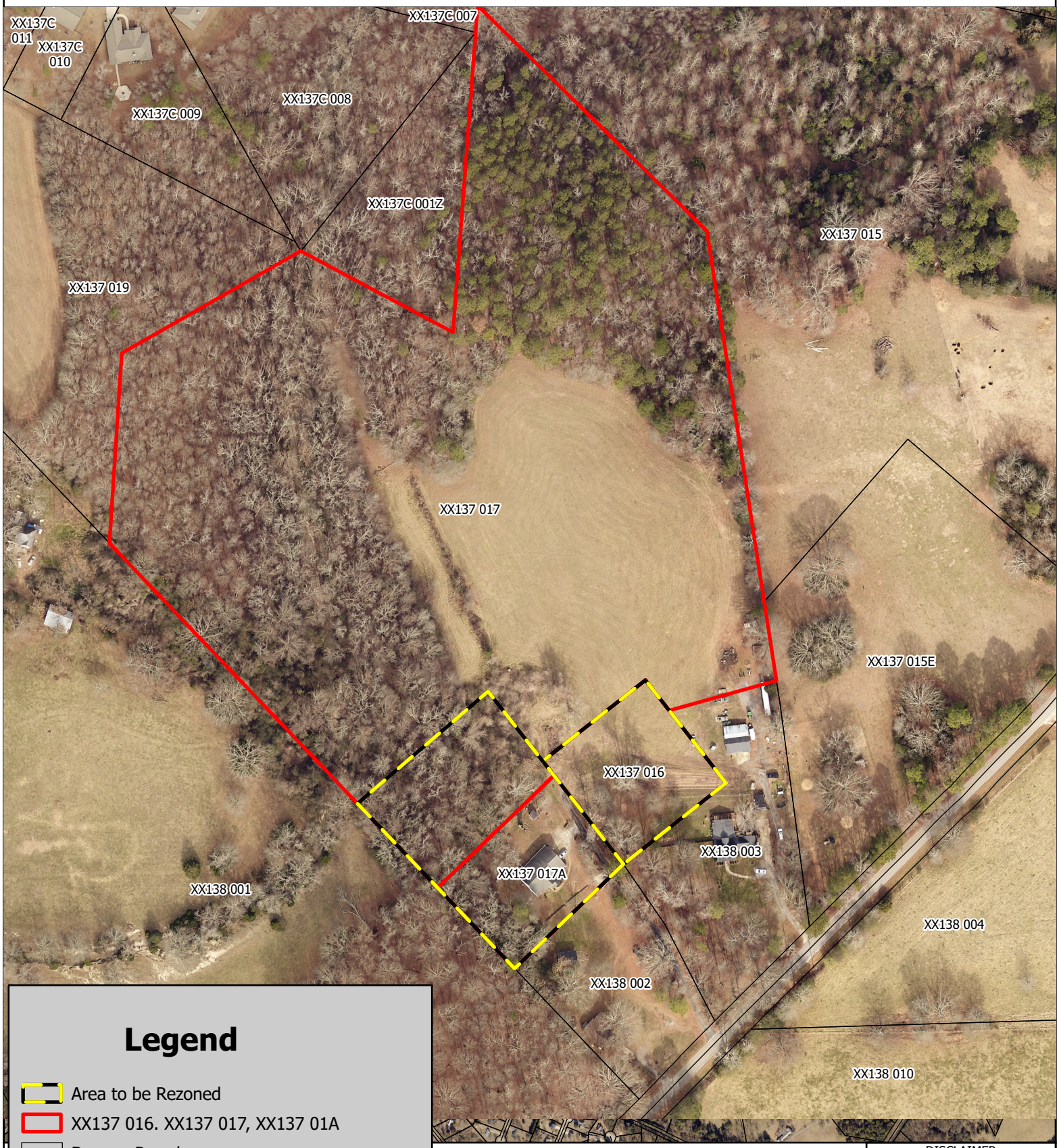
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Aerial Map
6/9/2026

BOC 2026-00063

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

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Road_Centerlines

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Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

BOC2026-00063 (XX137 016, 017 & 017A) 0 & 2630 Glenn Jackson Rd; Virginia Sturdivant / Applicant; Virginia & Robert Sturdivant / Owners; Request to rezone parcel XX137 016 a 1 Acre tract from R-1 (Low Density Single Family Residential) to AG (Agriculture). Request to rezone 2 acres of parcel XX137 017 & 017A from AG to R-1 for lot reconfiguration.

DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 06/10/2026

GDOT –
No Comments Received as of 6/10/2026

Transportation –
No comments

Fire – Reviewed by Capt. Brent Driscoll
No Comments

Board of Education –
No Comments Received as of 6/10/2026

STAFF ANALYSIS

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

Yes. The proposed rezoning would establish zoning districts consistent with the intended use of the properties. The AG zoning district supports agricultural and low-density residential uses, while the R-1 zoning district accommodates single-family residential development.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

Yes. The surrounding area consists primarily of agricultural and low-density residential uses. The proposed rezoning maintains the existing character of the area.

3. **Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?**

Yes. The request is limited to a boundary line adjustment and lot reconfiguration. No additional lots or increased residential density are proposed.

4. **Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?**

Yes. The subject properties are located within the Rural Reserve Future Land Use category, which supports agricultural uses and low-density residential development.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

The request is intended to eliminate split zoning conditions and establish zoning classifications that correspond with the proposed parcel configurations.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

No. The request will not create additional residential lots or increase the demand for public facilities and services.

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?**

The request is not the result of changing conditions but is intended to improve parcel configuration and establish zoning consistency among the affected properties.

8. **Does the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

Yes. The request promotes orderly land development while maintaining compatibility with surrounding properties and existing land use patterns.

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PLANNING STUDY

BOC2026-00063 (XX137 016, 017 & 017A) 0 & 2630 Glenn Jackson Rd; Virginia Sturdivant / Applicant; Virginia & Robert Sturdivant / Owners; Request to rezone parcel XX137 016 a 1 Acre tract from R-1 (Low Density Single Family Residential) to AG (Agriculture). Request to rezone 2 acres of parcel XX137 017 & 017A from AG to R-1 for lot reconfiguration.

SUMMARY

The applicant is requesting to rezone Parcel XX137 016, a ±1-acre tract, from R-1 (Low Density Single Family Residential) to AG (Agriculture), to be combined with XX137 017 and rezone ±2 acres of Parcels XX137 017 and XX137 017A from AG (Agriculture) to R-1 (Low Density Single Family Residential) to facilitate a boundary line adjustment and lot reconfiguration.

The proposed boundary line adjustment involves Parcels XX137 016, XX137 017, and XX137 017A. Parcel XX137 016, which is currently zoned R-1 and vacant, will be combined with the remaining ±16.2 acres of Parcel XX137 017 to create a larger AG tract. Approximately one acre from Parcel XX137 017 will be combined to Parcel XX137 017A, which contains an existing single-family residence, to establish a conforming R-1 residential parcel following the boundary adjustment.

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00063***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **Submitted - Online**

Apply Date: 04/21/2026

Expiration:

Location Address	Parcel Number
2630 GLENN JACKSON RD, BOGART, GA 30622	**XX137 017A**

Contacts

Virginia Sturdivant **Property Owner** [redacted]	Virginia Sturdivant **Applicant** [redacted]

Description: We need to rezone this parcel from AG to R-1 to move another R-1 parcel over and combine with this parcel.

Valuation:	**$0.00**
Total Sq Feet:	**0.00**

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees	
Amount Due:	

Condition Name	Description	Comments

Additional Information

Tax Parcel of Subject Property(s): XX137 017A
Street Address: 2630 GLENN JACKSON RD
Intent for the Subject Property: : Parcel XX137 017A is already 1 acre with an existing house. Parcel XX137 016, which is already R-1 is going to be moved to the rear of parcel XX137 017A and combined together into one parcel.
Is this Residential or Non-Residential?: Residential
Use Type: : Single Family
Is the Proposed Project Served by Sewer or Septic: Septic
Property Division Type: Not applicable
Is there a Master Plan Development?: No
Requested Zoning: R-1
Zoning: AG
Planning Application Types: Rezone - Individual Lot Split
Reason for changing conditions: Moving a R-1 parcel over behind this parcel and combining into one parcel

Issued By:

April 21, 2026
Date

AGENDA ITEM NO. VI.b

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**BOC2026-00065 (XX129B 036) 356 Simeon Rd; Roberto Rodriguez / Applicant; Madeline Adair / Owner.** Special Use request for a metal building larger than 500 square feet. Variance request to UDC Sec. 89-218 for size of an accessory use structure.

Commission District:
District 1: Joe Goodman

Existing Land Use:
SINGLE FAMILY HOME

Existing Zoning:
R-1 (LOW-DENSITY SINGLE-FAMILY RESIDENTIAL)

Future Land Use Map Category:
RURAL RESERVE

Summary:

The applicant is requesting a Special Use approval to UDC Sec. 89-218 to allow a metal accessory structure exceeding 500 square feet. The proposed structure is a 33' x 31' (±1,023 sq. ft.) detached accessory building located behind the existing single-family residence. The structure will be used for personal storage of vehicles, garden equipment, tools, and household items and is not intended for commercial use.

The applicant is also requesting a Variance to UDC Sec. 89-218 to allow the accessory structure to exceed 50% of the heated square footage of the principal building. The existing residence contains approximately 1,432 heated square feet, and the proposed accessory structure would exceed the maximum permitted accessory building size established by the Unified Development Code.

ATTACHMENTS:

Planning Commission Recommendation
Staff Recommendations
Site Plan
Letter of Intent
Elevations
Proffered Conditions
Zoning Map
Aerial Map
Future Land Use Map
Summary
Staff Analysis & Agency Comments
Application

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 16, 2026**

BOC2026-00065 (XX129B 036) 356 Simeon Rd; Roberto Rodriguez / Applicant; Madeline Adair / Owner; Special Use request for a metal building larger than 500 square feet. Variance request to UDC Sec. 89-218 for size of an accessory use structure.

Motion to recommend APPROVAL of the Special Use request to UDC Sec. 89-218 to allow an accessory structure with metal siding exceeding 500 sq ft with staff recommendations.

Motion to recommend DENIAL of the variance request to UDC Sec. 89-218 to allow an accessory structure exceeding 50% of the heated floor area of the principal dwelling.

Motion made by District 5; Tommy Slappey

Motion seconded by District 2; Hill Colvin

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON AUGUST 11, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the Special Use request to UDC Sec. 89-218 to allow an accessory structure with metal siding exceeding 500 sq ft

Such approval shall be accompanied by the following conditions:

1. The exterior siding shall consist of architectural-grade metal panels with concealed or color-matched fasteners.
2. The exterior of the accessory structure shall be consistent with that of the primary residence.
3. The accessory structure shall be used for personal use only as a storage building, with no business to be operated out of the structure.
4. The accessory structure shall not be utilized as a residential structure.
5. The accessory structure shall not be greater than 716 sq. ft.
6. Screening or landscaping shall be installed along visible elevations where practicable.

Staff recommends **DENIAL** of the variance request to UDC Sec. 89-218 to allow an accessory structure exceeding 50% of the heated floor area of the principal dwelling.

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PLANNING STUDY

BOC2026-00065 (XX129B 036) 356 Simeon Rd; Roberto Rodriguez / Applicant; Madeline Adair / Owner; Special Use request for a metal building larger than 500 square feet. Variance request to UDC Sec. 89-218 for size of an accessory use structure.

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5. The accessory structure shall not be greater than 716 sq. ft.
6. Screening or landscaping shall be installed along visible elevations where practicable.

Staff recommends **DENIAL** of the variance request to UDC Sec. 89-218 to allow an accessory structure exceeding 50% of the heated floor area of the principal dwelling.

CURB
68'-9"
18'
91'-6"
GARAGE
28'-7"
31'-7"
356 SIMEON RD
49'-6"
GARDEN
HUNTSMANS
TIMBER
6'-6"X31'
FLAT
SLAB
21'X 31'
33'
6'-6"X 31'
FLAT
31'
43'
PROP. LINE
CURB

5-12-2026

To: Barrow County Board of Planning
Ref: BOC 2026-00065

Sirs,

Mrs Adair and myself intend to build on this property a metal storage building of 20x30 w/lean-to on both sides. The sole purpose is for storage of our combined household, vehicles, garden tools & equipment, as well as items belonging to our children.

Robert Rodriguez 6-12-26
Robert Rodriguez

Madeline Adair 6-12-26
Madeline Adair

Alan's FACTORY OUTLET

Your Custom Metal Building Design

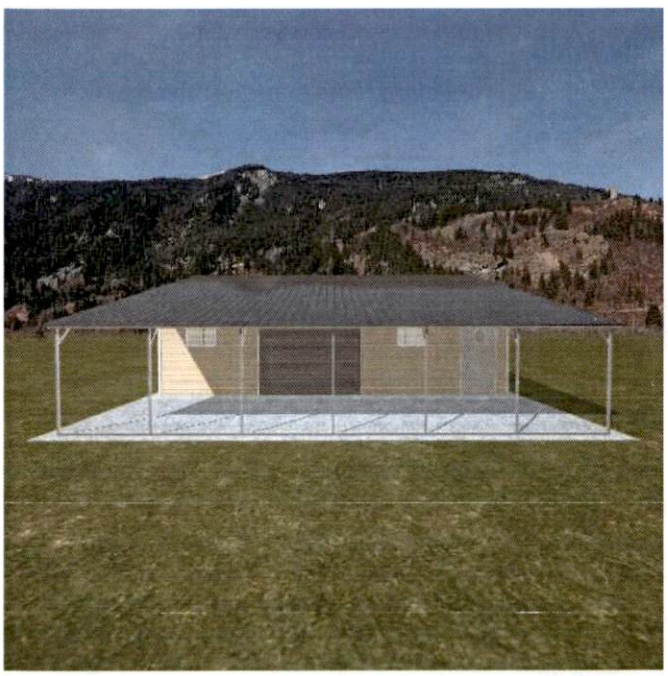
alansfactoryoutlet.com | 1-800-488-6903

Edit or Buy Your Design: alansfactoryoutlet.com/design/MY6jZFlj

Delivery Zip Code: 30666



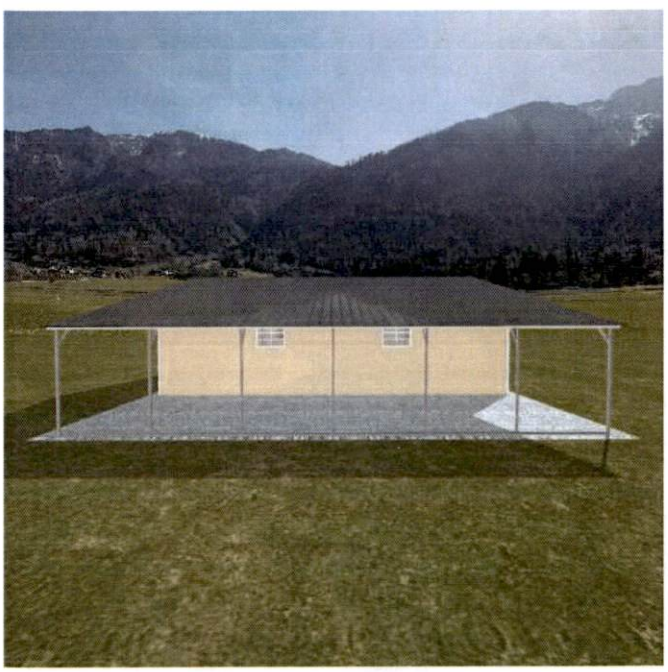
Front



Right



Back



Left

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(770) 307-3021
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PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

N/N

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

N/A

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

Applicant's Signature: _____

Applicant's Name: Roberto Rodriguez Date: 5-7-2026

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 7 DAY OF May, 2026.

_____
NOTARY PUBLIC

My Commission Expires: 1/28/28

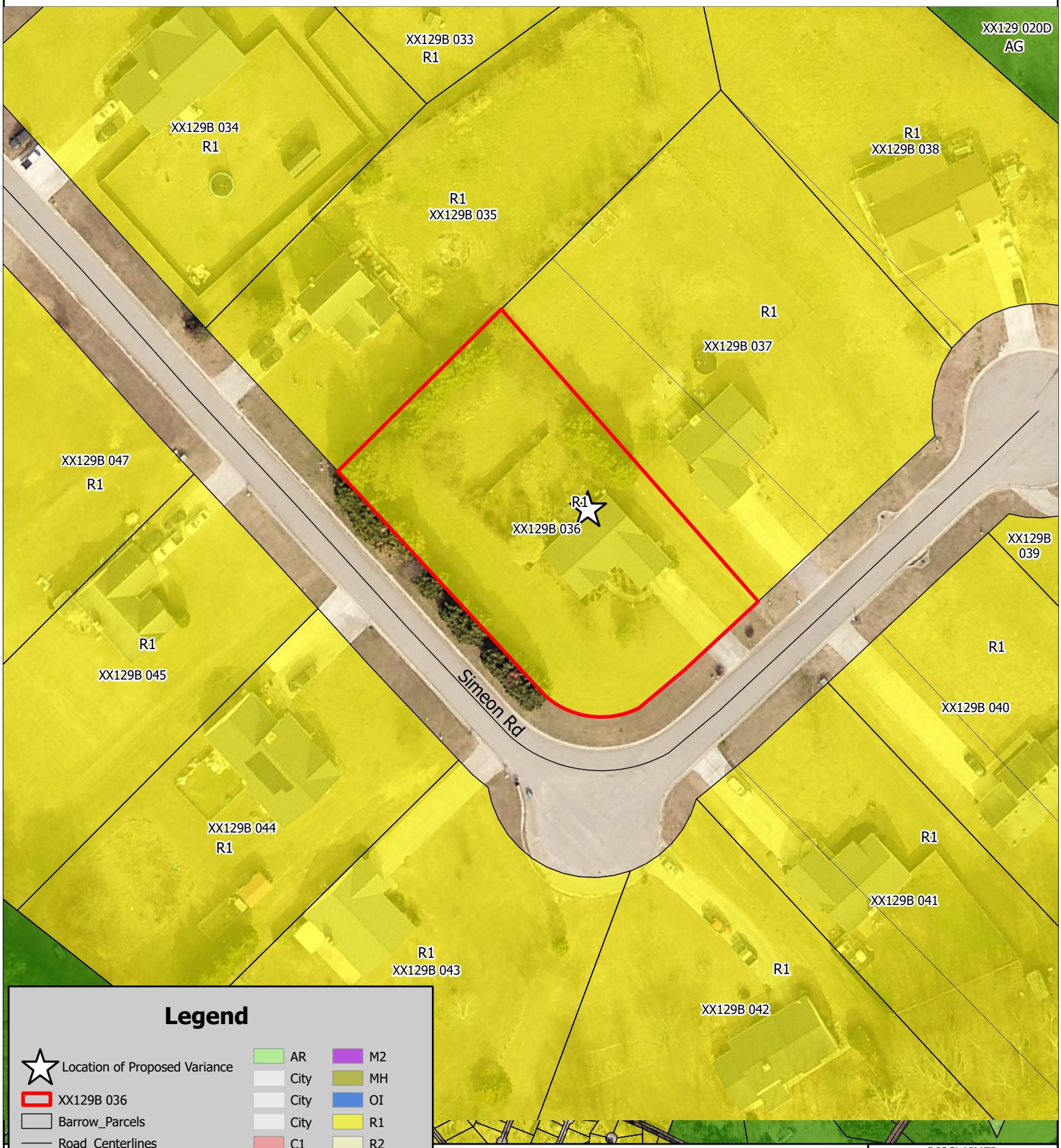
JENNIFER LOPEZ NOTARY PUBLIC BARROW COUNTY GEORGIA EXPIRES JANUARY 28, 2028

Zoning Map

6/9/2026

BOC 2026-00065

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- XX129B 036
- Barrow_Parcels
- Road_Centerlines

Zoning_Districts

- AC
- AG
- AR
- City
- City
- City
- C1
- C2
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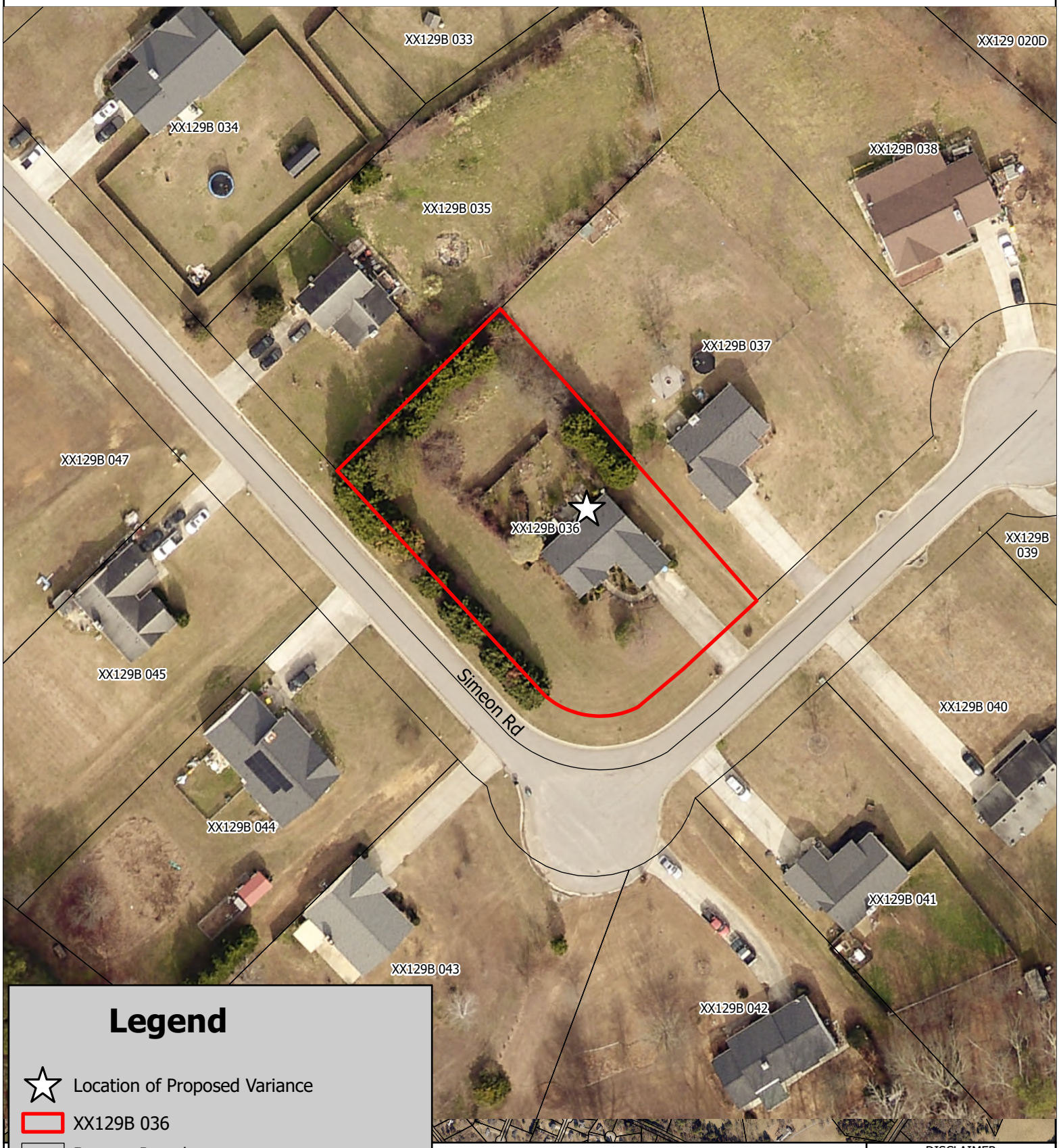
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Aerial Map

6/9/2026

BOC 2026-00065

Barrow COUNTY GEORGIA
Planning and Community Development



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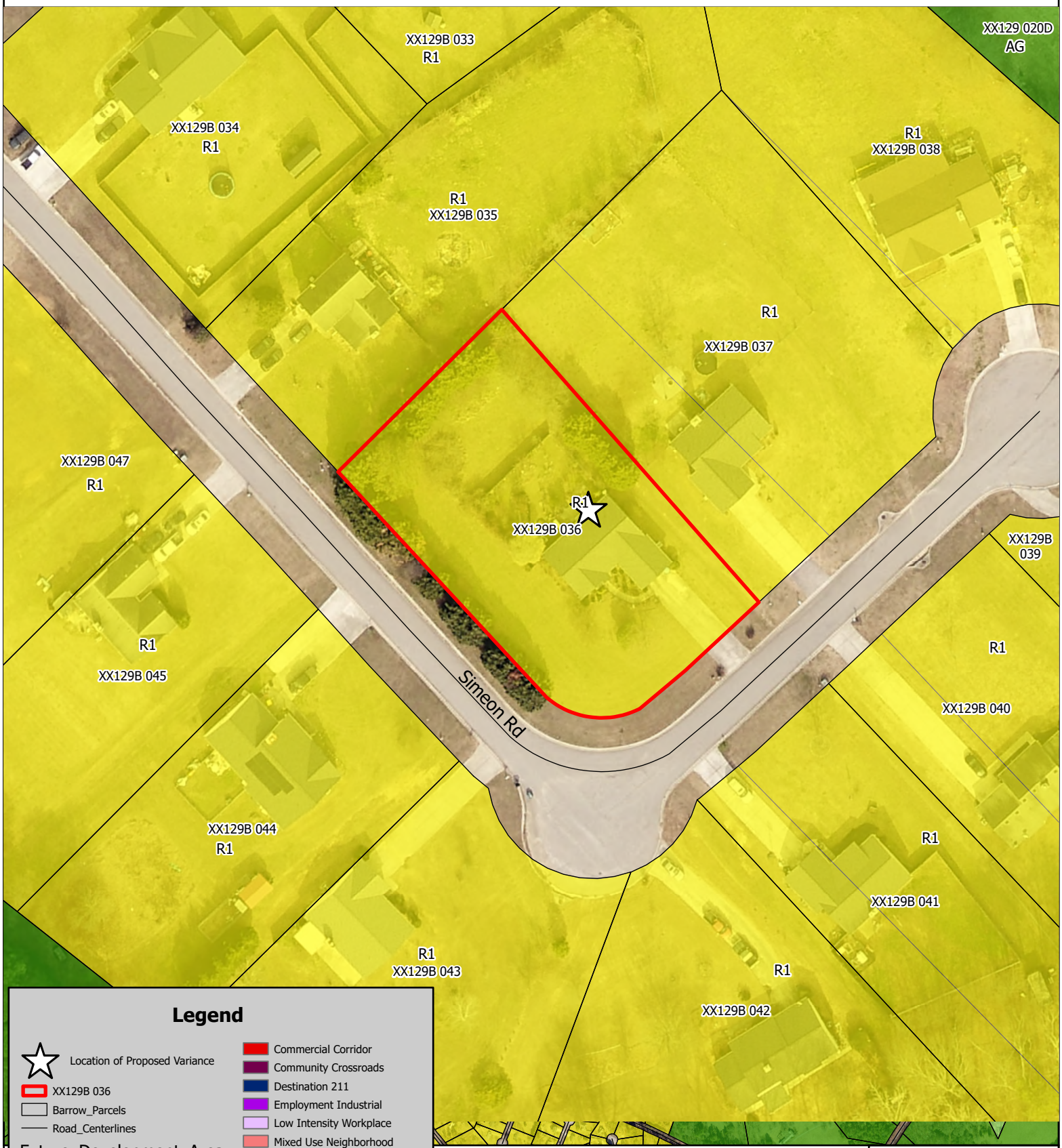
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Future Land Use Map

6/9/2026

BOC 2026-00065

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

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Future_Development_Area

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- City of Winder
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PLANNING STUDY

BOC2026-00065 (XX129B 036) 356 Simeon Rd; Roberto Rodriguez / Applicant; Madeline Adair / Owner; Special Use request for a metal building larger than 500 square feet. Variance request to UDC Sec. 89-218 for size of an accessory use structure.

SUMMARY

The applicant is requesting a Special Use approval to UDC Sec. 89-218 to allow a metal accessory structure exceeding 500 square feet. The proposed structure is a 33' x 31' (±1,023 sq. ft.) detached accessory building located behind the existing single-family residence. The structure will be used for personal storage of vehicles, garden equipment, tools, and household items and is not intended for commercial use.

The applicant is also requesting a Variance to UDC Sec. 89-218 to allow the accessory structure to exceed 50% of the heated square footage of the principal building. The existing residence contains approximately 1,432 heated square feet, and the proposed accessory structure would exceed the maximum permitted accessory building size established by the Unified Development Code.

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PLANNING STUDY

BOC2026-00065 (XX129B 036) 356 Simeon Rd; Roberto Rodriguez / Applicant; Madeline Adair / Owner; Special Use request for a metal building larger than 500 square feet. Variance request to UDC Sec. 89-218 for size of an accessory use structure.

DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 06/10/2026

GDOT –
No Comments Received as of 6/10/2026
Transportation –
No Comments
Environmental Health – Reviewed
Environmental Health issued approval on **May 7, 2026,** for the proposed 30’ × 30’ structure with the following conditions:

- No plumbing is permitted within the structure.
- The owner must ensure the structure does not interfere with the existing septic tank or repair area.
- Approval is not a guarantee of system performance; no site visit was performed to verify system functionality.
- Septic tank should be pumped every five years for proper maintenance.

Fire – Reviewed by Capt. Brent Driscoll
No Comments Received as of 6/10/2026

Board of Education –
No Comments Received as of 6/10/2026

SPECIAL USE STAFF ANALYSIS

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

Yes. R-1 allows accessory residential structures subject to compliance with architectural and placement standards. Metal siding over 500 sq ft requires Special Use approval.

2. **Is the proposed special use compatible with the goals, objectives, purpose, and intent of the comprehensive plan?**

Yes. The Rural Reserve category supports low-density residential uses with accessory structures that are compatible in design and scale.

3. **Will the proposed use impede the normal and orderly development of surrounding property for uses predominant in that area?**

Staff does not anticipate that the proposal will impede the development of surrounding properties. Adjacent parcels are utilized for low-density residential purposes.

4. **Is the location and the character of the proposed use consistent with a desirable pattern of development for the locality in general?**

Yes, provided the accessory structure incorporates compatible architectural standards and is adequately screened from adjacent properties.

5. **Is or will the type of street providing access to the use adequate to serve the proposed special use?**

Yes. The street providing access to the use is adequate to serve the proposed special use.

6. **Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?**

Yes. Access to the proposed structure will utilize the existing driveway, and additional access points are proposed.

7. **Are or will public facilities such as schools, water or sewer utilities, and police or fire protection be adequate to serve this special use?**

Yes. The use does not intensify residential density or create additional demands on public facilities.

8. **Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare, or odor?**

The use is not anticipated to generate adverse service impacts. Screening may be provided to mitigate visibility.

9. **Will the hours and manner of operation of the special use have no adverse effects on other properties in the area?**

Yes. The use is residential in nature and not anticipated to create adverse operational impacts.

10. **Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?**

The proposed structure is appropriately located on the property and will maintain required setbacks; however, the proposed size exceeds the maximum accessory structure size permitted

by UDC Sec. 89-218. While the use itself is residential in nature, the scale of the structure is larger than what is typically permitted within the R-1 zoning district and requires variance approval.

VARIANCE STAFF ANALYSIS

1. **Will the variance cause substantial detriment to the public good?**

No, the variance is not expected to cause substantial detriment to the public good, however, granting the variance may encourage similar requests and erode neighborhood consistency.

2. **Will the variance be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity?**

The variance is not anticipated to be injurious to nearby properties or the environment.

3. **Will the variance diminish or impair property values within the surrounding neighborhood?**

The variance is not likely to diminish or impair property values, provided the structure is constructed with appropriate materials and maintained. The request does not change land use intensity or introduce commercial activity.

4. **Will the variance impair the purpose and intent of the Development Code?**

Yes. Approval would impair the intent of UDC Sec. 89-218(c)(2), which establishes a **quantitative size limit** to ensure accessory structures remain subordinate to principal buildings. No hardship has been demonstrated necessitating increased size.

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(770) 307-3021
www.barrowcountyplanning.org

Rezone / Special Use / Future Land Use Map Amendment / Change in Conditions Application

Owner Name: MADELINE ADAIR
Address: 356 Simeon Road
City/State/Zip: Statham, Ga 30666
Phone Number: [redacted]
Email: _____

Applicant Name: ROBERTO RODRIGUEZ
Address: 356 Simeon Road
City/State/Zip: Statham, GA 30666
Phone Number: [redacted]
Email: [redacted]

What title does the Applicant have? ☑ Owner's Agent ☐ Property Owner ☐ Contract Purchaser

Who will be the main point of contact for this application? ☑ Applicant ☐ Property Owner
☐ Other: _____

Location Address: 356 Simeon Road
Map & Parcel Number: _____
Briefly describe the request (including any variance requests, if applicable): Variance request due to Build foot print of 31'X33' over all.

What type of Zoning Actin are you applying for? (Please check all that apply)
☐ Rezone ☐ Future Land Use Map Amendment ☑ Special Use ☐ Change in Conditions

Existing Zoning District: _____ Proposed Zoning District: _____

Are you applying for a variance in conjunction with another Zoning Action? ☑ YES ☐ NO

Below is a list of required documentation to be submitted with this application.

Distribution of Campaign Contribution	Applicant/Owner Certification	Letter of Intent	Water or Sewer Availability Letter	Sewer Letter/Environmental Health Approval Letter (Septic Letter)
Legal Description (This can be found on your Warranty Deed or from your Surveyor)	Renderings and Elevations of Buildings	Boundary Survey (this may sometimes be the same as your site plan)	Copy of Record Plat (Clerk of Superior Court)	Site Plan

An initial staff review is performed after the submittal deadline. Once the initial staff review is complete, if applicable, you will receive an email notification requesting additional information.
If no additional information is required, you will receive an email notification that the application is accepted pending payment. At this time, you will be given instructions on payment options.

I have read and understand the requirements stated and certify all the information above is correct.

Signature

DINORA GUADALUPE ACEVEDO NOTARY PUBLIC BARROW COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 29, 2029

5-8-2026
Date

14 E Williams St
Winder, Ga 30680

AGENDA ITEM NO. VI.c

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**BOC2026-00066 (XX125 082) 290 Booth Rd; Jeffery Deloach / Applicant; JP Squared LLC / Owner.** Request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split.

Commission District:
District 1: Joe Goodman

Existing Land Use:
SINGLE FAMILY HOME

Existing Zoning:
AR (AGRICULTURE RESIDENTIAL)

Future Land Use Map Category:
RURAL RESERVE

Summary:

The applicant is requesting to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) to allow an individual lot split.

The proposed rezoning would allow the existing ±3.01 acre tract to be divided into two residential lots consisting of Tract 1 - ±1.50 acres and Tract 2 - ±1.51 acres. The existing residence will remain on Tract 1, while Tract 2 is proposed for future residential development.

The subject property is located within the Large Water Supply Watershed.

ATTACHMENTS:

Planning Commission Recommendation
Staff Recommendations
Exhibit A
Site Plan
Letter of Intent
Proffered Conditions
Zoning Map
Aerial Map
Future Land Use Map
Staff Analysis & Agency Comments
Summary
Application

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 16, 2026**

BOC2026-00066 (XX125 082) 290 Booth Rd; Jeffery Deloach / Applicant; JP Squared LLC / Owner; Request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split.

Motion to recommend APPROVAL of the request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split with staff recommendations.

Motion made by District 1; Joe Vann

Motion seconded by District 4; Jimmy Abdou

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON AUGUST 11, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split

Such approvals shall be accompanied by the following conditions:

1. All new residential structures constructed on the property shall have a minimum heated gross floor area of 2,000 square feet.
2. The exterior of the new proposed residential units constructed on the lots shall consist of brick, stone, stucco, or fiber-cement siding, or any combination thereof.
3. Sod and landscaping for the new proposed lot shall be installed and maintained in the disturbed areas of all front yards and 15’ of side yards on the property.
4. The development shall be limited to two (2) residential lots as shown on Exhibit A.
5. There shall be no further division of the properties.

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

BOC2026-00066 (XX125 082) 290 Booth Rd; Jeffery Deloach / Applicant; JP Squared LLC / Owner; Request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split.

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4. The development shall be limited to two (2) residential lots as shown on Exhibit A.
5. There shall be no further division of the properties.

EXHIBIT A

THIS BLOCK IS RESERVED FOR
THE CLERK OF SUPERIOR COURT

REFERENCES:

1. SURVEY FOR MITCHELL W. GRIZZLE AND SHELIA B. GRIZZLE BY BORDERS & ASSOC., DATED: 03/22/1990. (P.B. 34, PG. 98)
2. OUR PLAT FOR TRACY WHIDDON, DATED: 11/03/2010.
3. LEVEL 3 SOIL SURVEY BY SOLUM SOILS & WATER, DATED: 2/16/2026.

FLOOD NOTE:

NO FLOOD HAZARD ZONE EXISTS ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13013C0090D, DATED 12/01/2022.

A TOPCON GTS-2B TOTAL STATION was used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 22,500 feet and an angular error of 2" per angle point and was adjusted using the compass rule.

This survey has been calculated for closure and is found to be accurate within one foot in >113,000 feet.

SURVEYORS CERTIFICATION: (i)

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. 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.

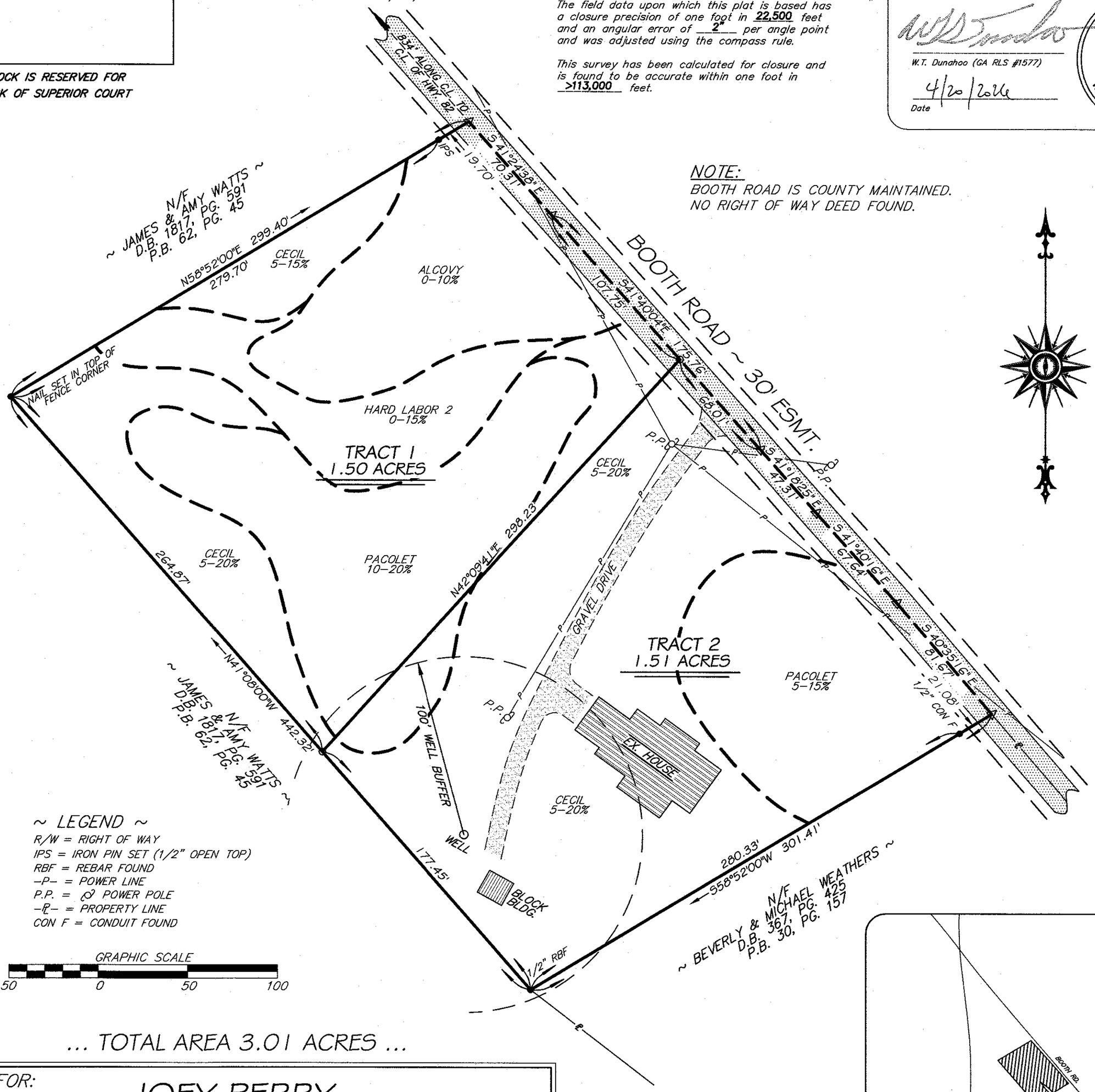
W.T. Dunahoo (GA RLS #1577)

4/20/2026
Date

GEORGIA REGISTERED No.1577 PROFESSIONAL SURVEYOR W. T. DUNAHOO

NOTE:

BOOTH ROAD IS COUNTY MAINTAINED.
NO RIGHT OF WAY DEED FOUND.

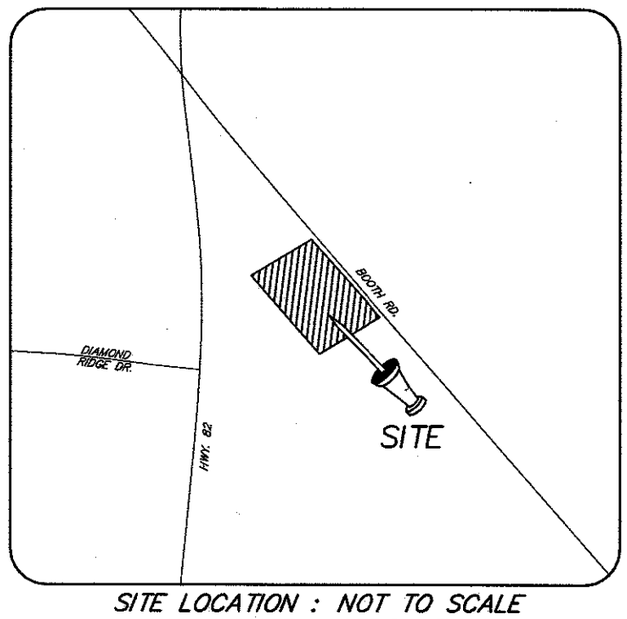


~ LEGEND ~

R/W = RIGHT OF WAY
IPS = IRON PIN SET (1/2" OPEN TOP)
RBF = REBAR FOUND
-P- = POWER LINE
P.P. = POWER POLE
-℄- = PROPERTY LINE
CON F = CONDUIT FOUND

GRAPHIC SCALE
50 0 50 100

... TOTAL AREA 3.01 ACRES ...



SITE LOCATION : NOT TO SCALE
REFERENCE : AERO ATLAS

SURVEY FOR: JOEY PERRY

CITY	GMD	COUNTY	SCALE	DATE
	1742	BARROW	1"=50'	03/31/2026

STATE OF GEORGIA

W.T. DUNAHOO & ASSOCIATES LLC

P.O. BOX 183
(770) 867-3911
302 W. MAY ST.
WINDER, GEORGIA

1938 S 2026

THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT

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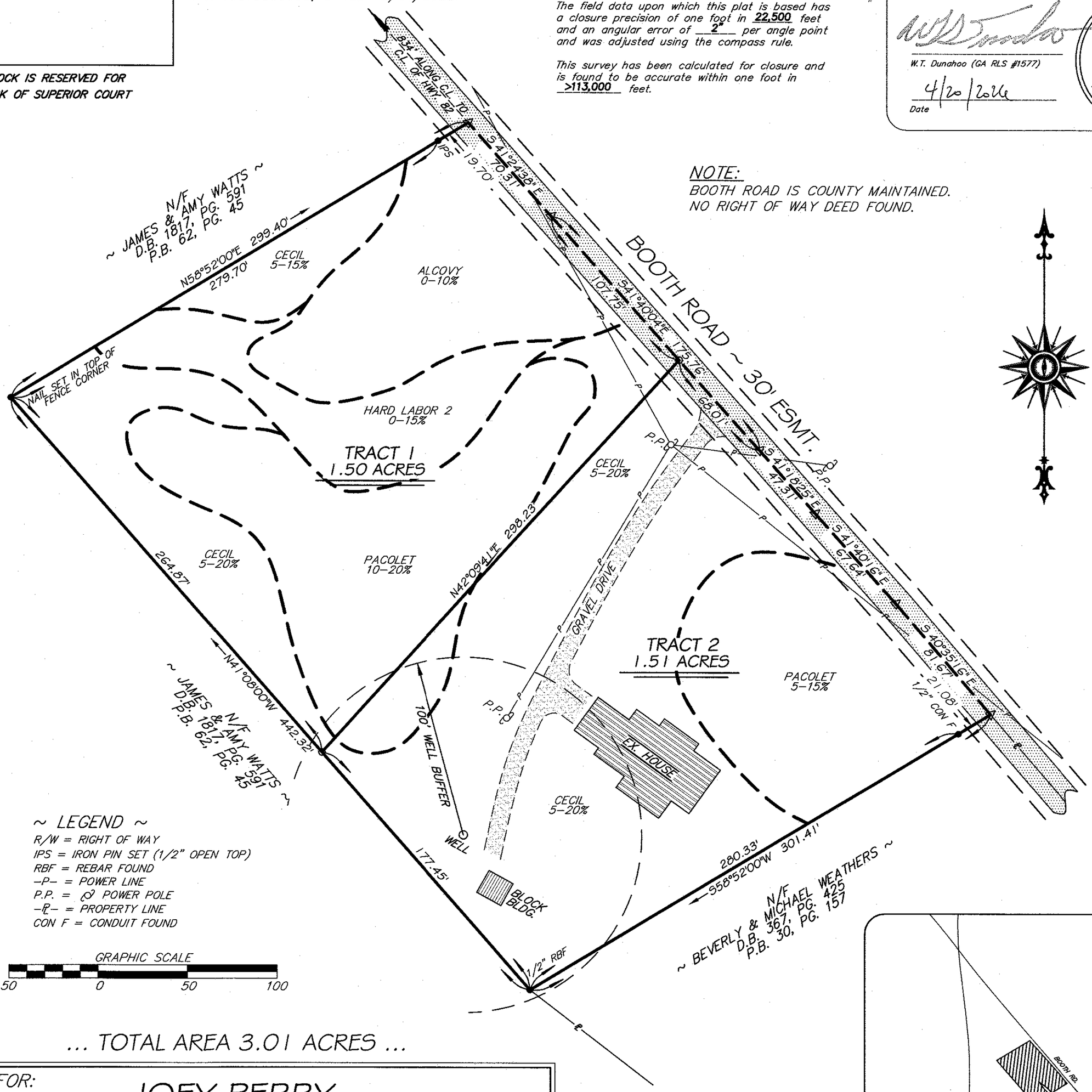
W.T. Dunahoo (GA RLS #1577)

4/20/2026
Date

GEORGIA REGISTERED No.1577 PROFESSIONAL SURVEYOR W. T. DUNAHOO

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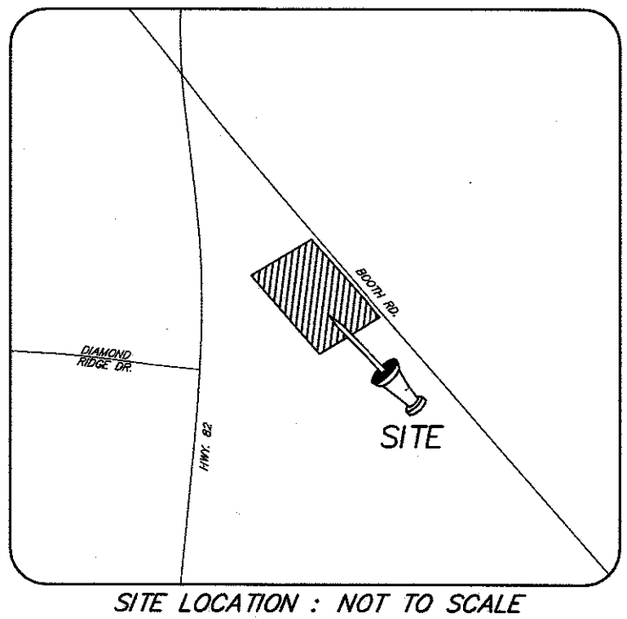


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GRAPHIC SCALE
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... TOTAL AREA 3.01 ACRES ...



SITE LOCATION : NOT TO SCALE
REFERENCE : AERO ATLAS

SURVEY FOR: JOEY PERRY

CITY	GMD	COUNTY	SCALE	DATE
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STATE OF GEORGIA

W.T. DUNAHOO & ASSOCIATES LLC

P.O. BOX 183
(770) 867-3911
302 W. MAY ST.
WINDER, GEORGIA

1938 S 2026

EHDH
Epps, Holloway, DeLoach & Hoipkemier, LLC

Kevin E. Epps
Kelly C. Holloway
Jeffrey W. DeLoach
Tyler M. Gaines
William S. Riley

Adam L. Hoipkemier, of counsel
David A. Quilliams, of counsel
Morris H. Wiltshire, Jr., of counsel

LETTER OF INTENT FOR REZONING

Applicant:	Jeffrey W. DeLoach, Attorney for JP Squared, LLC
Owner:	JP Squared, LLC
Location:	Currently known as 290 Booth Road
Description:	Rezoning from AR to R-1
Tax Parcel No:	XX125 082
Total Acreage:	Approximately 3.01 acres
Total Lots Proposed:	2
Density:	1 Unit per 1.5 acres
Date:	May 12, 2026

Summary of Requested Action:

This Letter of Intent is being submitted with the Application for Rezoning amendment for the 3.01-acre tract of land on Booth Road, with a current address of 290 Booth Road (the "Property"). This application seeks to rezone the Property from AR to R-1. There are no variances requested in connection with this Application.

Project Description

Applicant requests that the Property be rezoned to the R-1 zoning classification of the Unified Development Code of Barrow County (the "UDC"). The proposed development includes 2 lots of 1.50 and 1.51 acres within unincorporated Barrow County. There is an existing home that will remain on the Property and is serviced by a private well and a septic system. The other lot has access to public water supplied by Barrow County and will be using a private septic system on the lot. There is currently one entrance from Booth Rd. to the existing lot, and the proposed plat provides road frontage such that the newly created lot will also have an entrance from Booth Rd.

Existing Zoning and Proposed Zoning

The Property is currently zoned AR. The proposed rezoning to R-1 is compatible with the Rural Reserve character area of the Future Land Use Map and with adjacent zoning and development. Properties immediately surrounding the subject property are zoned AR or AG. A short distance to the west of the subject property is a subdivision on Hwy 82 with R-1 zoning. Additionally, across Booth Rd. to the east (from South to North) are lots that are 0.73 acres, 1.50 acres, 1.00 acres, and 2.00 acres. In this instance, the Owner is only seeking to create one additional residential lot that is 1.5 acres in size. The proposed zoning allows the 3.01-acre tract to be divided in a manner that is compatible with other development surrounding the Property. Importantly, the proposed rezoning complies with the standards set forth in Sec. 89-1315(e) of the UDC, as shown in the analysis attached as **Exhibit A**.

Reservation of Constitution Rights

As contemplated by Georgia law, this statement is intended to make Barrow County aware of the Applicant's Constitutional objections to Barrow County denying the requested application. This request for rezoning is proper given the nature of the property at issue, as well as adjacent zoning and development. Failure to grant the Application would deny the Applicant and property owner an economically viable use of the Property while not substantially advancing legitimate state interests.

We are hopeful that Barrow County will approve this Application, which will (1) allow the property owner to make productive use of the Property and (2) provide another quality R-1 lot for residential use in a location for which it is well-suited. As required by law, this notice is being provided to advise you that, if necessary, Applicant and property owner will enforce their legal rights and remedies available under law. Specifically, among other Constitutional violations, failure to grant this Application would result in a taking of real property without just and adequate compensation and would constitute a denial of equal protection and due process in violation of both the Georgia Constitution and the Constitution of the United States and would be contrary to the standards set out in *Guhl v. Holcomb Bridge Road Corp.*, 238 Ga. 322 (1977).

The Application submitted, along with the concept plan and accompanying documents, show that the criteria contained within the UDC have been met so that the rezoning should be

granted. Based upon all the foregoing, we sincerely request that you give favorable consideration to this Application and approve the requests as submitted.

Sincerely,

EPPS HOLLOWAY DELOACH & HOIPKEMIER, LLC

Jeffrey W. DeLoach

cc: JP Squared, LLC (via email)

EXHIBIT A

Analysis of Requirements of Section 89-1315(e)(1) of UDC

a. Is the proposed use consistent with the stated purpose of the zoning district that is being requested?

Yes, the proposed plat is appropriate and permissible for the R-1 Low Density Single Family Residential District that is being requested.

b. Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

Yes, there is a mix of zoning districts surrounding the Property, including AG, AR, and R-1. Based upon the development along Booth Road and the nearby Hwy 82, this Property is well-suited for R-1 zoning and is compatible with the Rural Reserve future land use map designation.

c. Will the proposed use not adversely affect the existing use or usability of adjacent or nearby property?

The proposed use will not adversely affect the existing use or usability of adjacent and nearby property. There is no adverse effect to the development of this Property under the R-1 Low Density Single Family Residential District, which merely creates another buildable residential lot of 1.5 acres in size.

d. Is the proposed use compatible with the goals, objectives, purpose and intent of the comprehensive plan?

Yes, the proposed rezoning to R-1 is compatible with the Rural Reserve character area of the Future Land Use Map.

e. Are there substantial reasons why the property cannot or should not be used as currently zoned?

This property is 3.01 acres and is located along Booth Road. It currently has one residential home on the property and is unlikely to ever be further developed with its current AR zoning designation.

f. Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

No, this development will not cause excessive impact to public facilities and services. Water service is available from Barrow County.

g. Is the proposed use supported by new or changing conditions not anticipated by the comprehensive plan or reflected in the existing zoning on the property or surrounding properties?

No, the proposed use is supported by the comprehensive plan and future land use map.

h. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes, the proposed R-1 Low Density Single Family Residential District provides for a compatible use with the surrounding properties. This proposed zoning district reflects an appropriate balance between the public interest and the owner's right to develop the property.

Planning & Community Development
30 N. Broad St. Winder, GA 30680
(770) 307-3021
www.barrowga.org

PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

None.

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

Applicant's Signature: Jeffrey W. DeLoach

Applicant's Name: Jeffrey W. DeLoach Date: 5/12/2026

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12th DAY OF May, 2026.

NOTARY PUBLIC

My Commission Expires: 3/23/28

Michal Susanne Moss
NOTARY PUBLIC
CLARKE COUNTY, GEORGIA
My Commission Expires 03/23/2028

Zoning Map

6/10/2026

BOC 2026-00066

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX125 082
- Barrow_Parcels
- Road_Centerlines

Zoning_Districts

- AC
- AG
- AR
- City
- City
- City
- C1
- C2
- C3
- City
- M1
- M2
- MH
- OI
- R1
- R2
- R3
- City
- City

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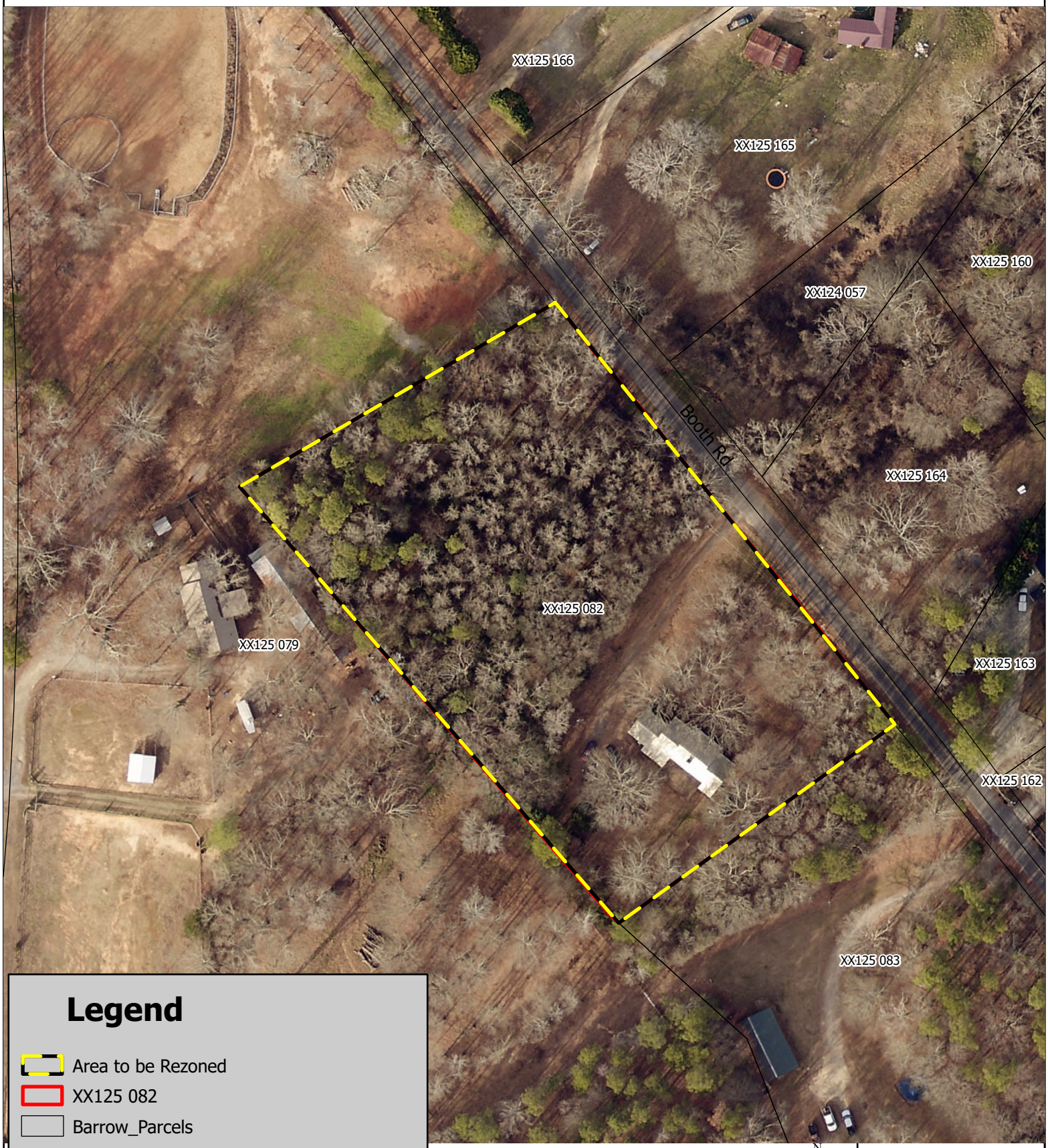
THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATION CONTAINED HEREIN.

Aerial Map

6/10/2026

BOC 2026-00066

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX125 082
- Barrow_Parcels
- Road_Centerlines

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Feet

1:17,075

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THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATION CONTAINED HEREIN.

Future Land Use Map

6/10/2026

BOC 2026-00066

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX125 082
- Barrow_Parcels
- Road_Centerlines

Future_Development_Area

- 316 Innovation
- City of Auburn
- City of Statham
- City of Winder
- Commercial Corridor
- Community Crossroads
- Destination 211
- Employment Industrial
- Low Intensity Workplace
- Mixed Use Neighborhood
- Rural Reserve
- Rural Residential
- Suburban Residential
- Town of Braselton
- Traditional Residential

0 500 1,000
Feet

1:17,075

N W E S

THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATION CONTAINED HEREIN.

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

BOC2026-00066 (XX125 082) 290 Booth Rd; Jeffery Deloach / Applicant; JP Squared LLC / Owner; Request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split.

DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 06/10/2026

GDOT –
No Comments Received as of 6/10/2026

Transportation –
Driveway permits are required.

Fire – Reviewed by Capt. Brent Driscoll
No Comments

Board of Education –
No Comments Received as of 6/10/2026

STAFF ANALYSIS

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

Yes. The R-1 zoning district is intended to accommodate low-density single-family residential development. The proposed lot split will create two residential lots that meet the minimum lot size requirements of the R-1 zoning district.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

Yes. The surrounding area consists primarily of agricultural and low-density residential uses. The proposed R-1 zoning is compatible with the existing development pattern.

3. **Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?**

Yes. The proposed lot split will create one additional residential lot and is not anticipated to adversely affect surrounding properties.

4. **Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?**

Yes. The property is located within the Rural Reserve Future Land Use category, which supports low-density residential development. The proposed rezoning is consistent with this designation.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

The property can be used as currently zoned AR; however, the requested rezoning would allow the creation of two conforming residential lots consistent with the surrounding development pattern.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

No. The proposed lot split will create one additional residential lot and is not expected to create an excessive demand on public facilities or services.

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?**

No. The request is consistent with the existing Comprehensive Plan designation and surrounding development pattern.

8. **Does the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

Yes. The proposal allows reasonable use of the property while maintaining compatibility with surrounding land uses and regulatory standards.

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

BOC2026-00066 (XX125 082) 290 Booth Rd; Jeffery Deloach / Applicant; JP Squared LLC / Owner; Request to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) for an individual lot split.

SUMMARY

The applicant is requesting to rezone ±3.00 acres from AR (Agriculture Residential) to R-1 (Low Density Single Family Residential) to allow an individual lot split.

The proposed rezoning would allow the existing ±3.01 acre tract to be divided into two residential lots consisting of Tract 1 - ±1.50 acres and Tract 2 - ±1.51 acres. The existing residence will remain on Tract 1, while Tract 2 is proposed for future residential development.

The subject property is located within the Large Water Supply Watershed.

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00066***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **Submitted - Online**

Apply Date: 05/12/2026 | **Expiration:**

Location Address	Parcel Number
290 BOOTH RD, STATHAM, GA 30666	**XX125 082**

Contacts

JP SQUARED LLC **Property Owner**	Jeffrey DeLoach **Applicant**
[redacted]	[redacted]

Description: Rezoning from AR to R-1

Valuation:	**$0.00**
Total Sq Feet:	**0.00**

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees	
Amount Due:	

Condition Name	Description	Comments

Additional Information

Tax Parcel of Subject Property(s): XX125 082
Street Address: 290 BOOTH RD
Intent for the Subject Property: : Applicant requests that the Property be rezoned to the R-1 zoning classification so that the existing lot can be divided into two lots of 1.50 and 1.51 acres.
Is this Residential or Non-Residential?: Residential
Use Type: : Single Family
Is the Proposed Project Served by Sewer or Septic: Septic
Property Division Type: Individual lot split
Is there a Master Plan Development?: No
Requested Zoning: R-1
Zoning: AR
Subdivision Name: N/A
Lot Number: N/A
Planning Application Types: Rezone - Individual Lot Split
Reason for changing conditions: N/A
Variances to UDC Section: N/A
Special Use Request of UDC Section: N/A
Highway Corridor Overlay District: N/A
Future Land Use: Rural Reserve
Destination 211 Overlay District: N/A
Requested Future Land Use: Same as existing-Rural Reserve

Issued By: | May 12, 2026 Date

AGENDA ITEM NO. VI.d

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**BOC2026-00067 (XX104 130) 475 Dunahoo Rd; Rachel Burnett / Applicant; Samara Moore / Owner.** Request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residential) for an individual lot split.

Commission District:
District 2: Kenny Shook

Existing Land Use:
SINGLE FAMILY HOME

Existing Zoning:
AG (AGRICULTURE)

Future Land Use Map Category:
RURAL RESERVE

Summary:

The applicant is requesting to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residential) for an individual lot split. The proposed rezoning will establish a unified AR zoning designation with adjacent Parcel XX104 132, which is currently zoned AR, and facilitate the division of the combined property into three residential tracts.

The proposed subdivision consists of three tracts: Tract 1 - ±4.175 Acres; Tract 2 - ±3.588 Acres; Tract 3 - ±9.169 Acres.

Tract 3 will retain the existing single-family residence and associated improvements. The mobile home currently located on Tract 3 is proposed to be removed prior to final plat approval. Tracts 1 and 2 are intended for future single-family residential development. All three tracts exceed the minimum lot size requirements of the AR zoning district and will be served by individual septic

systems. Environmental Health has reviewed the proposed division and approved the lots subject to conditions.

ATTACHMENTS:

Planning Commission Recommendation
Staff Recommendations
Exhibit A.pdf
Site Plan
Letter of Intent
Proffered Conditions
Zoning Map
Aerial Map
Future Land Use Map
Summary
Staff Analysis & Agency Comments
Application

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 16, 2026**

BOC2026-00067 (XX104 130) 475 Dunahoo Rd; Rachel Burnett / Applicant; Samara Moore / Owner; Request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residentials) for an individual lot split.

Motion to recommend APPROVAL of the request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residential) for an individual lot split, as the proposed lot configuration is consistent with the Rural Reserve Future Land Use designation and all proposed tracts meet or exceed the minimum lot size requirements of the AR zoning district with staff recommendations.

Motion made by District 5; Tommy Slappey

Motion seconded by District 1; Joe Vann

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON AUGUST 11, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residential) for an individual lot split, as the proposed lot configuration is consistent with the Rural Reserve Future Land Use designation and all proposed tracts meet or exceed the minimum lot size requirements of the AR zoning district.

Such approval shall be accompanied by the following conditions:

1. All new residential structures constructed on the property shall have a minimum heated gross floor area of 2,000 square feet.
2. The exterior of any new proposed residential units constructed on the lots shall consist of brick, stone, stucco, or fiber-cement siding, or any combination thereof.
3. Sod and landscaping for any new proposed lot shall be installed and maintained in the disturbed areas of all front yards and 15’ of side yards on the property.
4. The existing mobile home located on Tract 3 shall be removed from the property prior to final plat approval.
5. The dilapidated chicken house located on the property shall be removed and all other structures marked to be removed on Exhibit A shall be removed prior to final plat approval.
6. Tracts 1 and 2 must be served by public water.
7. A plat reflecting the approved boundary line adjustment and adjusted property boundaries shall be recorded.

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

BOC2026-00067 (XX104 130) 475 Dunahoo Rd; Rachel Burnett / Applicant; Samara Moore / Owner; Request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residentials) for an individual lot split.

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Staff recommends **APPROVAL** of the request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residential) for an individual lot split, as the proposed lot configuration is consistent with the Rural Reserve Future Land Use designation and all proposed tracts meet or exceed the minimum lot size requirements of the AR zoning district.

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4. The existing mobile home located on Tract 3 shall be removed from the property prior to final plat approval.
5. The dilapidated chicken house located on the property shall be removed and all other structures marked to be removed on Exhibit A shall be removed prior to final plat approval.
6. Tracts 1 and 2 must be served by public water.
7. A plat reflecting the approved boundary line adjustment and adjusted property boundaries shall be recorded.

EXHIBIT A

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Owner Certification

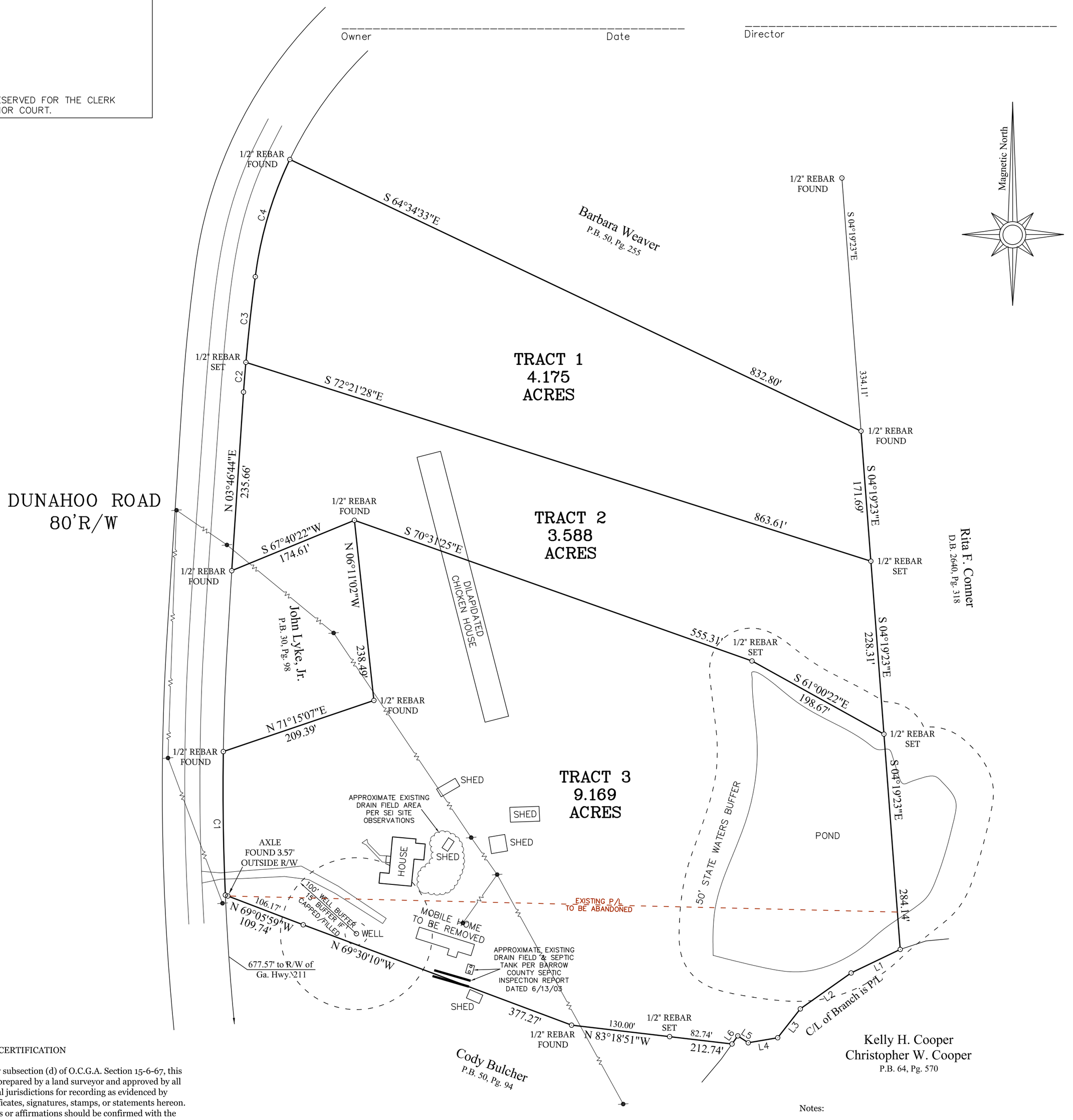
State of Georgia, County of Barrow
The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that all state, city and county taxes or other assessments now due on this land have been paid.

_____
Owner Date

Barrow County Planning and Zoning Certification

This final plat has been reviewed by Development Services staff for compliance with the requirements of the Barrow County Development Regulations and Zoning Ordinance and is hereby approved by the Director or his/her designee.

_____
Director



SURVEYORS CERTIFICATION

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.

Christopher J. Carlan Ga RLS #3003

Curve	Radius	Length	Chord	Chord Bear.
C1	3190.98'	188.89'	188.86'	N 00°48'25" W
C2	2454.46'	39.25'	39.25'	N 04°30'19" E
C3	2454.46'	113.34'	113.33'	N 06°17'11" E
C4	503.97'	161.60'	160.91'	N 16°25'31" E

Course	Bearing	Distance
L1	S 64°21'18" W	71.70'
L2	S 54°45'28" W	81.92'
L3	S 38°05'39" W	48.27'
L4	S 80°19'13" W	39.34'
L5	N 56°41'11" W	16.48'
L6	S 35°31'52" W	13.07'

Notes:

1. This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67 .
2. This survey was prepared without the benefit of a title search. This property is subject to any concerns of which a title search would reveal.
3. This property is subject to any easements, restrictions, right-of-ways, or any other encumbrances, both public and private.
4. This plat represents that tract of land designated as Map & Parcel XX104 130 & XX104 132, according to Barrow County Tax Assessors.
5. This property is not located within a Flood Hazard Area as shown on Flood Insurance Rate Map 13013C0075D, dated 12/1/2022.

FINAL PLAT
FOR
LAND ALLY, LLC
LOCATED WITHIN
G.M.D. 246
Barrow County, Georgia Revised 5/8/26
Scale: 1" = 100' April 21, 2026

1. The field data upon which this plat is based has a closure precision of one foot in 19,684 foot and an angular error of 02" per angle point and was adjusted using the Compass Rule.
2. This plat has been calculated for closure and is found to be accurate within one foot in 159,333 feet.
3. The field equipment used in this survey was a Leica TS12-P Robotic Total Station.
4. The Field Work was completed 3/4/26.

100 0 100 200 300
GRAPHIC SCALE – FEET

CARLAN
LAND SURVEYORS
970 SOUTH BROAD STREET
COMMERCE, GA 30529
(706)336-5959

GEORGIA REGISTERED No. 3003 LAND SURVEYOR CHRISTOPHER J. CARLAN

JOB NO. 26-011 P.B. B-1423

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

Owner Certification

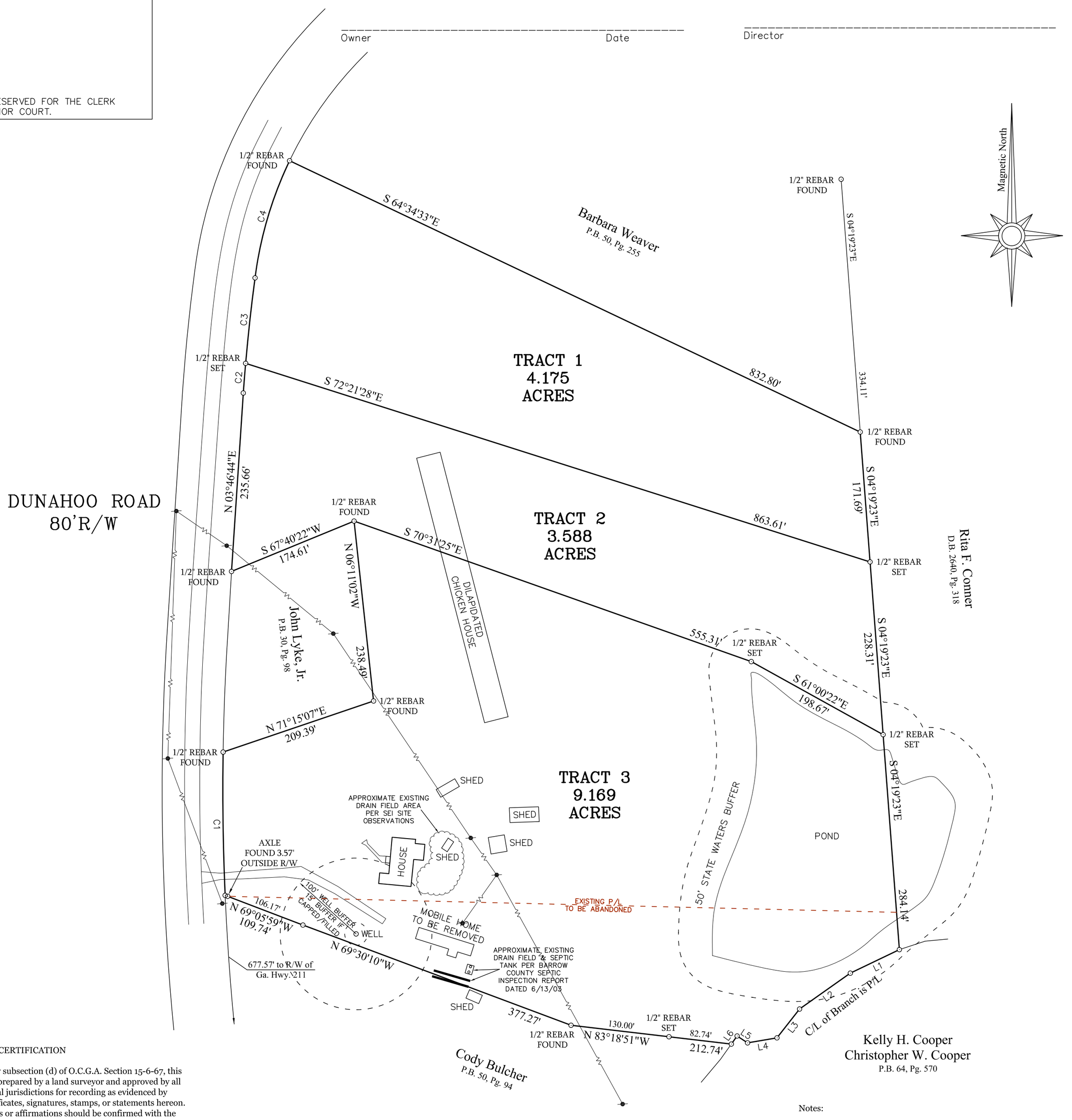
State of Georgia, County of Barrow
The owner of the land shown on this plat and whose name is subscribed hereto, in person or through a duly authorized agent, certifies that all state, city and county taxes or other assessments now due on this land have been paid.

_____
Owner Date

Barrow County Planning and Zoning Certification

This final plat has been reviewed by Development Services staff for compliance with the requirements of the Barrow County Development Regulations and Zoning Ordinance and is hereby approved by the Director or his/her designee.

_____
Director



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Christopher J. Carlan Ga RLS #3003

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FOR
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LOCATED WITHIN
G.M.D. 246
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CARLAN
LAND SURVEYORS
970 SOUTH BROAD STREET
COMMERCE, GA 30529
[redacted]

GEORGIA REGISTERED No. 3003 LAND SURVEYOR CHRISTOPHER J. CARLAN

JOB NO. 26-011 P.B. B-1423

Letter of Intent
Rezoning Request - 475 Dunahoo Road
Barrow County Planning and Community Development
30 North Broad Street
Winder, GA 30680

Dear Barrow County Planning and Community Development,

My name is Rachel Burnett and I am submitting this Letter of Intent on behalf of Land Ally LLC regarding the property located at 475 Dunahoo Road in Winder, Georgia, identified as Parcel XX104-130, located within GMD 246, Barrow County, Georgia.

We are requesting rezoning of Parcel XX104-130 from Agricultural (AG) to Agricultural-Residential (AR) in order to establish a unified zoning designation with the adjacent Parcel XX104-132, which is currently zoned AR. Rezoning of XX104-130 is the only action required, as XX104-132 already carries the AR designation.

Once unified under a single AR zoning district, the combined property is proposed to be subdivided into three single-family residential tracts per the final plat prepared by Christopher W. Carlan, Carlan Land Surveyors, dated April 21, 2026:

Tract 1: 4.175 acres
Tract 2: 3.588 acres
Tract 3: 9.169 acres

All three tracts meet or exceed the AR minimum lot size of 2 acres. Each tract is intended for single-family residential use. Tract 3 will retain the existing single-family home as the principal structure. Tracts 1 and 2 are intended for future residential construction by end buyers. The mobile home currently located on Tract 3 will be removed. All tracts will be served by individual on-site septic systems. Environmental Health review and approval has been completed by the Barrow County Environmental Health Department.

The AR zoning designation is the most appropriate classification for this property given the proposed lot sizes, the rural residential character of the surrounding area, and the intended single-family residential use. The proposed layout is compatible with neighboring properties and consistent with county land use goals for this corridor.

We have been working closely with Barrow County Planning, Environmental Health, and Water Resources throughout this process and appreciate the guidance your team has provided. We are committed to meeting all county requirements and look forward to a collaborative review and approval process.

Please do not hesitate to contact me with any questions or if additional information is needed.

Sincerely,

Rachel Burnett
[redacted]

Planning & Community Development
30 N. Broad St. Winder, GA 30680
(770) 307-3021
www.barrowga.org

PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

The existing mobile home located on Tract 3 shall be removed from the property prior to final plat approval.

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

Applicant's Signature: RCB

Applicant's Name: RACHEL BURNETT Date: 5/11/26

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 11th DAY OF May, 2026.

NO ADVICE SOUGHT NOR GIVEN. ATTESTED TO ONLY BUT NOT DRAWN BY XIAOJING(MICHELLE)ZHENG

NOTARY PUBLIC

My Commission Expires: Permanent Commission.

XIAOJING(MICHELLE)ZHENG
NOTARY PUBLIC
10-6421 APPLECROSS RD
NANAIMO, BC V9V 1N1
TEL: 250 390-5066

Scanned with CamScanner

Zoning Map

6/10/2026

BOC 2026-00067

Barrow COUNTY GEORGIA
Planning and Community Development



THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATION CONTAINED HEREIN.

Aerial Map

6/10/2026

BOC 2026-00067

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX104 130
- Barrow_Parcels
- Road_Centerlines

0 500 1,000
Feet

1:17,075

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W E
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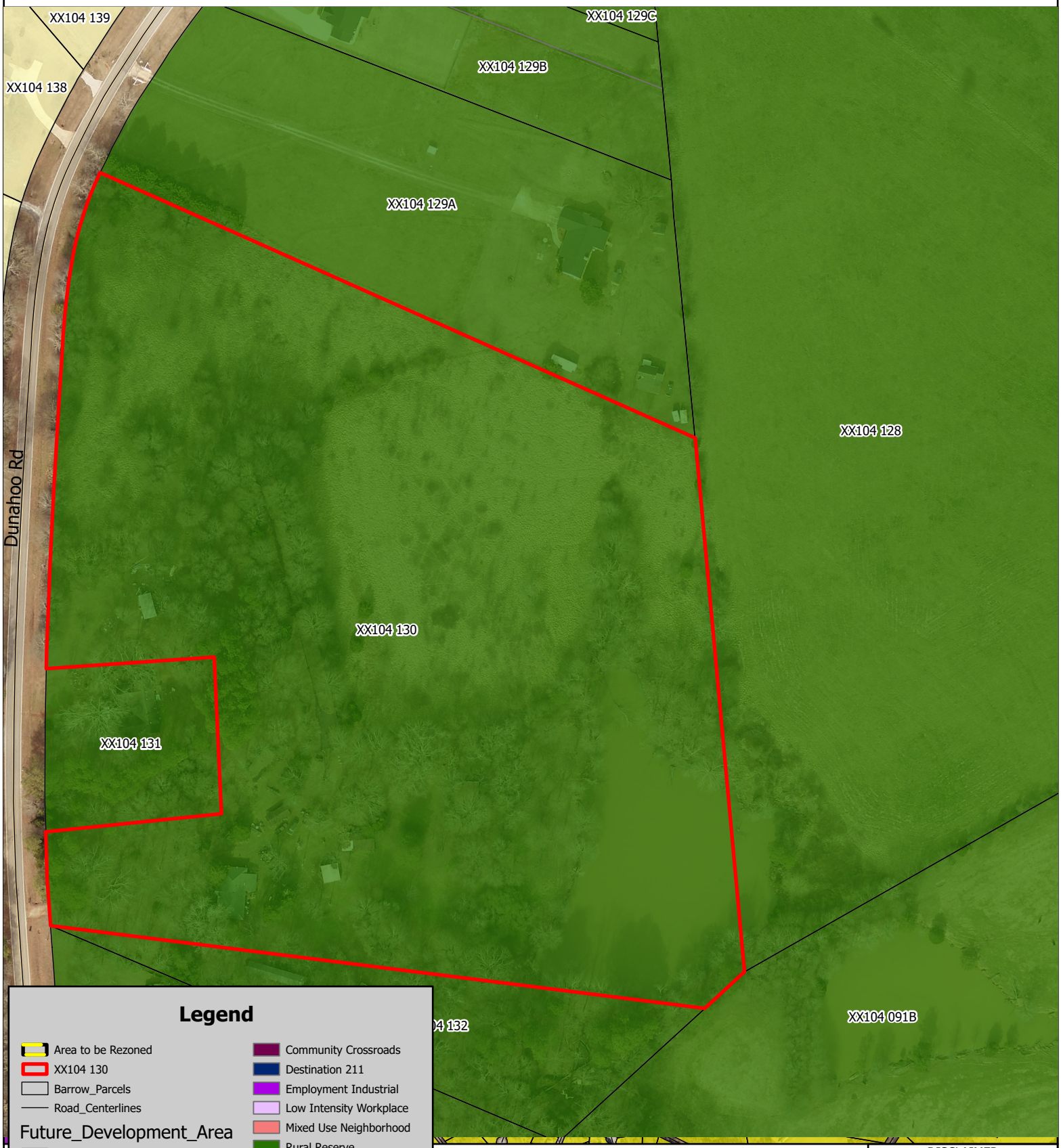
THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATION CONTAINED HEREIN.

Future Land Use Map

6/10/2026

BOC 2026-00067

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX104 130
- Barrow_Parcels
- Road_Centerlines

Future_Development_Area

- 316 Innovation
- City of Auburn
- City of Statham
- City of Winder
- Commercial Corridor
- Community Crossroads
- Destination 211
- Employment Industrial
- Low Intensity Workplace
- Mixed Use Neighborhood
- Rural Reserve
- Rural Residential
- Suburban Residential
- Town of Braselton
- Traditional Residential

0 500 1,000
Feet

1:17,075

N W E S

DISCLAIMER
THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATION CONTAINED HEREIN.

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PLANNING STUDY

BOC2026-00067 (XX104 130) 475 Dunahoo Rd; Rachel Burnett / Applicant; Samara Moore / Owner; Request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residentials) for an individual lot split.

SUMMARY

The applicant is requesting to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residential) for an individual lot split. The proposed rezoning will establish a unified AR zoning designation with adjacent Parcel XX104 132, which is currently zoned AR, and facilitate the division of the combined property into three residential tracts.

The proposed subdivision consists of three tracts: Tract 1 - ±4.175 Acres; Tract 2 - ±3.588 Acres; Tract 3 - ±9.169 Acres.

Tract 3 will retain the existing single-family residence and associated improvements. The mobile home currently located on Tract 3 is proposed to be removed prior to final plat approval. Tracts 1 and 2 are intended for future single-family residential development. All three tracts exceed the minimum lot size requirements of the AR zoning district and will be served by individual septic systems. Environmental Health has reviewed the proposed division and approved the lots subject to conditions.

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PLANNING STUDY

BOC2026-00067 (XX104 130) 475 Dunahoo Rd; Rachel Burnett / Applicant; Samara Moore / Owner; Request to rezone ±14.684 acres from AG (Agriculture) to AR (Agriculture Residentials) for an individual lot split.

DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 06/10/2026

GDOT –
No Comments Received as of 6/10/2026

Transportation –
Driveway permits will be needed. Shared driveways may be required if site distance cannot be met for individual drives.

Fire – Reviewed by Capt. Brent Driscoll
No Comments

Board of Education –
No Comments Received as of 6/10/2026

STAFF ANALYSIS

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

Yes. The AR zoning district is intended to accommodate low-density residential development on larger lots served by individual septic systems. The proposed lot configuration is consistent with the purpose and intent of the district.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

Yes. The surrounding area consists primarily of agricultural and low-density residential uses. The proposed AR zoning is compatible with the existing development pattern.

3. **Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?**

Yes. The proposed lot split does not introduce a more intensive use and is not anticipated to adversely affect surrounding properties.

4. **Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?**

Yes. The Rural Reserve Future Land Use category supports low-density residential development and larger residential lots consistent with the proposed AR zoning designation.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

The applicant is seeking to establish a unified zoning designation between adjoining parcels and create residential lots that comply with the AR district standards.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

No. The request will not create additional residential lots or increase the demand for public facilities and services.

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?**

No. The request is consistent with the existing Comprehensive Plan designation and surrounding development pattern.

8. **Does the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

Yes. The request allows reasonable use of the property while maintaining consistency with the surrounding area and Comprehensive Plan.

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00067***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **Submitted - Online**

Apply Date: 05/14/2026

Expiration:

Location Address	Parcel Number
475 DUNAHOO RD, WINDER, GA 30680	**XX104 130**

Contacts

Samara Moore **Property Owner**	Rachel Burnett **Applicant**
[redacted]	[redacted]

Description: Request to rezone Parcel XX104-130 located at 475 Dunahoo Road, Winder, GA 30680 from Agricultural (AG) to Agricultural-Residential (AR) to establish a unified zoning designation with adjacent Parcel XX104-132, which is currently zoned AR. The combined property is proposed to be subdivided into three single-family residential tracts of 4.175 acres, 3.588 acres, and 9.169 acres. Environmental Health approval has been obtained. Mobile home on Tract 3 to be removed prior to final plat approval.

Valuation:	**$0.00**
Total Sq Feet:	**0.00**

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees	
Amount Due:	

Condition Name	Description	Comments

Additional Information

Tax Parcel of Subject Property(s): XX104 130
Street Address: 475 DUNAHOO RD
Intent for the Subject Property: : Rezone Parcel XX104-130 from AG to AR to establish unified zoning with adjacent Parcel XX104-132 and subdivide the combined property into three single-family residential tracts of 4.175, 3.588, and 9.169 acres.
Is this Residential or Non-Residential?: Residential
Use Type: : Single Family
Is the Proposed Project Served by Sewer or Septic: Septic
Property Division Type: Minor Subdivision
Is there a Master Plan Development?: No
Requested Zoning: AR (Agricultural-Residential)
Planning Application Types: Rezone - Minor Subdivision
Requested Future Land Use: Rural Reserve

Issued By:

May 14, 2026
Date

AGENDA ITEM NO. VI.e

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**BOC2026-00071 (XX049 079B) 0 Highway 211 NW; Jakob Sullins / Applicant; JPPN LLC / Owner.** Future Land Use Map Amendment from Suburban Residential to Traditional Residential and Commercial Corridor. Request to rezone ±2.10 acres from AG (Agriculture to R-3 (High Density Residential) and rezone ±3.22 acres from AG to C-2(Community Commercial). Variance request to UDC Sec. 89-403 to allow townhomes rear vehicle access from private drive and to allow homes to have to fronts. Sec. 89-404 Reduce building setback from an arterial road, Sec. 89-1190 allow combined master detention facility, and Sec. 89-1605 network standards.

Commission District:
District 6: Deborah Lynn

Existing Land Use:
VACANT AGRICULUTRAL TRACT

Existing Zoning:
AG (AGRICULTURE)

Future Land Use Map Category:
SUBURBAN RESIDENTIAL

Summary:

The applicant is requesting a Future Land Use Map Amendment for approximately ±2.10 acres from Suburban Residential to Traditional Residential and approximately ±3.22 acres from Suburban Residential to Commercial Corridor. Concurrent with the Future Land Use Map Amendment request, the applicant is requesting to rezone approximately ±2.10 acres from AG (Agriculture) to R-

3 (High Density Residential) and approximately ±3.22 acres from AG (Agriculture) to C-2 (Community Commercial).

The proposed R-3 tract consists of approximately ±2.10 acres and is proposed for the development of sixteen (16) townhome units at a density of approximately 7.62 dwelling units per acre. The proposed development includes a private drive providing rear vehicular access to the townhomes and common open space areas.

The proposed C-2 tract consists of approximately ±3.22 acres and is proposed for the development of a convenience store with fuel pumps and an approximately 5,600 square foot retail strip center. Access to the development is proposed from Highway 211 and Craft Road. A master detention facility is proposed to serve both the residential and commercial portions of the development.

The applicant is also requesting variances to UDC Sec. 89-403 to allow rear vehicular access to the townhomes from a private drive and to allow the units to have two front façades, UDC Sec. 89-404 to reduce the required arterial road setback, UDC Sec. 89-1190 to allow a shared detention facility between the residential and commercial developments, and UDC Sec. 89-1605 for network standards.

The subject property is located within the Highway Corridor Overlay District and the Small Water Supply Watershed.

ATTACHMENTS:

Planning Commission Recommendation
Staff Recommendations
Exhibit A
Site Plan
Letter of Intent
Townhome Rendering
Proffered Conditions
Future Land Use Map
Zoning Map
Aerial Map
Aerial Map with HCO
Summary
Staff Analysis & Agency Comments- corrected 7-14-26
Application

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 16, 2026**

BOC2026-00071 (XX049 079B) 0 Highway 211 NW; Jakob Sullins / Applicant; JPPN LLC / Owner; Future Land Use Map Amendment from Suburban Residential to Traditional Residential and Commercial Corridor. Request to rezone ±2.10 acres from AG (Agriculture to R-3 (High Density Residential) and rezone ±3.22 acres from AG to C-2(Community Commercial). Variance request to UDC Sec. 89-403 to allow townhomes rear vehicle access from private drive and to allow homes to have to fronts. Sec. 89-404 Reduce building setback from an arterial road, Sec. 89-1190 allow combined master detention facility, and Sec. 89-1605 network standards.

Motion to recommend DENIAL of all the requests submitted.

Motion made by District 1; Joe Vann

Motion seconded by District 4; Jimmy Abdou

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON AUGUST 11, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **DENIAL** of the Future Land Use Map Amendment from Suburban Residential to Traditional Residential.

Staff recommends **DENIAL** of the Future Land Use Map Amendment from Suburban Residential to Commercial Corridor.

Staff recommends **DENIAL** of the request to rezone approximately ±2.10 acres from AG (Agriculture) to R-3 (High Density Residential).

Staff recommends **DENIAL** of the request to rezone approximately ±3.22 acres from AG (Agriculture) to C-2 (Community Commercial).

Staff recommends **DENIAL** of the variance requests to UDC Sec. 89-403 to allow townhomes rear vehicle access from private drive and to allow homes to have to fronts; UDC Sec. 89-404 to Reduce building setback from an arterial road; UDC Sec. 89-1190 to allow combined master detention facility and UDC Sec. 89-1605 for network standards.

Should the Board see fit to approve, such approvals shall be accompanied by the following conditions:

1. The development shall be constructed in substantial conformance with Exhibit A.
2. The residential development shall be limited to a maximum of sixteen (16) townhome units.
3. All requirements of the Highway Corridor Overlay District shall be met.
4. The exterior of all residential units shall consist of brick, stone, stucco, fiber-cement siding, or a combination thereof.
5. Sod and landscaping shall be installed and maintained in all disturbed areas.
6. All dumpster areas, loading areas, and mechanical equipment shall be screened from public view.
7. A minimum 50-foot undisturbed buffer shall be maintained adjacent to all AG-zoned properties unless otherwise modified through the approved site plan.
8. A minimum 50-foot vegetated buffer shall be maintained where the commercial tract abuts residentially zoned or developed property. The buffer shall include evergreen plantings and shall not contain buildings, parking areas, fuel pumps, or stormwater facilities.
9. The master detention facility shall be privately owned, maintained, with appropriate maintenance agreements that shall be recorded and referenced on the final plat.
10. The residential street must be privately owned and maintained with appropriate maintenance agreements.
11. No outdoor storage shall be permitted on the commercial tract.

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PLANNING STUDY

BOC2026-00071 (XX049 079B) 0 Highway 211 NW; Jakob Sullins / Applicant; JPPN LLC / Owner; Future Land Use Map Amendment from Suburban Residential to Traditional Residential and Commercial Corridor. Request to rezone ±2.10 acres from AG (Agriculture to R-3 (High Density Residential) and rezone ±3.22 acres from AG to C-2(Community Commercial). Variance request to UDC Sec. 89-403 to allow townhomes rear vehicle access from private drive and to allow homes to have to fronts. Sec. 89-404 Reduce building setback from an arterial road, Sec. 89-1190 allow combined master detention facility, and Sec. 89-1605 network standards.

STAFF RECOMMENDATION

Staff recommends **DENIAL** of the Future Land Use Map Amendment from Suburban Residential to Traditional Residential.

Staff recommends **DENIAL** of the Future Land Use Map Amendment from Suburban Residential to Commercial Corridor.

Staff recommends **DENIAL** of the request to rezone approximately ±2.10 acres from AG (Agriculture) to R-3 (High Density Residential).

Staff recommends **DENIAL** of the request to rezone approximately ±3.22 acres from AG (Agriculture) to C-2 (Community Commercial).

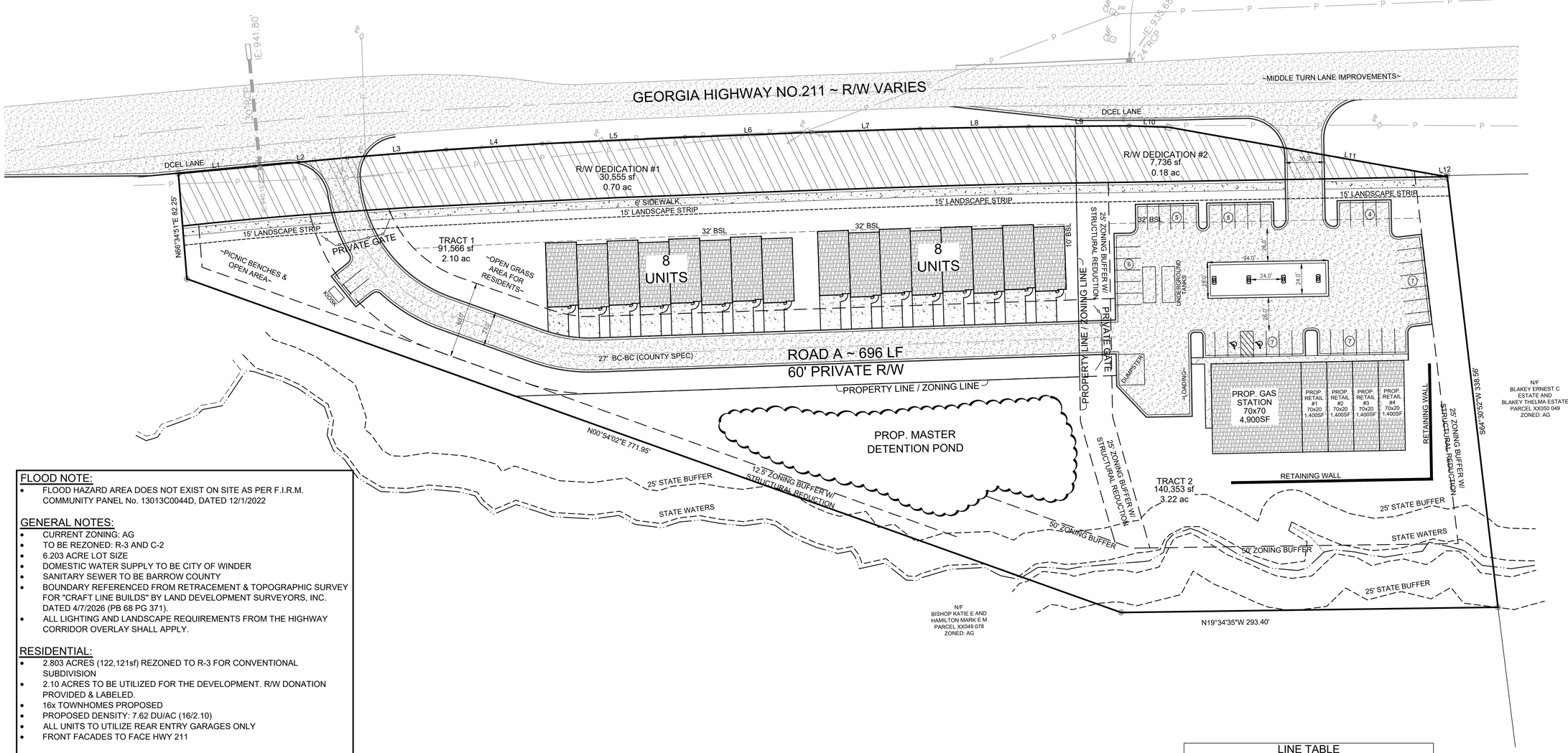
Staff recommends **DENIAL** of the variance requests to UDC Sec. 89-403 to allow townhomes rear vehicle access from private drive and to allow homes to have to fronts; UDC Sec. 89-404 to Reduce building setback from an arterial road; UDC Sec. 89-1190 to allow combined master detention facility and UDC Sec. 89-1605 for network standards.

Should the Board see fit to approve, such approvals shall be accompanied by the following conditions:

1. The development shall be constructed in substantial conformance with Exhibit A.

2. The residential development shall be limited to a maximum of sixteen (16) townhome units.
3. All requirements of the Highway Corridor Overlay District shall be met.
4. The exterior of all residential units shall consist of brick, stone, stucco, fiber-cement siding, or a combination thereof.
5. Sod and landscaping shall be installed and maintained in all disturbed areas.
6. All dumpster areas, loading areas, and mechanical equipment shall be screened from public view.
7. A minimum 50-foot undisturbed buffer shall be maintained adjacent to all AG-zoned properties unless otherwise modified through the approved site plan.
8. A minimum 50-foot vegetated buffer shall be maintained where the commercial tract abuts residentially zoned or developed property. The buffer shall include evergreen plantings and shall not contain buildings, parking areas, fuel pumps, or stormwater facilities.
9. The master detention facility shall be privately owned, maintained, with appropriate maintenance agreements that shall be recorded and referenced on the final plat.
10. The residential street must be privately owned and maintained with appropriate maintenance agreements.
11. No outdoor storage shall be permitted on the commercial tract.

EXHIBIT A



FLOOD NOTE:

- FLOOD HAZARD AREA DOES NOT EXIST ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13013C0044D, DATED 12/1/2022

GENERAL NOTES:

- CURRENT ZONING: AG
- TO BE REZONED: R-3 AND C-2
- 6.203 ACRE LOT SIZE
- DOMESTIC WATER SUPPLY TO BE CITY OF WINDER
- SANITARY SEWER TO BE BARROW COUNTY
- BOUNDARY REFERENCED FROM RETRACEMENT & TOPOGRAPHIC SURVEY FOR "CRAFT LINE BUILDS" BY LAND DEVELOPMENT SURVEYORS, INC. DATED 4/7/2026 (PB 68 PG 371).
- ALL LIGHTING AND LANDSCAPE REQUIREMENTS FROM THE HIGHWAY CORRIDOR OVERLAY SHALL APPLY.

RESIDENTIAL:

- 2.803 ACRES (122,121sf) REZONED TO R-3 FOR CONVENTIONAL SUBDIVISION
- 2.10 ACRES TO BE UTILIZED FOR THE DEVELOPMENT. R/W DONATION PROVIDED & LABELED.
- 16x TOWNHOMES PROPOSED
- PROPOSED DENSITY: 7.62 DU/AC (16/2.10)
- ALL UNITS TO UTILIZE REAR ENTRY GARAGES ONLY
- FRONT FACADES TO FACE HWY 211

COMMERCIAL:

- 3.399 ACRES (148,089sf) REZONED TO C-2
- 3.22 ACRES TO BE UTILIZED FOR THE DEVELOPMENT. R/W DONATION PROVIDED AND LABELED.
- GAS STATION & FOUR UNIT RETAIL STRIP PROPOSED

VARIANCES REQUESTED:

- Variance from UDO Section 89-404 (b) to reduce the required building setback along arterial roads from 100' to 32' for R-3 and C-2 zonings.
- Variance from UDO Section 89-1190(b)(8)(c) to allow a combined master detention facility within a multifamiliy residential and commercial development.
- Variance from UDO Section 89-403(b) to allow townhomes to have rear vehicular access from a private street rather than an alley and allow the units to have two front Façades
- Variance from UDO Section 89-1605(b)(1)(a) to allow a local street longer than 600 feet end have an intersection with a parking lot rather than an intersection with another local street.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S24°09'48"E	59.36'
L2	S24°12'32"E	72.73'
L3	S23°21'19"E	77.17'
L4	S22°17'37"E	74.78'
L5	S21°22'51"E	111.21'
L6	S20°59'01"E	98.45'
L7	S20°42'40"E	84.59'
L8	S19°54'22"E	84.69'
L9	S19°10'04"E	78.38'
L10	S16°44'11"E	30.58'
L11	S08°40'30"E	216.91'
L12	S26°56'12"E	3.14'

40 0 40 80 120

Scale 1" = 40'

ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN STRICT CONFORMITY WITH APPLICABLE LOCAL, STATE AND FEDERAL CODES REQUIREMENTS AND SHALL BE PERFORMED IN A WORKMANLIKE MANNER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING AND LOCATIONS SHOWN ON THESE PLANS, PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES DUE TO HIS OPERATION.

THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS.

THE GENERAL CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING IN METRO ATLANTA DIAL 404-525-5000 THROUGHOUT GEORGIA DIAL 800-282-7411.

DATE:	REVISION:

Sullins Engineering,LLC
26 EAST ATHENS STREET
WINDER, GA. 30680
PHONE: (678) 687-6219
mattsullins@gmail.com
CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS ~ LAND PLANNERS

CONCEPT PLAN FOR:

HWY 211

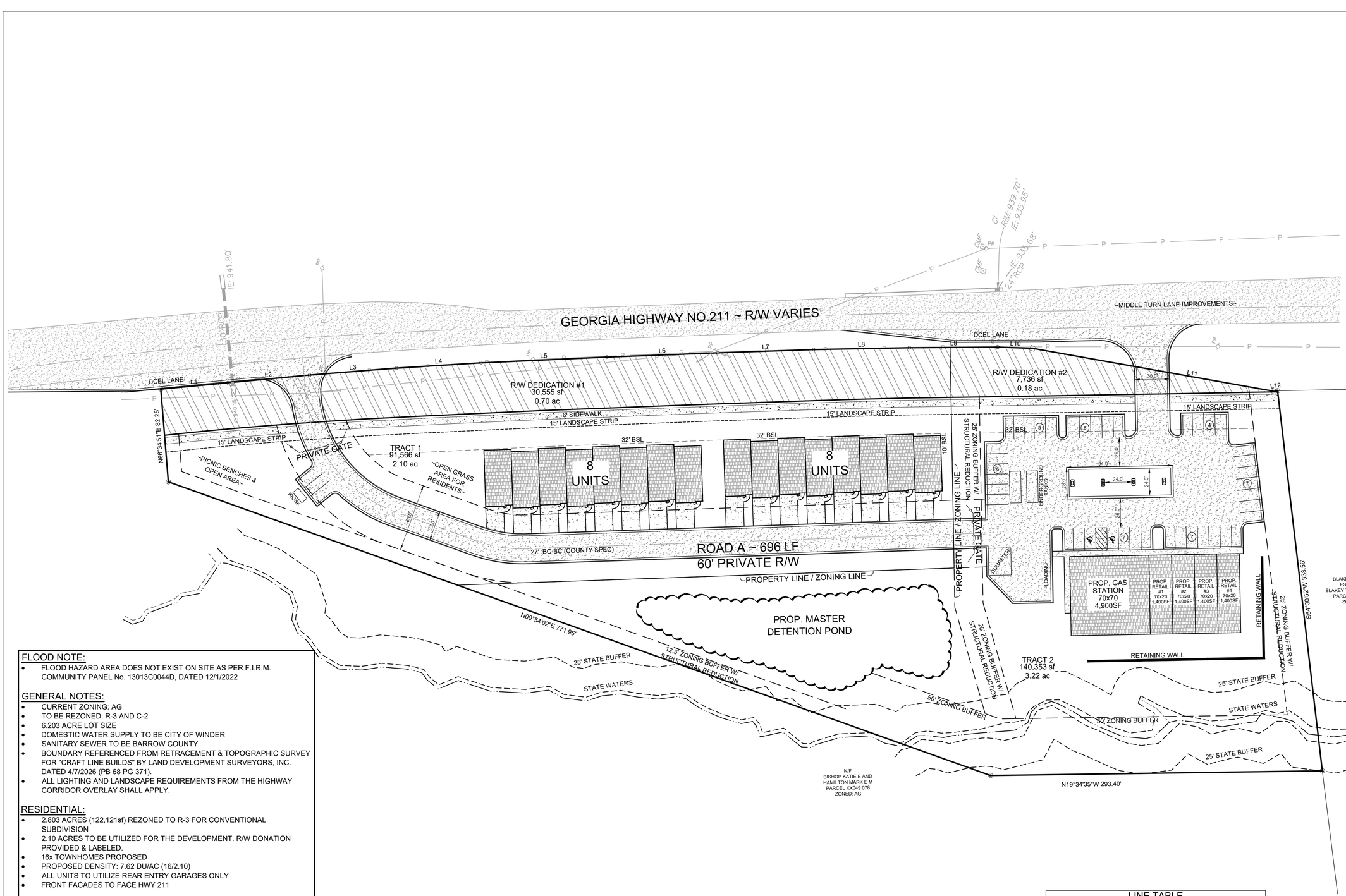
LOCATED IN:
PARCEL: XX049 079B
G.M.D.: 243
BARROW COUNTY, GEORGIA

GEORGIA REGISTERED No. 28443 #939 PROFESSIONAL ENGINEER MATTHEW W. SULLINS

GSWCC #939
EXP. 10/01/2026

DATE	JOB #
5/21/2026	4231

SHEET 1



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CONCEPT PLAN FOR:

HWY 211

LOCATED IN:
PARCEL: XX049 079B
G.M.D.: 243
BARROW COUNTY, GEORGIA

GEORGIA REGISTERED No. 28443 #939 PROFESSIONAL ENGINEER MATTHEW W. SULLINS

GSWCC #939
EXP. 10/01/2026

DATE	JOB #
5/21/2026	4231

SHEET 1

STANTONPORTER LAW

Winder:
73 Church Street
P.O. Box 88
Winder, Georgia 30680
[redacted]

May 27, 2026

Barrow County Board of Commissioners
The Barrow County Planning Commission
Barrow County Courthouse Annex
30 N. Broad Street
Winder, Georgia 30680

Re: Rezone and FLUM amendment for 2.10 acres from AG to R-3 and Variance Requests for property located at Highway 211, Winder, Georgia 30680, Tax Parcel XX049 079B for use as town home development; Rezone and FLUM amendment for 3.22 acres from AG to C-2 and Variance Requests for property located at Highway 211, Winder, Georgia 30680, Tax Parcel XX049 079B for use as convenience store with retail space and fuel pumps

Greetings:

This request concerns a single tract of land located at Highway 211, Winder, Georgia. The applicant would like to split the tract into two separate tracts/parcels. The applicant is requesting to rezone Tract 1 of this property, containing 2.10 acres, from AG to R-3 for the purpose of development 16 townhomes as well as a future land use map amendment to Traditional Residential. The applicant is further requesting that Tract 2, containing 3.22 acres, be rezoned from AG to C-2 as well as a future land use map amendment to Commercial Corridor for the development of a convenience store with retail space and fuel pumps. Additionally, the applicant would like to request a variance from: UDO Section 89-404(b) to reduce the required building setback along the arterial roads from 100 feet to 32 feet, UDO Section 89-1990(b)(8)(c) to allow for a combined master detention facility with a multifamily residential and commercial development, UDO Section 89-403(b) to allow for the townhomes to have rear vehicle access from a private street rather than an alley and allow the units to have two front façades, and from UDO Section 89-1605(b)(1)(a) to allow for a local street longer than 600 feet and have an intersection with a parking lot rather than an intersection with another local street. This request is appropriate due to the location of the property and the surrounding zonings.

Regarding the factors that the County should consider, the following is provided:

1. This zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties. There are adjacent and nearby properties are zones commercial or industrial.

2. This zoning proposal would not adversely affect the existing use or usability of adjacent or nearby property.

3. This zoning proposal will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. Furthermore, fear of increased traffic is not a proper justification for the denial of this rezone.

4. This zoning proposal is in conformity with the policy and intent of the comprehensive land use plan. The area surrounding the subject property is already residential in character.

The denial of this proposed zoning, or the grant to a different zoning category, or the grant with unreasonable conditions, will result in substantial monetary damage to the owner. The subject property has been vacant for many years and cannot economically support the present value of the land as presently zoned. Furthermore, the denial of this request will violate the owner's rights of due process and equal protection, procedural and substantive, and violation of Article I, Section I, Paragraphs 1 and 2, and Article I, Section III, Paragraph 1 of the Georgia Constitution and the Fifth and Fourteenth Amendments to the United States Constitution. Denial of the rezoning will destroy owner's property rights without first paying just compensation. A denial of this application would constitute an arbitrary and capricious act by Barrow County without any rational basis therefore, constituting an abuse of discretion. A refusal to rezone the subject property so as to permit the only feasible economic use of the property would be unconstitutional and would discriminate in an arbitrary and capricious and unreasonable manner between the owner and owners' of similarly situated property. This application meets the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning as an expression of the government's police power.

For the foregoing reasons, the applicant and owner respectfully request that this rezoning and variance application be approved.

Sincerely,

STANTON PORTER LAW, LLC

By: *__/s/ Stanton E. Porter__*
Stanton E. Porter

Zephyr
Chosewood

LINDSEY SKY



Planning & Community Development
30 N. Broad St. Winder, GA 30680
(770) 307-3021
www.barrowga.org

PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

N/A

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

Concept plan

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

Applicant's Signature: _____

Applicant's Name: Jakob Sullins Date: 5/18/26

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18th DAY OF May, 2026.

_____
NOTARY PUBLIC

My Commission Expires: 12/1/2028

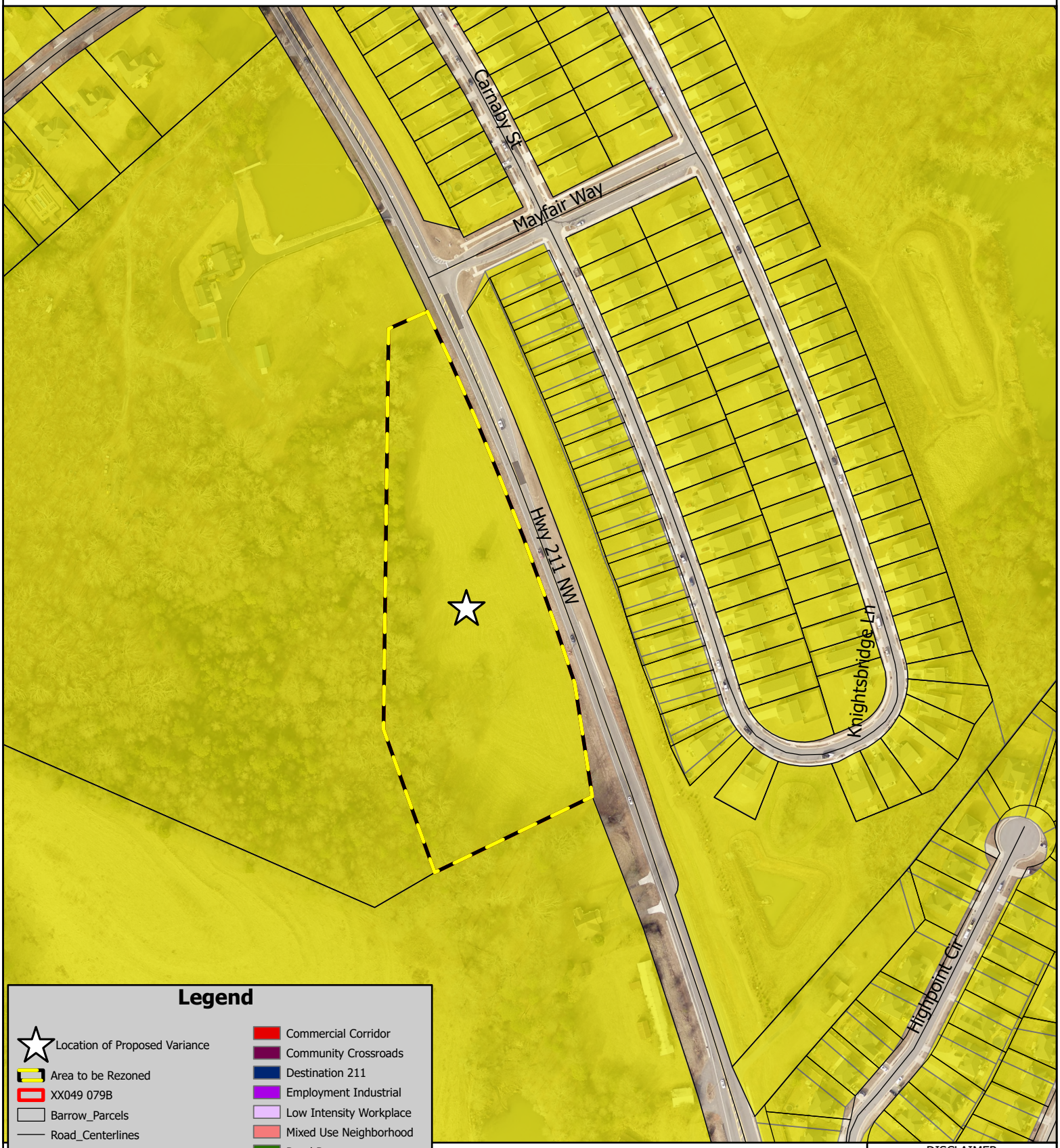
DYLAN T. PHILLIPS
My Commission Expires
NOTARY PUBLIC
December 1, 2028
OGLETHORPE COUNTY, GEORGIA

Future Land Use Map

6/10/2026

BOC 2026-00071

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- Area to be Rezoned
- XX049 079B
- Barrow_Parcels
- Road_Centerlines

Future_Development_Area

- 316 Innovation
- City of Auburn
- City of Statham
- City of Winder
- Commercial Corridor
- Community Crossroads
- Destination 211
- Employment Industrial
- Low Intensity Workplace
- Mixed Use Neighborhood
- Rural Reserve
- Rural Residential
- Suburban Residential
- Town of Braselton
- Traditional Residential

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Feet

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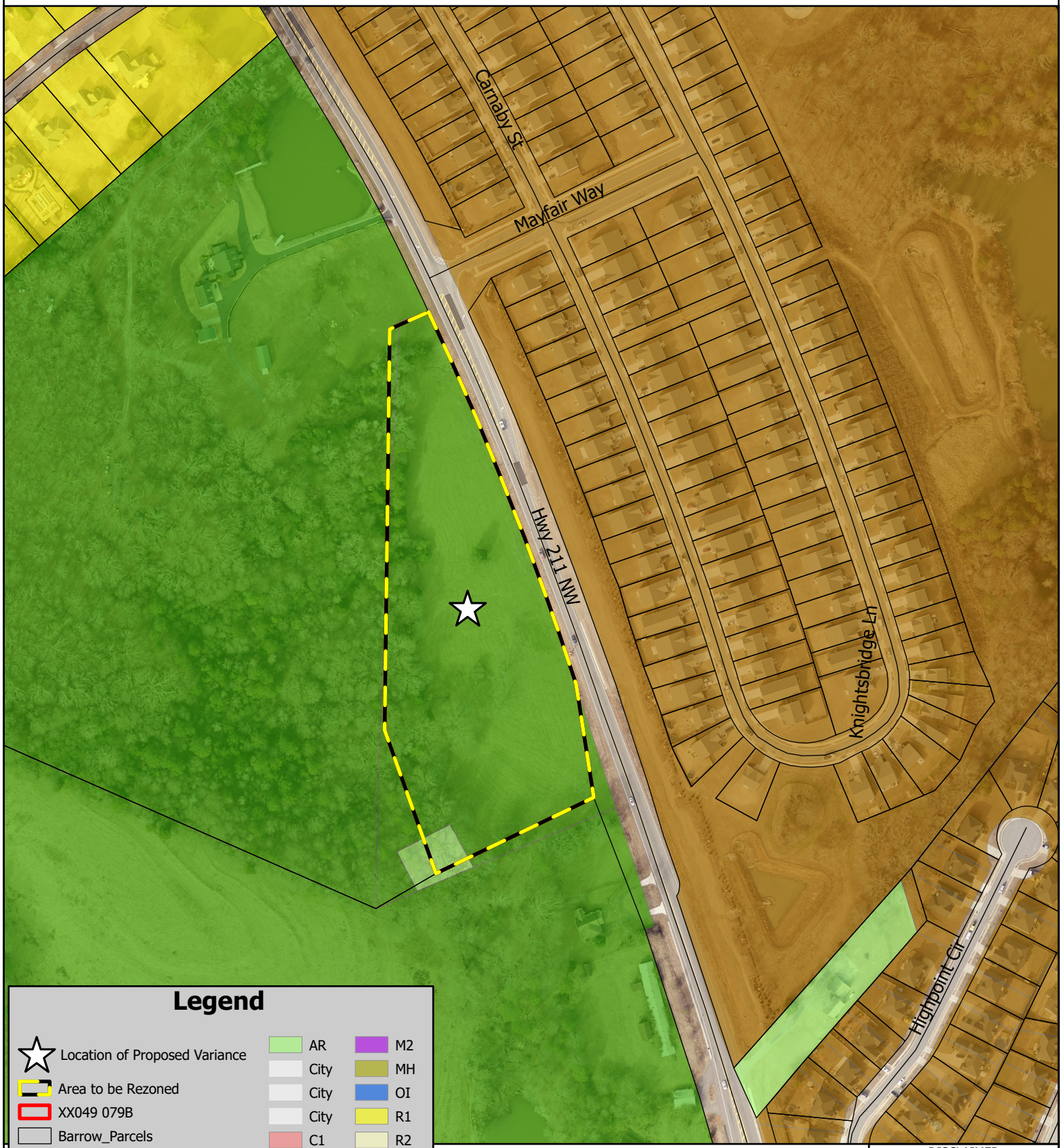
DISCLAIMER
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Zoning Map

6/10/2026

BOC 2026-00071

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- Area to be Rezoned
- XX049 079B
- Barrow_Parcels
- Road_Centerlines

Zoning_Districts

- AC
- AG
- AR
- City
- City
- City
- C1
- C2
- C3
- City
- M1
- M2
- MH
- OI
- R1
- R2
- R3
- City
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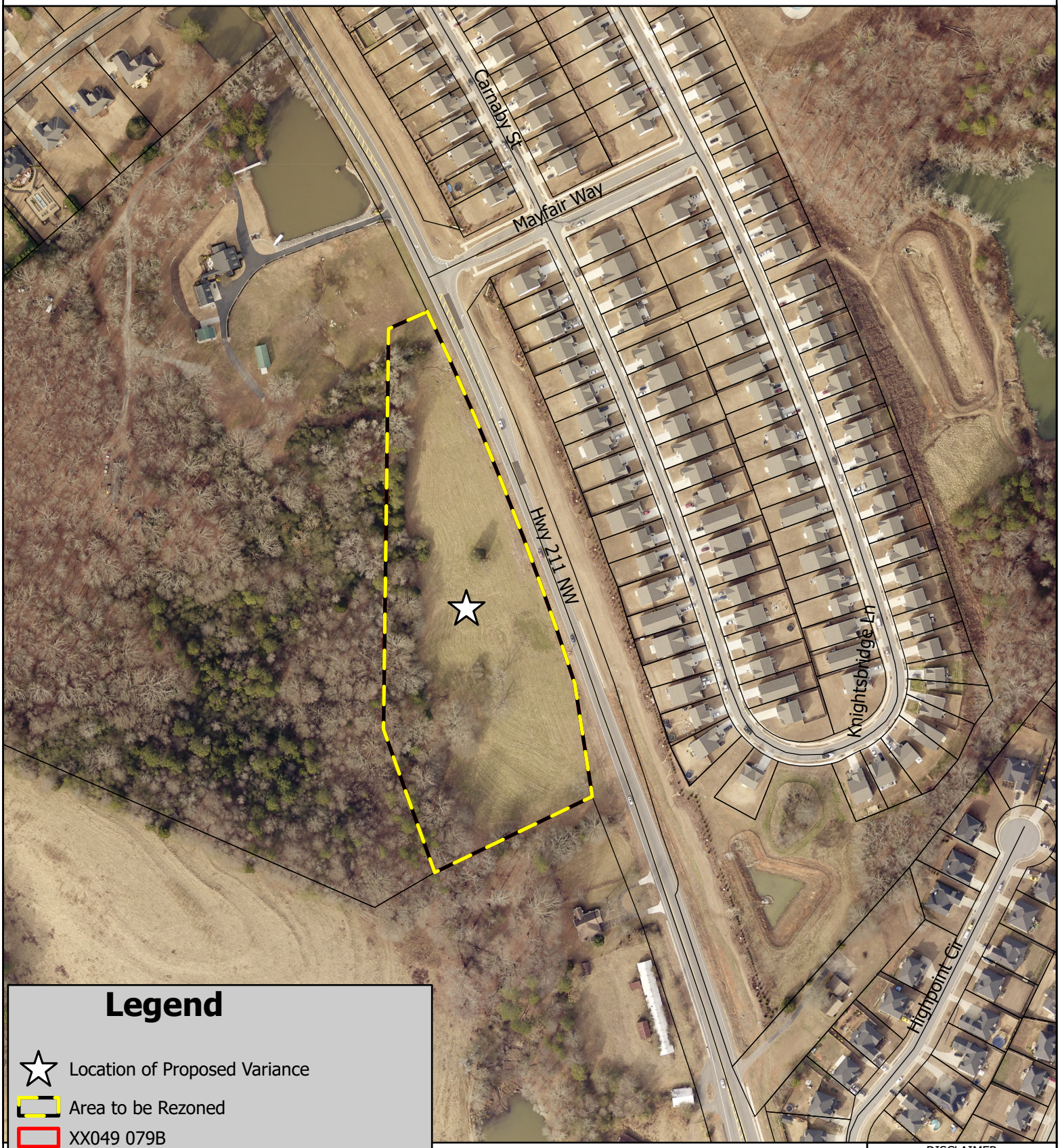
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Aerial Map

6/10/2026

BOC 2026-00071

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

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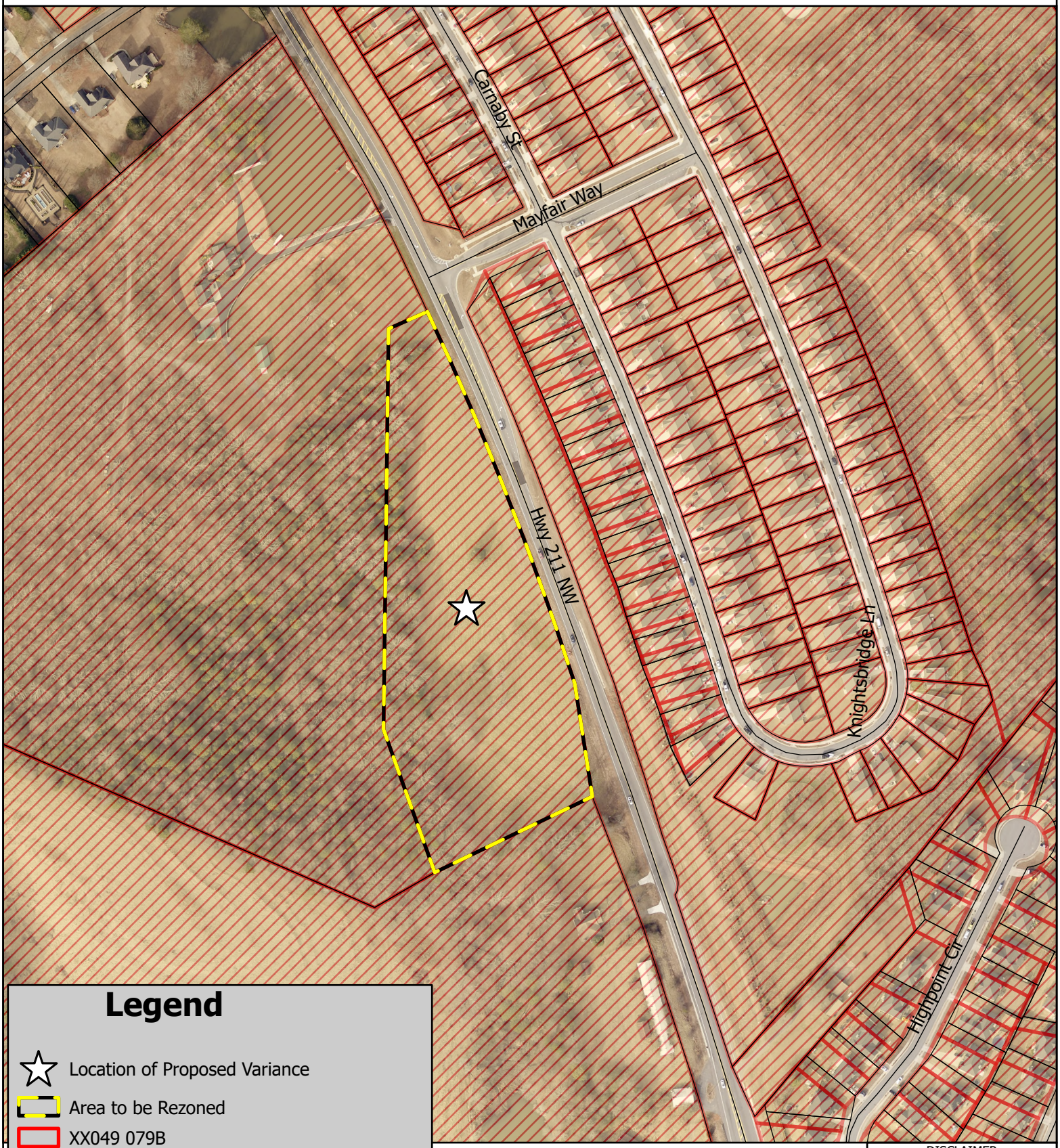
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Aerial Map with
Highway Corridor Overlay
6/10/2026

BOC 2026-00071

Barrow
COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- Area to be Rezoned
- XX049 079B
- Barrow_Parcels
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Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

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SUMMARY

The applicant is requesting a Future Land Use Map Amendment for approximately ±2.10 acres from Suburban Residential to Traditional Residential and approximately ±3.22 acres from Suburban Residential to Commercial Corridor. Concurrent with the Future Land Use Map Amendment request, the applicant is requesting to rezone approximately ±2.10 acres from AG (Agriculture) to R-3 (High Density Residential) and approximately ±3.22 acres from AG (Agriculture) to C-2 (Community Commercial).

The proposed R-3 tract consists of approximately ±2.10 acres and is proposed for the development of sixteen (16) townhome units at a density of approximately 7.62 dwelling units per acre. The proposed development includes a private drive providing rear vehicular access to the townhomes and common open space areas.

The proposed C-2 tract consists of approximately ±3.22 acres and is proposed for the development of a convenience store with fuel pumps and an approximately 5,600 square foot retail strip center. Access to the development is proposed from Highway 211 and Craft Road. A master detention facility is proposed to serve both the residential and commercial portions of the development.

The applicant is also requesting variances to UDC Sec. 89-403 to allow rear vehicular access to the townhomes from a private drive and to allow the units to have two front façades, UDC Sec. 89-404 to reduce the required arterial road setback, UDC Sec. 89-1190 to allow a shared

detention facility between the residential and commercial developments, and UDC Sec. 89-1605 for network standards. The subject property is located within the Highway Corridor Overlay District and the Small Water Supply Watershed.

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DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 06/10/2026

GDOT – Reviewed by Hunter Boyle – received 6/24/26

Coordinate with GDOT for Permitting

Transportation – Received 6/25/26

- Parcel is located inside the Highway Corridor Overlay District (HCO) so all HCO design requirements apply
- All entrances are on state route so all permitting required through GDOT
- The private road with gates on both ends is acceptable. The location of the property line dividing the residential and commercial portions leaves one gate on the commercial parcel. If townhomes are built first and the opening into the gas station lot is not completed, the road in front of the townhomes must have a temporary cul-de-sac prior to issuance of COs to avoid creating a dead end.

Fire – Reviewed by Capt. Brent Driscoll
No Comments

Board of Education – Reviewed by Matt Thomspon - Received 6/25/26
Monument signage shall be set back far enough to not impede the line of site for school buses entering Georgia Hwy 211.

Standards for Land Use Plan Amendment Consideration

Current Future Land Use Map Character Area: Suburban Residential
Purposed Future Land Use Map Character Area: Traditional Residential and Commercial Corridor

1. **Has there been a change in the economy, land use, or development opportunities in the area?**

Staff finds no significant changes in the economy, land use, or development opportunities in the surrounding area that would justify the requested amendment. The current Suburban Residential designation remains applicable to the subject property and surrounding area.

2. **Is the proposed character area and / or future land use designation in compliance with the goals and policies of the Comprehensive Plan?**

The proposed Commercial Corridor designation is not fully consistent with the goals and policies of the Comprehensive Plan. While commercial zoning exists in the vicinity, the property remains part of a larger area designated Suburban Residential, and the proposed amendment would introduce additional commercial development into an area that remains predominantly residential in character. Approval may establish a precedent for further commercial expansion beyond the intended limits of the Suburban Residential character area.

The proposed Traditional Residential designation is also not fully supported by the Comprehensive Plan. While residential development is appropriate in this area, the proposed density of approximately 7.62 dwelling units per acre is more intensive than the surrounding development pattern and exceeds the density typically associated with the Suburban Residential character area. The request would represent a significant departure from the existing development character.

3. **Would the proposed designation require any changes in the provision of public facilities and services?**

No. Public water will be serviced by City of Winder who has advised there is capacity for both the residential and commercial components of the proposal. Barrow Water Resources also advised they have availability for sewer for this project as well. Additional review by Fire Services and Stormwater may be necessary during development review.

4. **Would the proposed designation impact the public health, safety and welfare of the area?**

The commercial component may increase traffic along Highway 211 and Craft Road. The intensity of the proposed residential and commercial development, combined with multiple

requested variances, raises concerns regarding compatibility with the surrounding area and the long-term planning objectives of the Comprehensive Plan.

5. **Is the request a result of a need for additional land area to be made available or developed for a specific type of use?**

No. Staff finds no demonstrated shortage of land designated for commercial corridor development or high-density residential development in the immediate area.

6. **Are the areas demographic or projections not occurring as projected?**

Staff has identified no substantial demographic changes that would support the requested amendment. The request does not appear to be driven by changing demographic conditions.

REZONING STAFF ANALYSIS

Request to rezone:

A. Request to Rezone ±2.10 Acres from AG (Agriculture) to R-3 (High Density Residential)
B. Request to Rezone ±3.22 Acres from AG (Agriculture) to C-2 (Community Commercial)

A. **Request to rezone +/- 3.00 Acres from AG (Agricultural) to C-2 (Community Commercial):**

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

Yes. The proposed townhome development is a permitted residential use within the R-3 zoning district; however, the requested density represents a significant increase from the surrounding development pattern.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

No. The proposed townhome development at a density of 7.62 dwelling units per acre is not compatible with the existing development pattern.

3. **Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?**

No. The increased residential density and intensity of development may adversely affect nearby agricultural and low-density residential properties and may increase traffic activity along Highway 211.

4. **Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?**

No. The proposed density exceeds the intensity generally envisioned under the existing Suburban Residential Future Land Use designation and requires a Future Land Use Map amendment to facilitate the proposed development.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

No. The property may be utilized in accordance with the existing AG zoning district and the current Suburban Residential Future Land Use designation. Staff finds no hardship or unique circumstances that necessitate the requested increase in residential density.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

No. The proposed density and associated infrastructure demands may increase the burden on public facilities and services beyond what would otherwise occur under existing zoning.

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?**

No. Staff finds no substantial change in conditions that would support the requested increase in residential density.

8. **Does the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

No. The proposed development intensity, combined with the requested variances, is not consistent with the surrounding development pattern and does not represent an appropriate balance between private property rights and the public interest.

B. Request to Rezone ±3.22 Acres from AG (Agriculture) to C-2 (Community Commercial):

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

Yes. A convenience store with fuel pumps and retail space is consistent with the permitted uses within the C-2 zoning district.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

No. While commercial and industrial uses exist within the general vicinity, the property remains within an area designated Suburban Residential and is adjacent to agricultural properties. The proposed convenience store with fuel pumps represents a more intensive commercial use than the surrounding development pattern and may encourage further commercial expansion along the corridor.

3. Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?

No. The proposed convenience store with fuel pumps may increase traffic, noise, lighting, and commercial activity in proximity to surrounding agricultural and residential properties.

4. Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?

No. The existing Future Land Use Map designation does not support C-2 commercial development and requires a Commercial Corridor amendment. Staff does not find the proposed amendment consistent with the Comprehensive Plan.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

No. The property may continue to be utilized in accordance with the existing AG zoning district.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

No. The proposed commercial development will increase traffic volumes and demand on public infrastructure and services.

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?**

No. Staff finds no substantial changes in conditions that would justify the requested commercial expansion.

8. **Does the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

No. The request would introduce a higher intensity commercial development into an area planned for residential development and is not supported by the current Future Land Use Map.

VARIANCE STAFF ANALYSIS

Variance request to **UDC Sec. 89-403** to allow townhomes rear vehicle access from private drive and to allow homes to have to fronts. **Sec. 89-404** Reduce building setback from an arterial road, Sec. 89-1190 allow combined master detention facility, and **Sec. 89-1605** network standards.

1. **Will the variance cause substantial detriment to the public good?**

Yes. The requested variances collectively facilitate a development pattern that is more intensive than otherwise permitted by the Unified Development Code. The proposed reductions in arterial setbacks, modifications to access standards, and deviations from network requirements are necessary to accommodate the proposed development density and layout.

2. **Will the variance be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity?**

Yes. The requested variances would permit a more intensive development pattern within the Highway Corridor Overlay District and Small Water Supply Watershed than would otherwise be

allowed. The reduced setbacks and modified roadway design may adversely affect compatibility with surrounding properties.

3. **Will the variance diminish or impair property values within the surrounding neighborhood?**

Potentially. The proposed townhome development and commercial uses, including a convenience store with fuel pumps, represent a significant increase in development intensity compared to the surrounding area and may negatively affect the character of adjacent properties.

4. **Will the variance impair the purpose and intent of the Development Code?**

Yes. The requested variances are necessary to achieve the proposed site layout and development intensity. Approval would impair the purpose and intent of the Development Code by reducing standards related to arterial setbacks, street connectivity, access design, and development configuration established to promote orderly development and corridor protection.

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00071***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **Submitted - Online**

Apply Date: 05/18/2026

Expiration:

Location Address	Parcel Number
0 Highway 211 NW	**XX049 079B**

Contacts

Sullins Engineering, LLC **Property Owner** [redacted]	Sullins Engineering, LLC **Applicant** [redacted]
Sullins Engineering, LLC **24 Hour Contact** [redacted]	

Description: - FLUM amendment of ~2.10 acres from Suburban Residential to Traditional Residential
- Rezone ~2.10 acres from AG to R-2
- FLUM amendment of ~3.22 acres from Suburban Residential to Commercial Corridor
- Rezone ~3.22 acres from AG to C-2
- Variance from UDO Section 89-404 (b) to reduce the required building setback along arterial roads from 100' to 32' for R-3 and C-2 zonings.
- Variance from UDO Section 89-1190(b)(8)(c) to allow a combined master detention facility within a multifamiliy residential and commercial development.
- Variance from UDO Section 89-403(b) to allow townhomes to have rear vehicular access from a private street rather than an alley.
- Variance from UDO Section 89-1605(b)(1)(a) to allow a local street longer than 600 feet end have an intersection with a parking lot rather than an intersection with another local street.

Valuation:	**$0.00**
Total Sq Feet:	**0.00**

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees	
Amount Due:	

Condition Name	Description	Comments

Additional Information

Tax Parcel of Subject Property(s): XX049 079B
Intent for the Subject Property: : TOWNHOMES & RETAIL STRIP
Planning Application Types: Rezone - Future Land Use Map Amendment, Rezone - Multi-Family or Commercial or Industrial, Variance (In combination with other applications)

Issued By:

May 18, 2026
Date

AGENDA ITEM NO. VI.f

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Public Hearings**
SUBJECT:	**BOC2026-00072 (XX125 034) 1910 Parker Dr; Stanton Porter / Applicant; Russell & Erica Shipley / Owners.** Request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and reconfiguration.

Commission District:
District 1: Joe Goodman

Existing Land Use:
SINGLE FAMILY HOME

Existing Zoning:
R-1 (LOW DENSITY RESIDENTIAL)

Future Land Use Map Category:
RURAL RESERVE

Summary:

The applicant is requesting to rezone ±2.93 acres of Parcel XX125 034 from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and lot reconfiguration.

The proposed lot split will create Tract 1 consisting of approximately ±2.07 acres and Tract 2 consisting of approximately ±2.93 acres. Tract 1 will retain the existing single-family residence and remain zoned R-1. Tract 2 is proposed to be rezoned from R-1 to AG and combined with adjoining Parcel XX125 036, an existing ±16.85-acre AG-zoned tract, resulting in an approximately ±19.78-acre agricultural tract. The purpose of the request is to provide access and additional acreage to the adjoining property for future residential development.

The subject property is located within the Large Water Supply Watershed. Existing and future development is proposed to be served by private wells and septic systems.

ATTACHMENTS:

Planning Commission Recommendation
Staff Recommendations
Exhibit A
Site Plan
Letter of Intent
Proffered Conditions
Future Land Use Map
Zoning Map
Aerial Map
Summary
Staff Analysis & Agency Comments
Application

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 16, 2026**

BOC2026-00072 (XX125 034) 1910 Parker Dr; Stanton Porter / Applicant; Russell & Erica Shipley / Owners; Request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and reconfiguration.

Motion to recommend APPROVAL of the request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) with staff recommendations.

Motion made by District 3; Robert Lanham

Motion seconded by District 6; Jean Morrow

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON AUGUST 11, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) with the following conditions:

1. Tract 2 of Exhibit A must be combined by recorded plat with adjoining property XX125 036 at the same time Tract 1 is recorded with the newly proposed lot lines.

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(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

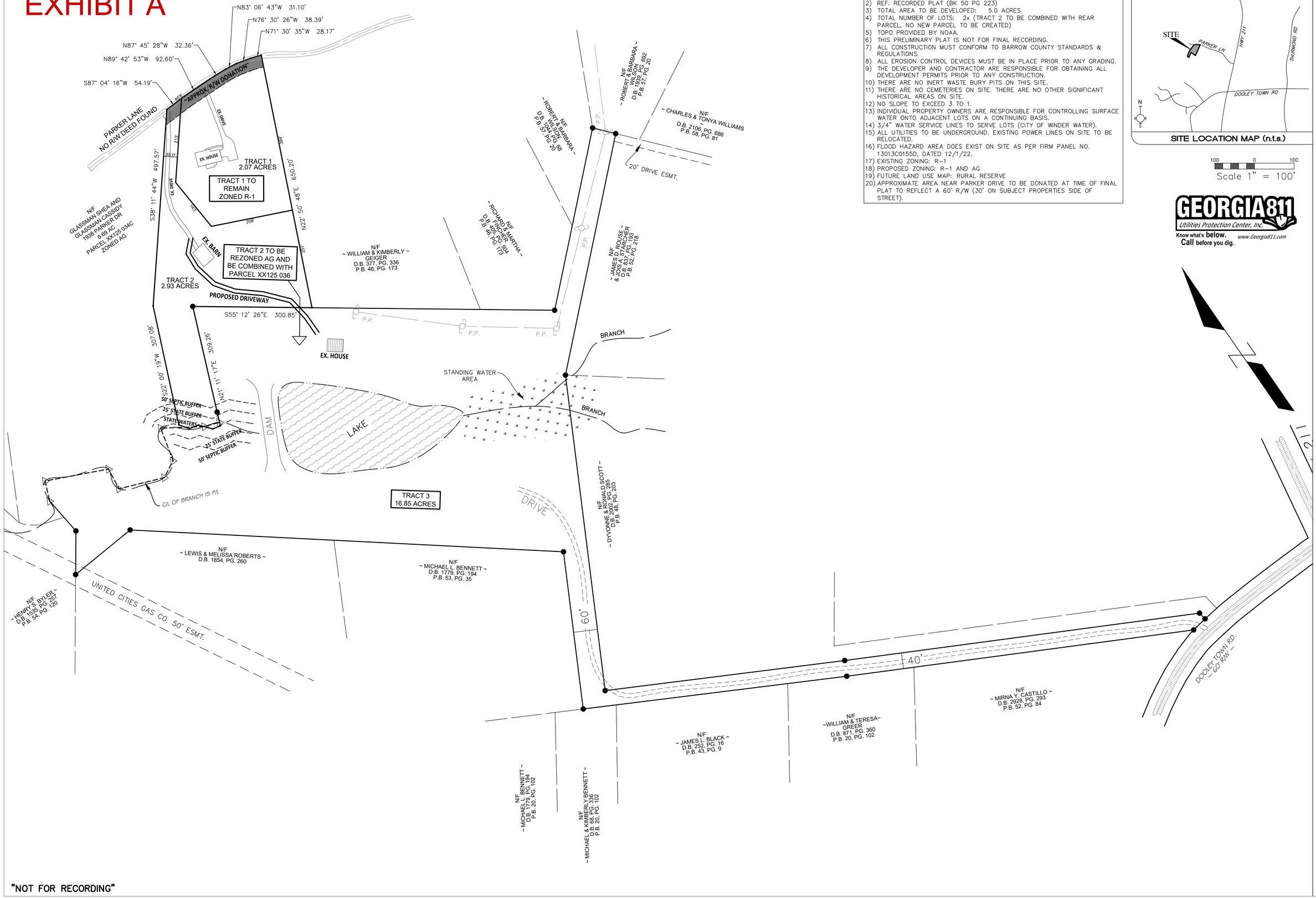
BOC2026-00072 (XX125 034) 1910 Parker Dr; Stanton Porter / Applicant; Russell & Erica Shipley / Owners; Request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and reconfiguration.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) with the following conditions:

1. Tract 2 of Exhibit A must be combined by recorded plat with adjoining property XX125 036 at the same time Tract 1 is recorded with the newly proposed lot lines.

EXHIBIT A



GENERAL NOTES

1) PROPOSED USE: RECOMBINATION OF LAND FOR DRIVEWAY ACCESS
2) REF. RECORDED PLAT (BK 50 PG 223)
3) TOTAL AREA TO BE DEVELOPED: 5.0 ACRES
4) TOTAL NUMBER OF LOTS: 2x (TRACT 2 TO BE COMBINED WITH REAR PARCEL, NO NEW PARCEL TO BE CREATED)
5) TOPO PROVIDED BY NOAA.
6) THIS PRELIMINARY PLAT IS NOT FOR FINAL RECORDING.
7) ALL CONSTRUCTION MUST CONFORM TO BARROW COUNTY STANDARDS & REGULATIONS.
8) ALL EROSION CONTROL DEVICES MUST BE IN PLACE PRIOR TO ANY GRADING.
9) THE DEVELOPER AND CONTRACTOR ARE RESPONSIBLE FOR OBTAINING ALL DEVELOPMENT PERMITS PRIOR TO ANY CONSTRUCTION.
10) THERE ARE NO INERT WASTE BURY PITS ON THIS SITE.
11) THERE ARE NO CEMETERIES ON SITE. THERE ARE NO OTHER SIGNIFICANT HISTORICAL AREAS ON SITE.
12) NO SLOPE TO EXCEED 3 TO 1.
13) INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR CONTROLLING SURFACE WATER ONTO ADJACENT LOTS ON A CONTINUING BASIS.
14) 3/4" WATER SERVICE LINES TO SERVE LOTS (CITY OF WINDER WATER).
15) ALL UTILITIES TO BE UNDERGROUND. EXISTING POWER LINES ON SITE TO BE RELOCATED.
16) FLOOD HAZARD AREA DOES EXIST ON SITE AS PER FIRM PANEL NO. 13013C0155D, DATED 12/1/22.
17) EXISTING ZONING: R-1
18) PROPOSED ZONING: R-1 AND AG
19) FUTURE LAND USE MAP: RURAL RESERVE
20) APPROXIMATE AREA NEAR PARKER DRIVE TO BE DONATED AT TIME OF FINAL PLAT TO REFLECT A 60' R/W (30' ON SUBJECT PROPERTIES SIDE OF STREET).

SITE LOCATION MAP (n.t.s.)

100 0 100

Scale 1" = 100'

GEORGIA811 Utilities Protection Center, Inc.
Know what's **below.** **Call** before you dig. www.Georgia811.com

"NOT FOR RECORDING"

REVISION:	DATE:

ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN STRICT CONFORMANCE WITH THE LATEST EDITION OF ALL APPLICABLE CODES AND REQUIREMENTS AND SHALL BE PERFORMED IN A WORKMANLIKE MANNER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING ALL UTILITIES WITHIN THE PROJECT LIMITS, BEFORE CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES DUE TO HIS OPERATION.

THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS.

THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING IN METRO ATLANTA DIAL 404-525-5000 THROUGHOUT GEORGIA DIAL 8002826741.

Sullins Engineering,LLC
26 EAST ATHENS STREET
WINDER, GA 30680
PHONE: (678) 687-6219
CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS ~ LAND PLANNERS

REZONE PLAN FOR:

1910 PARKER DRIVE

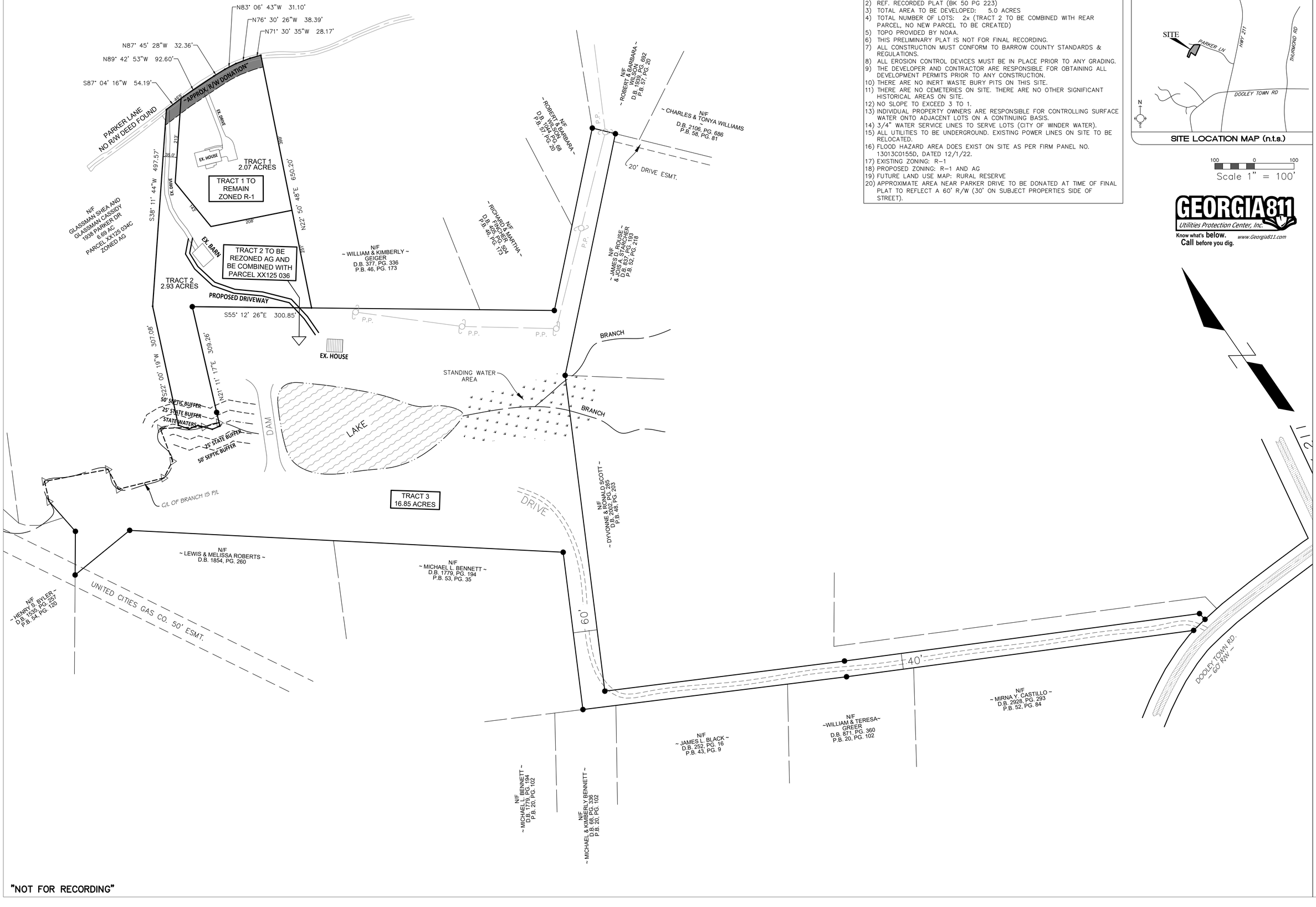
LOCATED IN:
EXISTING ZONING AG
PARCEL XX125 034
BARROW COUNTY, GEORGIA

GEORGIA REGISTERED No. 24443 PROFESSIONAL ENGINEER MATTHEW W. SULLINS

GSWCC # 939

DATE	JOB #
5/26/2026	4287

SHEET 1



GENERAL NOTES

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SITE LOCATION MAP (n.t.s.)

100 0 100
Scale 1" = 100'

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"NOT FOR RECORDING"

REVISION:

DATE:

ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN STRICT CONFORMANCE WITH ALL APPLICABLE CODES AND REGULATIONS REQUIREMENTS AND SHALL BE PERFORMED IN A WORKMANLIKE MANNER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, INCLUDING ALL UTILITIES NOT OWNED BY MEMBERS OF GEORGIA811, PRIOR TO CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES DUE TO HIS OPERATION.

THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS.

THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING IN METRO ATLANTA DIAL 404-525-5000 THROUGHOUT GEORGIA DIAL 800-282-7411.

Sullins Engineering, LLC
CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS ~ LAND PLANNERS

REZONE PLAN FOR:

1910 PARKER DRIVE

LOCATED IN:
EXISTING ZONING AG
PARCEL XX125 034
BARROW COUNTY, GEORGIA

GEORGIA
REGISTERED
No. 24443
PROFESSIONAL
ENGINEER
MATTHEW W. SULLINS

GSWCC # 939

DATE	JOB #
5/26/2026	4287

SHEET 1

STANTONPORTER LAW

Winder:
73 Church Street
P.O. Box 88
Winder, Georgia 30680
[redacted]

May 18, 2026

Barrow County Board of Commissioners
The Barrow County Planning Commission
Barrow County Courthouse Annex
30 N. Broad Street
Winder, Georgia 30680

Re: Rezone 2.93 acres from R-1 to AG for property located at 1910 Parker Drive, Statham, Georgia 30666, Tax Parcel XX125 034 to combine with neighboring lot and variance request for road frontage

Greetings:

This request concerns 2.93 acres of land located at 1910 Parker Drive, Statham, Georgia, identified as Tract 1 on the Site Plan submitted herewith. The applicant would like to request a rezone from R-1 to AG in order to combine with Parcel XX125 036 for future build of a residential property. Tract 2 will remain R-1. Said parcel already has septic approval and will use well water. This request is appropriate due to the location of the property and the surrounding zonings. Additionally when Tract 1 is combined with the neighboring property the road frontage will only be 54 feet. This variance is appropriate because the lot it is being combined with already has minimal road frontage and is currently accessed via an easement.

Regarding the factors that the County should consider, the following is provided:

1. This zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties. There are adjacent and nearby properties are zones commercial or industrial.

2. This zoning proposal would not adversely affect the existing use or usability of adjacent or nearby property.

3. This zoning proposal will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. Furthermore, fear of increased traffic is not a proper justification for the denial of this rezone.

4. This zoning proposal is in conformity with the policy and intent of the comprehensive land use plan. The area surrounding the subject property is already residential in character.

The denial of this proposed zoning, or the grant to a different zoning category, or the grant with unreasonable conditions, will result in substantial monetary damage to the owner. The subject property has been vacant for many years and cannot economically support the present value of the land as presently zoned. Furthermore, the denial of this request will violate the owner's rights of due process and equal protection, procedural and substantive, and violation of Article I, Section I, Paragraphs 1 and 2, and Article I, Section III, Paragraph 1 of the Georgia Constitution and the Fifth and Fourteenth Amendments to the United States Constitution. Denial of the rezoning will destroy owner's property rights without first paying just compensation. A denial of this application would constitute an arbitrary and capricious act by Barrow County without any rational basis therefore, constituting an abuse of discretion. A refusal to rezone the subject property so as to permit the only feasible economic use of the property would be unconstitutional and would discriminate in an arbitrary and capricious and unreasonable manner between the owner and owners' of similarly situated property. This application meets the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning as an expression of the government's police power.

For the foregoing reasons, the applicant and owner respectfully request that this rezone application be approved.

Sincerely,

STANTON PORTER LAW, LLC

By: *__/s/ Stanton E. Porter__*
Stanton E. Porter

Planning & Community Development
30 N. Broad St. Winder, GA 30680
(770) 307-3021
www.barrowga.org

PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

None.

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

Applicant's Signature: _____

Applicant's Name: Stanton Porter Date: May 18, 2026

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18 DAY OF May, 2026.

_____
NOTARY PUBLIC

My Commission Expires: 09/14/29

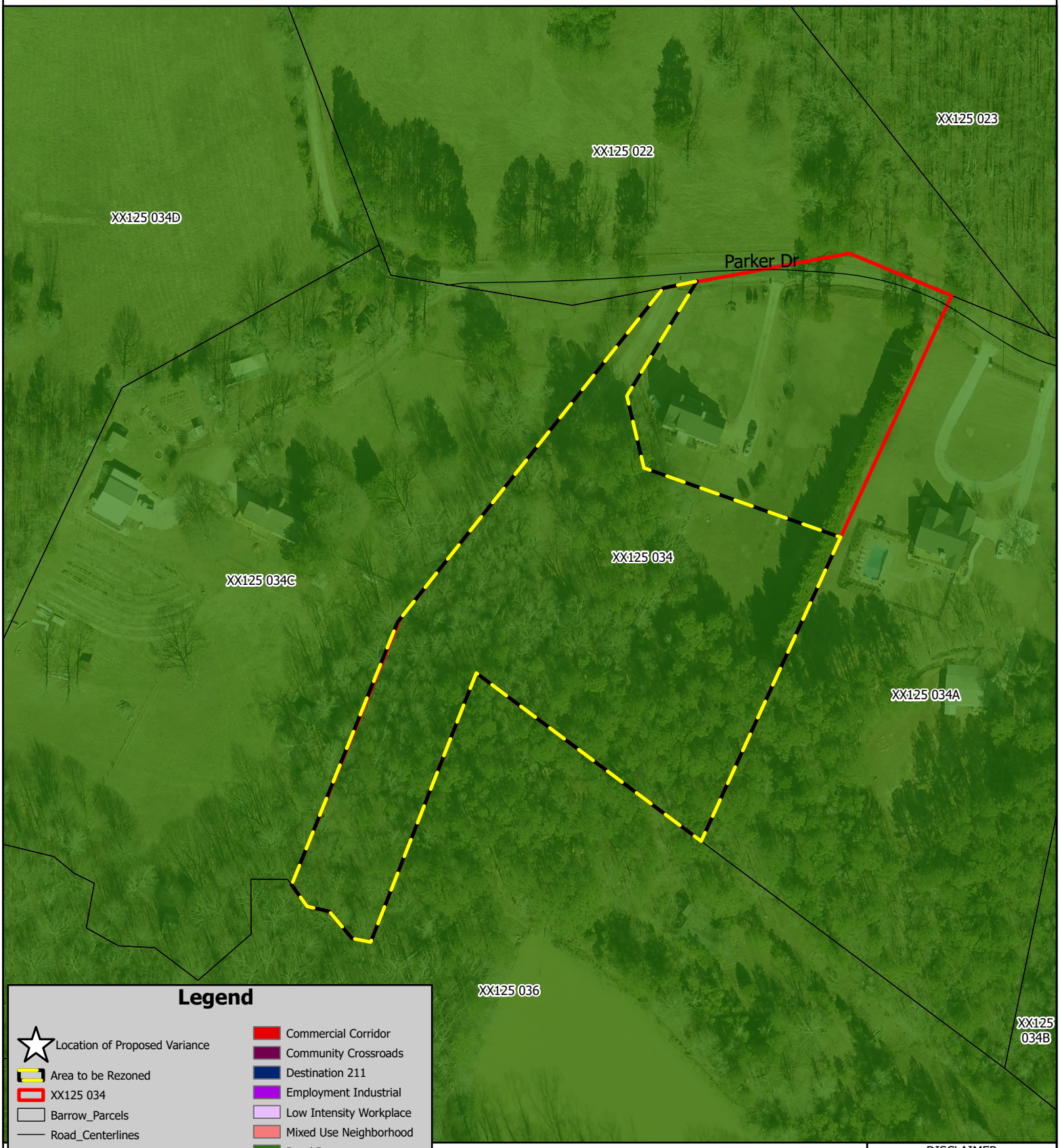
MEGHAN WYATT NOTARY PUBLIC WALTON COUNTY GEORGIA EXPIRES SEPTEMBER 14, 2029

Future Land Use Map

6/10/2026

BOC 2026-00072

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- Area to be Rezoned
- XX125 034
- Barrow_Parcels
- Road_Centerlines

Future_Development_Area

- 316 Innovation
- City of Auburn
- City of Statham
- City of Winder
- Commercial Corridor
- Community Crossroads
- Destination 211
- Employment Industrial
- Low Intensity Workplace
- Mixed Use Neighborhood
- Rural Reserve
- Rural Residential
- Suburban Residential
- Town of Braselton
- Traditional Residential

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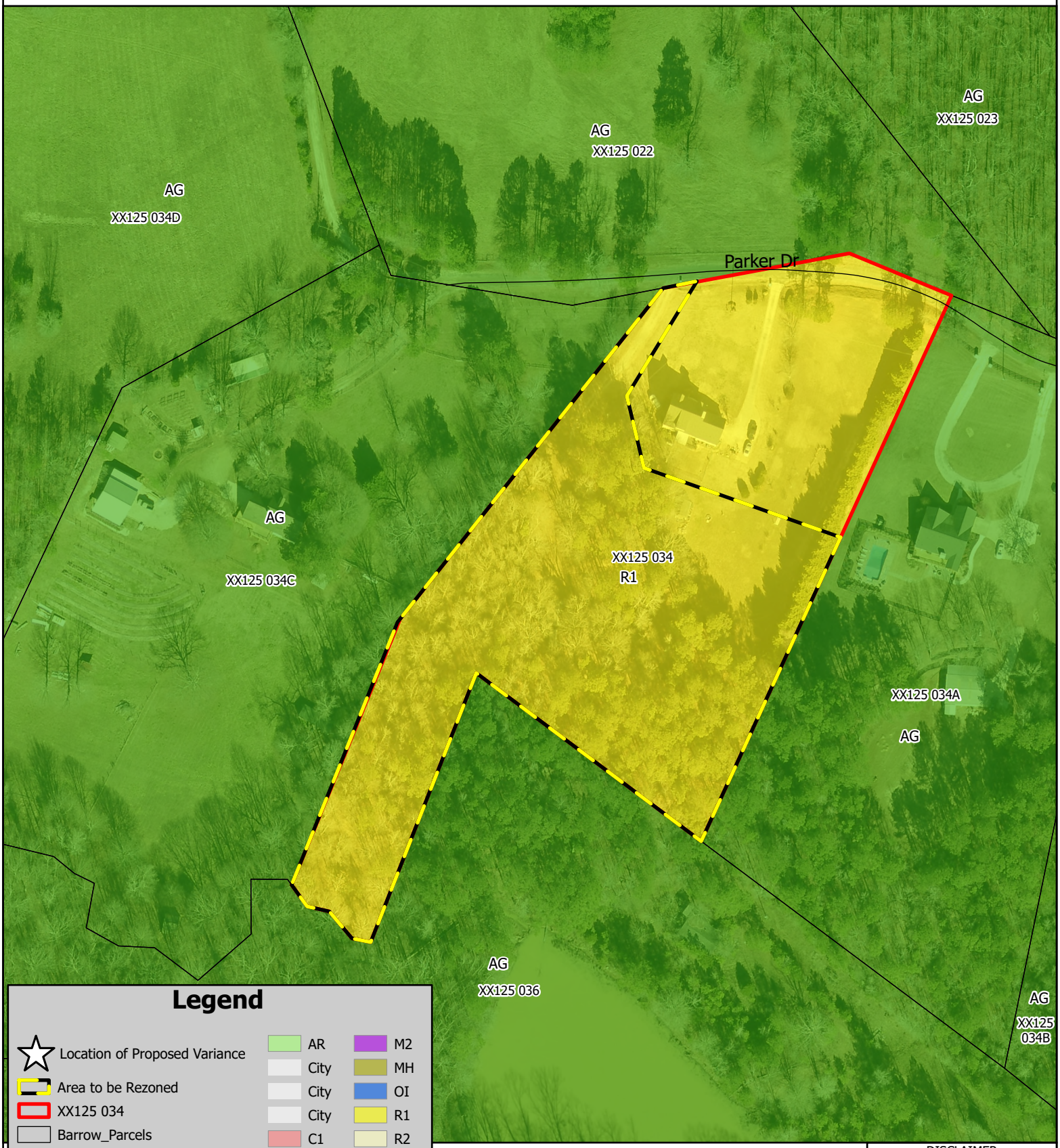
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Zoning Map

6/10/2026

BOC 2026-00072

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- Area to be Rezoned
- XX125 034
- Barrow_Parcels
- Road_Centerlines

Zoning_Districts

- AC
- AG
- AR
- City
- City
- City
- C1
- C2
- C3
- City
- City
- M1
- M2
- MH
- OI
- R1
- R2
- R3
- City
- City

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N W E S

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Aerial Map

6/10/2026

BOC 2026-00072

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- Area to be Rezoned
- XX125 034
- Barrow_Parcels
- Road_Centerlines

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(770) 307-3021 • planning@barrowga.org

PLANNING STUDY

BOC2026-00072 (XX125 034) 1910 Parker Dr; Stanton Porter / Applicant; Russell & Erica Shipley / Owners; Request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and reconfiguration.

SUMMARY

The applicant is requesting to rezone ±2.93 acres of Parcel XX125 034 from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and lot reconfiguration.

The proposed lot split will create Tract 1 consisting of approximately ±2.07 acres and Tract 2 consisting of approximately ±2.93 acres. Tract 1 will retain the existing single-family residence and remain zoned R-1. Tract 2 is proposed to be rezoned from R-1 to AG and combined with adjoining Parcel XX125 036, an existing ±16.85-acre AG-zoned tract, resulting in an approximately ±19.78-acre agricultural tract. The purpose of the request is to provide access and additional acreage to the adjoining property for future residential development.

The subject property is located within the Large Water Supply Watershed. Existing and future development is proposed to be served by private wells and septic systems.

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PLANNING STUDY

BOC2026-00072 (XX125 034) 1910 Parker Dr; Stanton Porter / Applicant; Russell & Erica Shipley / Owners; Request to rezone ±2.93 acres from R-1 (Low Density Single Family Residential) to AG (Agriculture) for an individual lot split and reconfiguration.

DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 06/10/2026

GDOT –
No Comments Received as of 6/10/2026

Transportation –
No comments

Fire – Reviewed by Capt. Brent Driscoll
No Comments Received as of 6/10/2026

Board of Education –
No Comments Received as of 6/10/2026

STAFF ANALYSIS

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

Yes. The Rural Reserve Future Land Use Category supports agricultural uses, large-lot residential development, and the preservation of rural character. The proposed rezoning will consolidate land into a larger agricultural tract and is consistent with the intent of the Rural Reserve designation.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

Yes. The surrounding area consists primarily of agricultural and low-density residential uses. The proposed R-1 zoning is compatible with the existing development pattern.

3. **Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?**

Yes. The proposed lot split will create one additional residential lot and is not anticipated to adversely affect surrounding properties.

4. **Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?**

Yes. The property is located within the Rural Reserve Future Land Use category, which supports low-density residential development. The proposed rezoning is consistent with this designation.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

The property can be used as currently zoned AR; however, the requested rezoning would allow the creation of two conforming residential lots consistent with the surrounding development pattern.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

No. The proposed lot split will create one additional residential lot and is not expected to create an excessive demand on public facilities or services.

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?**

No. The request is consistent with the existing Comprehensive Plan designation and surrounding development pattern.

8. **Does the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

Yes. The proposal allows reasonable use of the property while maintaining compatibility with surrounding land uses and regulatory standards.

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00072***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **Submitted - Online**

Apply Date: 05/18/2026

Expiration:

Location Address	Parcel Number
1910 PARKER DR, STATHAM, GA 30666	**XX125 034**

Contacts

Russell Shepley **Property Owner**	Stanton Porter **Applicant**
[redacted]	[redacted]

Description: Rezone portion from R-1 to AG to combine with neighboring tract

Valuation: $0.00
Total Sq Feet: 0.00

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees	
Amount Due:	

Condition Name	Description	Comments

Additional Information

Tax Parcel of Subject Property(s): XX125 034
Street Address: 1910 PARKER DR
Intent for the Subject Property: : The property owner would like to rezone a portion to combine with their neighboring land to give them deeded access to said land with hopes of building their house there in the future.
Is this Residential or Non-Residential?: Residential
Use Type: : Single Family
Is the Proposed Project Served by Sewer or Septic: Septic
Planning Application Types: Rezone - Individual Lot Split

Issued By:

May 18, 2026
Date

AGENDA ITEM NO. VII.a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Appointment
AGENDA SECTION:	**Consent Agenda**
SUBJECT:	Consideration to approve the re-appointment of Tommy Jennings to the Barrow County Water & Sewage Authority for a two-year term beginning August 11, 2026, and ending August 11, 2028. At large.

ATTACHMENTS:

AGENDA ITEM NO. VII.b

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Appointment
AGENDA SECTION:	**Consent Agenda**
SUBJECT:	Consideration to approve the re-appointment of John McKay to the Barrow County Water & Sewage Authority for a two-year term beginning August 11, 2026, and ending August 11, 2028. Commission District 6.

ATTACHMENTS:

AGENDA ITEM NO. VIII.a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Old Business**
SUBJECT:	**BOC2026-00047 (XX115 073, 075, 076, 083, 083A, 083B, 085) 0 Cash Rd, 0 Atlanta Hwy SE, 1508, 1498, 1494, & 1474 Bird Hammond Dr; Alex Mitchum / Applicant; Kosie Group LLC, Laverne Harwell, Neal & Glenese Holliday, Stephen Butler & Stacie Holiday, Stephen & Candis Hayes / Owners.** Future Land Use Map amendment (FLUM) to Low Intensity Workplace. Rezone ± 203.78 acres from AG (Agriculture) and AR (Agriculture Residential) to M-1 (Light Industrial) for an Industrial Park. Special Use request for a concrete plant within this new industrial park. Note: This item was tabled at the July 14, 2026, Voting Session. A public hearing has already been held.

Commission District:
District 1: Joe Goodman

Existing Land Use:
AGRICULTURAL TRACTS/ VACANT LAND

Existing Zoning:
AG (AGRICULTURAL) & AR (AGRICULTURAL RESIDENTIAL)

Future Land Use Map Category:
RURAL RESIDENTIAL

Summary:

The applicant is requesting to rezone ±203.78 acres from AG (Agricultural) and AR (Agricultural Residential) to M-1 (Light Industrial) to construct an industrial park. According to the applicant's letter of intent, the industrial park is intended to consist of 29 light industrial lots accommodating approximately 700,000 square feet of office, warehouse, and distribution space. Concurrent to the

rezoning, the applicant is requesting a future land use amendment from Rural Residential to Low Intensity Workplace, as the current character area destination does not support the M-1 zoning district. There are seven subject parcels considered in these requests - the parcel numbers for this proposed development are as follows: XX115 073, XX115 075, XX115 076, XX115 083, XX115 083A, XX115 083B, and XX115 085.

A rendering sheet was submitted, illustrating typical building elevations for the proposed average 30,000 square feet building types. The applicant has submitted the following proffered conditions:

1. A 50 ft undisturbed buffer around the perimeter.
2. Building facades to contain Brick, Stone, or Stucco Water Table as shown in exhibit "A".
3. Prohibit the following uses:
   a. Animal slaughtering
   b. Wood preservation
   c. Paper manufacturing
   d. Coal products manufacturing
   e. Explosives manufacturing
   f. Tire Manufacturing
   g. Junk yards
   h. Scrap yards
   i. Hazardous waste Collection Company
   j. Hazardous waste treatment and disposal
   k. Solid waste landfill
   l. Inert landfill
   m. Solid waste combustors and incinerators
   n. Asbestos abatement lead paint removal
   o. Mining, including stone mining and quarrying
   p. Livestock sale pavilion
   q. Cattle feedlots

Additionally, the applicant is requesting a Special Use approval for UDC Section 89-160, to allow a ready-mix concrete plant on "Lot 28"), under the requested M-1 zoning (as shown on the provided site plan; the LOI describes the concrete plant being located on ("Lot 21"). The site plan details the subject parcels to be divided into a total of 29 lots but other than the proposed special use for Lot 28 and the listed proffered conditions, no other details regarding additional potential industrial uses, building features, or site design/orientation were provided.

DRI Summary (DRI #4628):

The proposed development underwent regional review due to its scale. As noted in the DRI, the site is "mostly wooded and farmland" and would require demolition of two existing homes. Regional review found the project generally consistent with the Northeast Georgia Regional Plan's economic development goals, with the applicant estimating 700-1,000 full-time jobs at buildout. However, the report identifies several areas of concern requiring local attention:

- Traffic impacts are expected to be significant, with 650 to 850 peak-hour trips projected. The Georgia Department of Transportation (GDOT) stated that, if approved, they would need to review a traffic impact study prior to approval of any development permits, noting that nearby state routes may be affected.
- Environmental impacts include the presence of two streams, two ponds, and areas classified as wetlands or conservation land across several parcels. The DRI notes that 30-50% impervious coverage is anticipated and recommends maximizing buffers, incorporating low-impact stormwater

design, and adhering to the Georgia Stormwater Management Manual.
- Infrastructure demands include an estimated 0.058 MGD each for water and sewer. Approximately two (2) miles of sewer extension would be required to connect to the existing system, but the applicant stated that if such connection was infeasible, they would utilize individual, on-site wastewater treatment facilities.
- Interjurisdictional considerations include potential traffic effects on the City of Statham and proximity (1.59 miles) to the Barrow County Airport, with GDOT Aviation noting no conflicts provided construction equipment remains under 100 feet, at ground level.

ATTACHMENTS:

Planning Commission Recommendation.pdf
Staff Recommendations Revised 7-29-26.pdf
EXHIBIT A
Staff Recommendations.pdf
Letter of Opposition- BOC2026-00047.pdf
Letter of Opposition- RCV'D 6/18/26
Site Plan.pdf
Letter of Intent - Updated.pdf
Renderings.pdf
Bird Hammond Rendering Rcv'd 7-9-26.pdf
Bird Hammond Aerial Perspective Rcv'd 7-9-26.pdf
Proffered Conditions
FUTURE LAND USE MAP.pdf
ZONING MAP.pdf
Summary.pdf
AERIAL MAP.pdf
Staff Analysis & Agency Comments.pdf
Application
BUTLER PARK AT ATLANTA HIGHWAY COVENANTS - RCV'D 7/29/26
Letter of Opposition - Sue. H. Sheats - Received 8/4/26
Letter of Opposition - Deborah Hardegree - Received 8/6/26
Letter of Opposition - Barbara Harwell - Received 8/10/26

Planning Commission Recommendation

Planning Commission Public Hearing held on **June 18, 2026**

BOC2026-00047 (XX115 073, 075, 076, 083, 083A, 083B, 085) 0 Cash Rd, 0 Atlanta Hwy SE, 1508, 1498, 1494, & 1474 Bird Hammond Dr; Alex Mitchum / Applicant; Kosie Group LLC, Laverne Harwell, Neal & Glenese Holliday, Stephen Butler & Stacie Holiday, Stephen & Candis Hayes / Owners; Future Land Use Map amendment (FLUM) to Low Intensity Workplace. Rezone ± 203.78 acres from AG (Agriculture) and AR (Agriculture Residential) to M-1 (Light Industrial) for an Industrial Park. Special Use request for a concrete plant within this new industrial park.

Motion to recommend DENIAL of the Future Land Use Map amendment from Rural Residential to Low Intensity Workplace.

Motion made by District 1; Joe Vann

Motion seconded by District 3; Robert Lanham

Motion PASSED

Motion to recommend DENIAL of the request to rezone ±203.78 acres from AG (Agricultural) and AR (Agricultural Residential) to M-1 (Light Industrial) for an Industrial Park.

Motion made by District 3; Robert Lanham

Motion seconded by District 4; Jimmy Abdou

Motion PASSED

Motion to recommend DENIAL of the Special Use request to UDC Section 89-160, to allow a ready-mix concrete/cement manufacturing use.

Motion made by District 1; Joe Vann

Motion seconded by District 2; Hill Colvin

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON JULY 14, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **DENIAL** of the Future Land Use Map amendment from Rural Residential to Low Intensity Workplace. The proposed character area is inconsistent with the intent of the existing Rural Residential future land use designation and would introduce a significant industrial land use designation into an area currently planned for lower-intensity residential, agricultural, and transitional uses.

Staff recommends **DENIAL** of the request to rezone ±203.78 acres from AG (Agricultural) and AR (Agricultural Residential) to M-1 (Light Industrial) based on findings that the proposed zoning classification is not consistent with the intent of the current Rural Residential character area as described in the Comprehensive Plan.

Staff recommends **DENIAL** of the Special Use request to UDC Section 89-160, to allow a ready-mix concrete/cement manufacturing use. Pursuant to UDC Table 2.3, Principal Uses, ready-mix concrete plants are not permitted in the requested M-1 zoning district, nor are they permitted in the existing AG or AR zoning districts. Such asphalt and concrete uses are permitted with restrictions in the M-2 zoning district. Therefore, the proposed special use is not authorized within the requested zoning district, and staff cannot support approval of the request as submitted.

Should the Board see fit to recommend approval of the Future Land Use Map amendment and rezoning request, staff recommends the following conditions. Staff does not recommend approval of the Special Use request for the ready-mix concrete/cement manufacturing the use is not permitted within the requested M-1 zoning district pursuant to the UDC.

1. The development shall adhere to the minimum district standards of the M-1 (Light Industrial) district, as required by Table 4.1 and Table 2.3 in the UDC.
2. The development shall be limited to uses permitted in the M-1 zoning district pursuant to UDC Table 2.3. Any use not permitted in the M-1 zoning district, including ready-mix concrete plants, asphalt plants, concrete/cement manufacturing, or similar heavy industrial uses, shall be prohibited unless separately authorized through the applicable zoning process and located within a zoning district where such use is permitted.
3. The development shall be constructed in general conformance with the site plan and project materials submitted with the application, subject to revisions required by these conditions, the UDC, the Development Regulations, and any reviewing department or agency.
4. Building materials used for all four sides of any new or reconstructed buildings in the development shall be restricted to the following:
    a. Brick.
    b. Natural stone such as granite, limestone, marble or similar materials. Terra cotta or cast stone simulating natural stone is also acceptable. Painted stone is prohibited.
    c. Split-face block/concrete masonry unit (CMU) is restricted to no more than 50 percent of the surface area of each side of a principal nonresidential building.

d. Split-face block/concrete masonry unit (CMU) is considered prohibited materials for any multi-family residential building.
e. Stucco is restricted to no more than 50 percent of the surface area of each side of a building.
f. Glass and glass block.
g. Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building.
h. Precast or prestressed concrete may be used for industrial buildings.
i. Exposed concrete block or painted concrete block are considered prohibited materials for any exterior wall.

5. All common area landscaping shall be maintained by the industrial park management company/property owner(s) with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained, including any amenity areas.
6. A minimum 50-foot undisturbed buffer shall be provided around the perimeter of the development, as proffered by the applicant, except where necessary for approved access points, utility crossings, stormwater facilities, or other infrastructure approved by the County. Where the development is adjacent to residentially zoned or residentially used property, additional supplemental plantings, fencing, berms, or screening may be required during land disturbance permit or development plan review to mitigate impacts from loading areas, parking areas, outdoor storage, truck circulation, lighting, and building massing.
7. Outdoor storage, loading areas, refuse areas, service areas, truck courts, and mechanical equipment shall be screened from adjacent residential or agricultural properties and public rights-of-way in accordance with the UDC, as determined by the Planning and Development Department during development plan review.
8. All site lighting shall be implemented per UDC Article XV, Division 6 Dark Skys Compliance.
9. A traffic study shall be submitted to the appropriate GDOT contacts and to the Public Works Director, deemed acceptable and complete by said director, to determine if additional improvements such as dedicated left-turning lanes, center turn lanes, merge lanes, signalization, etc., are required for safe traffic operations along the county road and at each entrance. If the traffic study determines that further steps should be taken to protect the traveling public, the director of public works shall impose the additional requirements (UDC Section 89-1186). This revision is to be approved prior to the initial submittal of the land disturbance permit.
10. No land disturbance permit shall be issued until all required CSX/GDOT review and approval has been completed for any access or improvements impacting state routes, including Atlanta Highway SE, as applicable.
11. Truck access, internal circulation, and loading areas shall be designed to accommodate anticipated truck traffic without requiring truck staging or queuing within the public right-of-way. Final truck routes and internal circulation shall be subject to review and approval by the Public Works Director and Fire Marshal.

12. Water and sewer service shall be subject to review and approval by Barrow County Utilities. Any required water, sewer, or fire flow improvements shall be installed by the developer at no cost to the County prior to issuance of any certificate of occupancy for the affected phase or building.
13. If sewer connection is not available or feasible, any proposed on-site wastewater treatment facility shall be reviewed and approved by the appropriate local and state agencies prior to issuance of any development permit or certificate of occupancy for the affected lot or use.
14. All stormwater management facilities shall comply with the Georgia Stormwater Management Manual, the County's Development Regulations, and any applicable state or federal requirements. Low-impact design practices shall be incorporated where feasible, particularly near streams, wetlands, ponds, and conservation areas identified in the DRI.
15. The developer shall obtain all required local, state, and federal permits prior to land disturbance, including but not limited to permits related to streams, wetlands, stormwater, erosion and sedimentation control, and any applicable environmental approvals.
16. Uses prohibited by the applicant's proffered conditions shall remain prohibited, including:
    a. Animal slaughtering.
    b. Wood preservation.
    c. Paper manufacturing.
    d. Coal products manufacturing.
    e. Explosives manufacturing.
    f. Tire manufacturing.
    g. Junk yards.
    h. Scrap yards.
    i. Hazardous waste collection company.
    j. Hazardous waste treatment and disposal.
    k. Solid waste landfill.
    l. Inert landfill.
    m. Solid waste combustors and incinerators.
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    o. Mining, including stone mining and quarrying.
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    q. Cattle feedlots.
    r. Ready-mix concrete/cement manufacturing

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • www.barrowga.org

PLANNING STUDY

BOC2026-00047 (XX115 073, 075, 076, 083, 083A, 083B, 085) 0 Cash Rd, 0 Atlanta Hwy SE, 1508, 1498, 1494, & 1474 Bird Hammond Dr; Alex Mitchum / Applicant; Kosie Group LLC, Laverne Harwell, Neal & Glenese Holliday, Stephen Butler & Stacie Holiday, Stephen & Candis Hayes / Owners; Future Land Use Map amendment (FLUM) to Low Intensity Workplace. Rezone ± 203.78 acres from AG (Agriculture) and AR (Agriculture Residential) to M-1 (Light Industrial) for an Industrial Park. Special Use request for a concrete plant within this new industrial park.

STAFF RECOMMENDATION Revised 7/29/2026

Staff recommends **DENIAL** of the Future Land Use Map amendment from Rural Residential to Low Intensity Workplace. The proposed character area is inconsistent with the intent of the existing Rural Residential future land use designation and would introduce a significant industrial land use designation into an area currently planned for lower-intensity residential, agricultural, and transitional uses.

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10. No land disturbance permit shall be issued until all required CSX/GDOT review and approval has been completed for any access or improvements impacting state routes, including Atlanta Highway SE, as applicable.
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14. All stormwater management facilities shall comply with the Georgia Stormwater Management Manual, the County's Development Regulations, and any applicable state or federal requirements. Low-impact design practices shall be incorporated where feasible, particularly near streams, wetlands, ponds, and conservation areas identified in the DRI.
15. The developer shall obtain all required local, state, and federal permits prior to land disturbance, including but not limited to permits related to streams, wetlands, stormwater, erosion and sedimentation control, and any applicable environmental approvals.

16. Uses prohibited by the applicant's proffered conditions shall remain prohibited, including:
    a. Animal slaughtering.
    b. Wood preservation.
    c. Paper manufacturing.
    d. Coal products manufacturing.
    e. Explosives manufacturing.
    f. Tire manufacturing.
    g. Junk yards.
    h. Scrap yards.
    i. Hazardous waste collection company.
    j. Hazardous waste treatment and disposal.
    k. Solid waste landfill.
    l. Inert landfill.
    m. Solid waste combustors and incinerators.
    n. Asbestos abatement and lead paint removal.
    o. Mining, including stone mining and quarrying.
    p. Livestock sale pavilion.
    q. Cattle feedlots.
    r. Ready-mix concrete/cement manufacturing
17. The proffered covenants shown as Exhibit "A" shall govern the parcels for the proposed development and shall be reflected on the final recorded plat.

Received 7-29-2026

Exhibit "A"

SPACE ABOVE THIS LINE RESERVED
FOR RECORDERS USE

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

This Declaration of Covenants, Restrictions, and Easements for Butler Park at Atlanta Highway is made this _____ day of _____, 20__, by, BUTLER PARK AT ATLANTA HIGHWAY INDUSTRIAL BUILDING AUTHORITY, a body politic and corporate and political subdivision of the State of Georgia (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property located in Barrow County, Georgia, more particularly described on **Exhibit A** attached hereto and depicted on the site plan attached hereto as **Exhibit B**; and

WHEREAS, Declarant is developing on the property an industrial park known as Butler Park at Atlanta Highway and desires to impose upon the property mutually beneficial restrictions for the benefit of all owners of property within Butler Park at Atlanta Highway. Declarant desires to provide for reasonable procedures for the overall development of Butler Park at Atlanta Highway and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the property which will be subject to this Declaration; and

WHEREAS, Declarant will cause the Association (as hereinafter defined) to be formed as a non-profit organization to perform certain functions for the common good and general welfare of each owner and occupant within Butler Park at Atlanta Highway.

NOW, THEREFORE, Declarant hereby declares that all of the property described on **Exhibit A**, and any additional property that may be subsequently added to and subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. This Declaration is intended to protect the value and desirability of Butler Park at Atlanta Highway and this Declaration shall run with the title to the real property submitted to this Declaration and shall be binding on all parties having any right, title, or interest in any property subject to this Declaration or any part thereof, and their heirs, successors, successors-in-title and assigns; the easements, restrictions, covenants, and conditions of this Declaration shall inure to the benefit of each owner of property subjected to this Declaration and to the benefit of the Association.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the meanings assigned to them below, unless the context requires otherwise:

"Annual Assessments" shall mean the regular assessments for the Common Expenses levied from time to time in accordance with and as more fully described in Article V hereof.

"Areas of Common Responsibility" shall mean any property or improvements maintained, improved, or landscaped from time to time by the Declarant, the Development Review Committee, or the Association, and each of their respective agents or representatives, which property or improvements shall include, without limitation, (a) all Common Areas, (b) property which is owned by a Governmental Entity or which has been dedicated to a Governmental Entity where the terms and conditions of the dedication require continued maintenance of the dedicated property by the Declarant, the Development Review Committee, or the Association, or which is otherwise maintained by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, regardless of whether such property is also maintained by the Governmental Entity (c) Stormwater Management Facilities located on and serving one or more Lots and maintained by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, as provided herein, and (d) such other portions of Lots maintained, improved, or landscaped by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, pursuant to the terms of this Declaration.

"Assessments" shall mean, collectively, the Annual Assessments and the Special Assessments levied from time to time in accordance with and as more fully described in Article V hereof.

"Association" shall mean the non-profit, non-stock membership corporation to be incorporated under the Georgia Non-Profit Corporation Code and named "Butler Park at Atlanta Highway Owner's Association, Inc." (or another similar, available name conforming to Governmental Requirements), its successors and assigns. Unless otherwise expressly provided herein, any and all obligations, rights, powers, and authority granted to the Association by this Declaration shall inure to and be vested in the Declarant until the Association is incorporated.

"Board" shall mean the board of directors of the Association.

"Common Areas" shall mean all real property, including any Improvements located thereon from time to

time, owned, leased, or used by the Declarant, and thereafter the Association, for the common use and enjoyment of the Owners, their respective guests and invitees, or for the common benefit of Butler Park at Atlanta Highway. Common Areas may include, without limitation, (a) those areas designated by the Declarant, and thereafter the Association, as a "Common Area" by instrument or plat recorded in the records of the Clerk of the Superior Court of Barrow County, Georgia, (b) Stormwater Management Facilities and related Stormwater-Management-Facility infrastructure, and (c) conservation easement areas. Common Areas shall not include any property which has been dedicated to a Governmental Entity. Common Areas may be owned by the Declarant and shall be conveyed by the Declarant to the Association not later than ninety (90) days after Turnover.

"Common Expenses" shall mean the expenses incurred in connection with the administration of the Association and Development Review Committee, and for Improvements on and maintenance and operation of the Common Areas or any Areas of Common Responsibility by the Declarant, the Association, or the Development Review Committee, including, but not limited to, the expenses related to taxes and insurance, utility bills, repair and replacement of Improvements, supervision and security, signage, landscaping, drainage, irrigation and litter control.

"Declarant" shall mean the Winder-Barrow Industrial Building Authority, a body politic and corporate and political subdivision of the State of Georgia, its successors-in-title and assigns, provided any successor-in-title or assignee acquires or is conveyed all or any portion of the Property for the purpose of development or sale, and provided further that the "Declarant" designates the grantee of such conveyance to be the "Declarant" under this Declaration. Upon a grantor Declarant's designation of a successor Declarant in an instrument of conveyance, all rights and obligations of the former Declarant in and to such status as Declarant shall cease. Unless otherwise expressly provided herein, any duty, obligation, rights, power or authority granted to the Association by this Declaration shall inure to the Declarant until the incorporation of the Association.

"Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Easements for Butler Park at Atlanta Highway.

"Development Guidelines" shall generally mean the standards required for development on the Property as may be set forth in this Declaration, as amended from time to time, or as otherwise may be separately imposed by any rules or regulations adopted by the Declarant, the Development Review Committee, or the Association. The Development Guidelines shall at all times be subject to any additional or more restrictive applicable Governmental Requirements.

"Development Review Committee" shall mean the Development Review Committee created pursuant to Article III of this Declaration.

"Governmental Entity" shall mean the State of Georgia, Barrow County and any city, town, or other federal, regional, state, county, or municipal government or quasi-governmental entity (including, without limitation, any agency, authority, subdivision, department or bureau thereof) with jurisdiction over all or any portion of the Property.

"Governmental Requirements" shall mean any applicable laws, statutes, ordinances, rules, regulations, or requirements of any Governmental Entity.

"Improvement" shall mean any structure or other improvement of any kind, whether below, at, or above grade, located anywhere on the Property, including, but not limited to, all permanent or temporary buildings, structures, walks, towers, storage tanks, patios, loading facilities, driveways, signs, docks, walls, fences, screens, parking areas, drainage conduits, mechanical equipment, telecommunications equipment, berms, landscaping, light fixtures, site grading, other artificial earth movement, and any subsequent replacement, rebuilding, expansion or alteration thereof.

"Lot" shall mean a subdivided lot, parcel, tract, or portion of the Property subdivided as a Lot by the Declarant from time to time pursuant to the terms of this Declaration.

"Member" shall mean any member of the Association.

"Mortgagee" shall mean the holder of fee title or a security interest in any Lot by virtue of any mortgage, deed of trust, deed to secure debt or other security instrument, and that Mortgagee's successors and assigns.

"Occupant" shall mean any person occupying all or any portion of a building located on a Lot for any period of time, regardless of whether such person is a lessee, sublessee, tenant, subtenant, licensee, or the Owner of the Lot.

"MOU" shall mean that certain Memorandum of Understanding, as amended from time to time, encumbering the Property and initially executed prior to the date hereof by Declarant, Barrow County and Spring Mountain Center, LLC, a Georgia Limited Liability Company.

"Owner" shall mean the one (1) or more persons or entities (including Declarant) that are the record owner of fee simple title to any Lot or property hereafter subjected to this Declaration, but excluding in all cases any party holding an interest in a Lot or any property hereafter subjected to this Declaration merely as security for the performance of an obligation. An Owner may, from time to time, expressly designate an Occupant as the "Owner" hereunder in a lease from the Owner to the Occupant with a term in excess of one (1) year, provided that at any time there shall be only one (1) "Owner" of a Lot or any portion of the Property for purposes of this Declaration.

"Person" shall mean any natural person, trust, corporation, limited liability company, association, partnership, joint venture or other public or private legal business entity.

"Plans" shall mean the applicable plans and designs outlining the nature, kind, shape, height, materials, and location of any Improvements on the Property, including, without limitation, site plans, grading plans, architectural elevations, signage details, and landscape plans.

"Property" shall mean the real property described on **Exhibit A** attached hereto, and any additional property subjected to this Declaration pursuant to Article II, Section 4. The Property shall not refer to any property released from the terms and conditions of this Declaration pursuant to Article II, Section 4.

"Special Assessments" shall mean those special assessments other than Annual Assessments levied from time to time which are established and collected for the purpose of defraying, in whole or in part, any shortfall related to Common Expenses or the cost of any construction, reconstruction, repair, or replacement of a capital Improvement upon or serving any Common Areas or Areas of Common Responsibility.

"Stormwater Management Facility" shall mean a system on or related to the Property designed and constructed or implemented (a) to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or (b) to affect the quantity and quality of discharges of such water, as may be permitted by Governmental Requirements.

"Turnover" shall mean the transfer of Declarant's power to appoint or remove directors and officers of the Association and any other power of Declarant as set forth in this Declaration, upon the first to occur of: (a) the date upon which all of the Lots have been conveyed by Declarant to Owners other than Declarant; or (b) a surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by the Declarant.

ARTICLE II
PROPERTY RIGHTS AND CONTROL

Section 1. Consent to Declaration. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, shall take such interest subject to this Declaration and will be deemed to have assented to the terms and conditions hereof, whether or not (a) assent is expressed in a grantee's deed or instrument of conveyance, (b) such deed or conveyance is signed by the grantee thereof, or (c) any grantee otherwise consents in writing.

Section 2. Control.

(a) The authority and power to enforce the terms and conditions of this Declaration and any restrictions set forth herein, create and enforce the Development Guidelines, and to exercise any and all rights of the Association, until the incorporation of the Association, shall be vested in and inure solely to the Declarant. The Declarant may, in its sole discretion, delegate all or a portion of such authority and power, including the right to create and enforce Development Guidelines, to the Development Review Committee established pursuant to Article III hereof, in accordance with terms and conditions outlined herein. The incorporation of the Association shall occur at such time as Declarant may determine in its sole discretion, but in any event prior to Turnover.

(b) Declarant shall have the right and power to subdivide all or any portion of the Property owned by Declarant, without the joinder or consent of any other Person, into Lots. The Declarant shall exercise such right and power from time to time by (i) designating the Lot in a deed conveying a portion of the Property to an Owner, (ii) designating the Lot or Lots Declarant desires to designate as such by the terms of this Declaration; or (iii) by causing an appropriate plat or plats to be prepared of the Lot or Lots that Declarant desires to designate as such and by duly filing such plat or plats for public record in the Office of the Clerk of the Superior Court of Barrow County, Georgia. Declarant shall have the further right and power, but only with respect to portions of the Property owned by Declarant, to withdraw its designation of any part thereof as a Lot or Lots, to re-designate previously designated areas thereof as a Lot or Lots having different boundaries and configurations from those previously described, to re-combine two (2) or more previously designated Lots, and to divide or subdivide a Lot into two (2) or more Lots. To accomplish any withdrawal, re-designation, re-combination, or subdivision of a Lot or Lots, Declarant shall either make express provision in a deed conveying all or any portion

of the Property then owned by Declarant to an Owner or by filing in the public records an appropriate plat, which plat shall expressly refer to any other plat previously filed of public record which is superseded in whole or in part by the new plat. Except for the rights granted to Declarant under this Section 2, no Lot may be subdivided without the prior written consent of the Declarant at any time prior to Turnover, and following Turnover, without the prior written consent of the Association. All Lot withdrawals, re-designations, re-combinations and subdivisions shall comply with the terms and provisions of all applicable Governmental Requirements, including, without limitation, any zoning or development ordinance of Barrow County, Georgia. Notwithstanding the foregoing, the terms and provisions of this Section 2(b) of this Article II shall at all times be subject to the terms and conditions of the MOU until the expiration or earlier termination of the MOU.

Section 3. Ownership of Common Areas. Legal title in and to the Common Areas (or if such Common Areas are created or exist by virtue of a grant or reservation of easement, then the easement right and the benefit of use in and to such Common Areas) shall be vested in the Declarant until the Declarant conveys the Common Areas to the Association, which conveyance may occur from time to time and at any time, but in any event not later than the date which is ninety (90) days after Turnover. The Declarant or the Association, as the case may be, shall control the benefit, use, and enjoyment of the Common Areas. Declarant shall have the right at any time to convey or cause to be conveyed to the Association all or any portion of the Property owned by the Declarant, whether or not such portion of the Property was a Common Area prior to the conveyance, and which conveyance shall be by quitclaim deed and subject to all matters of record. Declarant or the Association, as the case may be, shall have the right, at any time, to dedicate or transfer all or any part of the Common Areas to any Governmental Entity, utility companies, public agencies or authorities for such purposes and subject to any conditions as Declarant or the Association, as applicable, may determine to be necessary or appropriate. Declarant or the Association shall further have the right to grant easements and rights-of-way to Governmental Entities, utility companies, and public agencies or authorities as it shall deem necessary for the proper service and maintenance of the Common Areas or any other portion of the Property; provided, however, that if any such easements or rights-of-way are to be located within the boundary lines of a Lot, Declarant or the Association, as applicable, shall, to the extent reasonably possible, attempt to limit the location thereof to setback areas or other areas so as to not materially and adversely affect the development and use of any Lot. The Common Areas shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof.

Section 4. Additional Property and Release of Property. Declarant may, at any time prior to Turnover, by an amendment filed in the records of the Clerk of Superior Court of Barrow County, Georgia, (a) subject additional property contiguous to the property described on **Exhibit A** to this Declaration, and (b) only with respect to portions of the Property owned by Declarant, release portions of the Property from the terms and conditions of this Declaration.

Section 5. Insurance. While either the Declarant or the Association (a) holds title to any Common Areas, or (b) undertakes to maintain, improve, or landscape any Area of Common Responsibility, the Declarant or the Association, as the case may be, may obtain commercial general liability insurance and property insurance covering the Common Areas and any Improvements thereon, with such coverage and with such limits as the title holder of the Common Areas may determine, from time to time, except as may be expressly set forth herein. Any premiums for insurance policies maintained by or on behalf of the Declarant or the Association shall be a Common Expense. In the event any insurance proceeds are not sufficient to defray the cost of repair to or reconstruction of any Common Area or Improvements thereon, the Declarant or the Association shall have the authority to and

shall levy a Special Assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Each Owner shall obtain additional insurance, at its own expense, affording commercial general liability coverage, along with fire and extended property damage coverage upon its Lot and its Improvements. Nothing herein shall prevent the Declarant or the Association from obtaining additional insurance coverages as each may determine from time to time, including, without limitation, an Association policy with coverage for Directors & Officers liability and coverage for employee theft.

ARTICLE III
DEVELOPMENT AND ARCHITECTURAL CONTROL

Section 1. Creation. The Development Review Committee shall consist of three (3) individual natural persons. The members of the Development Review Committee shall be appointed by Declarant. The Development Review Committee shall be a committee of the Association upon the incorporation of the Association. Upon the incorporation of the Association the right to appoint and remove the members of the Development Review Committee shall remain vested in Declarant, as specifically provided herein, until Turnover, at which time the right to appoint or remove Development Review Committee members shall be vested solely in the Association and exercised in accordance with the by-laws of the Association.

Section 2. Duties. No Improvement shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition or change to any Improvement be made until Plans for the Improvement have been submitted to and approved by the Development Review Committee.

Section 3. Approval. Owners shall submit all applicable Plans to the Development Review Committee in such form and detail as the Development Review Committee may deem necessary, and the Development Review Committee shall approve or disapprove the Plans within thirty (30) days. Each Owner shall, in the Plans, conspicuously note any proposed Improvements which may conflict with the Development Guidelines. In the event the Development Review Committee fails to approve or disapprove Plans within thirty (30) days, the Development Review Committee shall be deemed to have approved those portions of the Plans which do not conflict with the Development Guidelines. In no event may any Owner, without an express written variance issued by the Development Review Committee, commence construction of any Improvements unless and until Plans therefore are approved by the Development Review Committee. The Development Review Committee may, in its sole discretion, disapprove (a) any incomplete plans or (b) any Plans deemed by the Development Review Committee to be contrary to the best interests of the Property or any Owners. In the event the Development Review Committee expressly disapproves any Plans, the Owner may resubmit corrected, amended, or revised Plans to the Development Review Committee not sooner than ten (10) days after receipt of the disapproval. Any Plans for any temporary structures shall include provisions for dismantling and removing the temporary structures. Decisions of the Development Review Committee shall be made upon the majority vote of the members of the Development Review Committee unless otherwise expressly provided in the Bylaws of the Association.

Section 4. Interior Alterations. An Owner may make Improvements and alterations within the interior of any building on its Lot without obtaining Development Review Committee approval therefor; provided, however, that no Owner shall make any structural alterations in or to Improvements on its Lot or remove any portion thereof or make any additions thereto or do anything else that changes the exterior appearance of the Owner's

Improvements without first submitting Plans therefor to and obtaining the approval of the Development Review Committee.

Section 5. Violations. If an Owner proceeds to construct Improvements without the approvals required by this Article III, the Declarant, the Development Review Committee, the Association, and every Owner shall be irreparably harmed thereby, and the Declarant, the Development Review Committee, the Association, and each Owner may have no adequate remedy at law for an Owner's breach of this Article III. Therefore, in the event any Owner or Occupant, or their agents or representatives, commences any Improvement without the approvals required pursuant to this Article III, then the Declarant and the Development Review Committee shall have the right to take any action necessary to obtain a restraining order barring the Improvements from a court having proper jurisdiction over the matter. The foregoing rights shall inure to the Association upon the incorporation of the Association. The costs incurred by the Declarant, Development Review Committee, or Association for any successful enforcement of this Declaration shall be levied against the Owner of the Lot upon which such construction was commenced.

Section 6. Variances. The Development Review Committee shall have the power and authority, in its sole discretion, to grant variances in writing to any Owner, modifying or waiving the Owner's compliance with any portion of the Development Guidelines. All variances shall be reasonably consistent with the terms, conditions, and purpose of this Declaration, and shall not materially or adversely affect any existing Improvement(s). No waiver or variance shall be construed to apply to any Lot or any matter other than the particular Lot or matter that is the subject of the waiver or variance, and no waiver or variance shall be construed as an ongoing or continuing waiver of or variance as to any rights and duties imposed by this Declaration, which shall continue, but for the particular waiver or variance, in full force and effect.

Section 7. Liability. Declarant, the Association, the Board or any of its members, and the Development Review Committee or any of its members, shall not, individually or in combination, be liable in damages or otherwise to anyone or any business entity submitting Plans for approval or to any Owner affected by an action taken with respect to such a submission, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans. Declarant, the Association, the Board or any of its members, and the Development Review Committee or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering, or related defect associated with any Improvement constructed on the Property. Without limiting the foregoing, in no event shall any approval, inspection, or certification given by the Development Review Committee, the Declarant, or the Association with respect to any Plans or inspection or approval of any Improvements be in any way deemed to be a warranty of compliance with any applicable laws, rules, regulations, codes or guidelines, including, but not limited to, any health, safety, building or zoning codes, laws, rules or regulations.

ARTICLE IV
ASSOCIATION

Section 1. Purpose. The Association, once formed, shall exist for the sole purpose of performing certain functions for the common good and general welfare of the Owners and of the Property. The Association shall not take any action inconsistent with the promotion of the common good and welfare of the Owners and of the

Property. The Board shall manage and control the affairs of the Association. The number of directors and the method of election of directors to the Board shall be set forth in the by-laws of the Association.

Section 2. Membership. Every person or entity who is an Owner shall be deemed to be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot; provided, however, that if an Occupant has been designated as the "Owner" of a Lot as provided herein, only the Occupant (and not the record owner) shall have a membership and be entitled to vote while designated as the Owner.

Section 3. Voting. As may be more fully set forth in the articles of incorporation or the bylaws of the Association:

(a) Each Owner, with the exception of Declarant, shall be a "Class A" Member of the Association and shall be entitled to one (1) vote for each Lot owned so long as the Member is in good standing. When more than one (1) individual or entity holds a fee ownership interest in a single Lot, all such individuals and entities shall be Members, but they will collectively be entitled to only one (1) vote per Lot. In the event of joint ownership of a Lot, the vote for the Lot may be exercised as the Owners shall collectively determine, however, the failure of joint owners to agree on how to cast their vote with respect to any matter before the Association shall be deemed an abstention as to such matters. In no event shall the Association be required to make any determination with respect to the casting of votes by joint Owners.

(b) The Declarant shall be the sole "Class B" Member and shall be entitled to the greater of (i) three (3) votes for each Lot owned by the Declarant, or (ii) the total number of outstanding Class A votes plus one (1). The Class B membership shall terminate and be converted to Class A memberships upon Turnover, with all of the rights of Class A membership as may be set forth herein.

(c) The Declarant (until Turnover) or the Association may suspend the voting rights of any Member who is delinquent in the payment of any Assessment levied by the Association or who is in violation of any rules and regulations adopted by the Association.

(d) Notice and quorum requirements for meetings of the Association and for actions proposed by the Association may be set forth in the articles of incorporation or the by-laws of the Association.

Section 4. Appointment of Officers and Directors; Turnover.

(a) Until Turnover, Declarant shall appoint and remove the members of the Board.

(b) Upon Turnover, the right to appoint and remove directors and officers of the Association shall automatically pass to the Owners. At the time of Turnover, a special meeting of the Association shall be called by the Declarant, and the Members shall elect a Board, which shall immediately undertake its responsibilities. Declarant shall deliver to the Board the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association in Declarant's possession.

Section 5. Insurance. The Association may obtain commercial general liability insurance and property insurance covering the Common Areas and any Improvements thereon providing such coverage and with such

limits as the Association may determine, from time to time. Any premiums for insurance policies maintained by or on behalf of the Association shall be a Common Expense. In the event any insurance proceeds paid to the Association are not sufficient to defray the cost of repair to or reconstruction of any Common Areas or Improvements thereon, the Association shall have the authority to and shall levy a Special Assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Each Owner shall obtain additional insurance, at its own expense, affording commercial general liability coverage, along with fire and extended property damage coverage upon its Lot and its Improvements.

ARTICLE V
MAINTENANCE AND ASSESSMENTS

Section 1. Common Areas. The Declarant, until the incorporation of the Association, shall maintain and replace, and keep in good repair the Common Areas and the Areas of Common Responsibility, including, without limitation, all landscaping and Improvements situated upon or serving the Common Areas and the Areas of Common Responsibility. The foregoing shall be the responsibility of the Association upon the incorporation of the Association. The cost of the Declarant's or the Association's maintenance obligations shall be a Common Expense.

Section 2. Lots. Each Owner shall be solely responsible for maintaining the portions of its Lot and all Improvements thereon in a safe, clean, and attractive condition, free of all paper, debris, and trash, and in a manner consistent with the Development Guidelines and with the general appearance of other portions of the Property. Without limiting the foregoing, each Owner shall promptly remove all litter, trash, refuse, and waste; mow the lawn on a regular basis; prune trees and shrubs; water landscaped areas; keep all Improvements, exterior lighting, and maintenance facilities in good repair and working order; keep landscaped areas alive, free of weeds, and attractive; keep driveways and parking areas in good repair; promptly repair exterior damage to Improvements. The Owner and Occupant of any Lot shall observe all applicable building codes, health regulations, zoning restrictions, or similar Governmental Requirements. The Declarant, until the incorporation of the Association, shall have the right, privilege, and license to make any and all corrections, repairs, Improvements, and landscape maintenance at the expense of the Owner should the Owner of any Lot fail to remedy any deficiency in the maintenance of the landscaping and general maintenance of the Owner's Lot within seven (7) days' written notice. The foregoing right, privilege, and license shall inure to the Association upon the incorporation of the Association. All costs incurred by the Declarant or the Association as a result of performing any maintenance obligation of an Owner shall be included with the Assessments levied as to that Owner, and each Person who is an Owner shall be personally liable to the Declarant or the Association, as the case may be, for all direct or indirect costs incurred by the Declarant or Association as a result of performing repairs or maintenance on behalf of an Owner pursuant to this Section.

Section 3. Creation of a Lien and Obligation for Assessments.

(a) Every Owner of a Lot, by acceptance of a deed therefor, agrees that the Declarant, until the incorporation of the Association, may levy, and each Owner agrees to pay, all Assessments. The foregoing right shall inure to the Association upon the incorporation of the Association. The Annual Assessments shall be used for Common Expenses. No Owner may waive or otherwise escape liability for Assessments for any reason, including, without limitation, by the non-use of any Common Area or by abandoning a Lot or any Improvement

thereon.

(b) All Assessments, together with any interest (as provided in Section 7 of this Article V), collection costs, and reasonable attorneys' fees that may accrue due to an Owner's failure to pay Assessments in a timely manner, shall be charged on the Lots and shall be (i) a continuing lien upon any Lot against which each Assessment is made, and (ii) the personal obligation of any Person who is an Owner of a Lot at the time each Assessment is levied. Each Owner shall be personally liable for all Assessments against the Lot of such Owner coming due while such Owner is the holder of title, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the personal liability of a grantee for the unpaid assessments of its grantor (including, but not limited to any interest, costs or reasonable attorneys' fees applicable to or related to such unpaid assessments) shall not apply to any Mortgagee holding a first priority mortgage taking title through foreclosure proceedings or deed in lieu of foreclosure.

Section 4. Special Assessments. In addition to the Annual Assessments, the Declarant, until the incorporation of the Association, may levy a Special Assessment at any time. The foregoing right shall inure to the Association upon the incorporation of the Association. Upon levying a Special Assessment, the Declarant or the Association, as the case may be, shall send a written notice to each Owner stating (a) the amount of the Special Assessment owed by such Owner, (b) the basis for the calculation of the Special Assessment assessed against such Owner's Lot in relation to all Special Assessments concurrently levied, and (c) that unless the Owner pays the Special Assessment levied against that Owner's Lot(s) within thirty (30) days following the Owner's receipt of the statement, payment of the Special Assessment shall be delinquent and shall bear interest in accordance with Section 7 of this Article V from the date when due until the receipt of full payment by the Association.

Section 5. Allocation of Assessments. All Assessments shall be assessed against Lots in a uniform manner, based upon (a) the acreage of a particular Lot relative to the total number of acres comprising all of the Lots, (b) the linear frontage of the Lots which are adjacent to right-of-ways or roadways, as compared to the total linear frontage of all Lots along right-of-ways and roadways (which, by way of example and not by limitation, may be employed when proportionate acreage would not equitably allocate right-of-way landscaping expenses), (c) a combination of the foregoing methods, or (d) such other equitable allocation of Assessments as the Declarant or the Association, as the case may be, may determine in their sole discretion.

Section 6. Due Dates of Annual Assessments. Annual Assessments shall commence as to any Lot at a date established by the Declarant or the Association, as the case may be. The first (1st) Annual Assessment shall be adjusted according to the number of months remaining in the calendar year in which the first (1st) Annual Assessment is levied. The Declarant or the Association shall determine Annual Assessments on an annual basis and thereafter levy Assessments in such manner and on such dates as may be fixed by the Declarant or the Association. Unless otherwise provided by the Declarant or the Association, as the case may be, all Assessments or any portion thereof levied shall be due within thirty (30) calendar days after the receipt by Owner of an invoice or statement for the Assessments.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) Any Assessment not paid on or before the date when due shall be delinquent and shall accrue interest thereon at a rate equal to ten percent (10.0%) per annum. If an Assessment is not paid within thirty (30) days of the due date, the Declarant or the Association, as the case may be, may enforce and foreclose the lien

for Assessments against the Lot as provided by and in accordance with the procedures set forth by O.C.G.A. § 44-3-232 (as amended or superseded from time to time), and/or bring an action at law or equity against any Person personally obligated as an Owner to pay an Assessment. All of the remedies permitted or available to the Declarant or the Association under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(b) If the Declarant or the Association chooses to enforce the lien for Assessments, the Declarant or the Association, as the case may be, shall prepare a written notice of an Assessment lien setting forth the amount of the unpaid indebtedness, the date that the unpaid indebtedness was due, the name of the Owner of the Lot or portion of the Property covered by such lien, and a description of such Lot or portion of the Property. The lien notice shall be signed on behalf of the Declarant or the Association and shall be recorded in the records of the Clerk of Superior Court of Barrow County, Georgia. The lien shall attach with the priority set forth in this Declaration and from the date that such payment becomes delinquent.

(c) The personal obligation of any Person who is an Owner of a Lot and the lien for Assessments shall include all interest accruing on the unpaid Assessments pursuant to this Section 7, along with the costs of collection, including court costs, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees. The Declarant or the Association, as the case may be, acting on behalf of the Owners, shall have the power to credit bid up to an amount equal to all unpaid Assessments, costs, and fees for the Lot at a foreclosure sale to enforce its lien, and to acquire, hold, and convey title to any Lot acquired through the foreclosure sale. During the period the Lot is owned by the Declarant or the Association following foreclosure, no Assessment shall be assessed or levied on such Lot foreclosed upon.

Section 8. Subordination of Assessment Lien to First Mortgages. The lien on any Lot for the Assessments provided for herein shall be superior to all other liens except for (a) the lien for ad-valorem taxes and any other liens which, by law, would be superior to a lien for Assessments, and (b) the lien and security title of any first priority mortgage of record made in good faith and for value to an institutional Mortgagee such as a bank, savings and loan association, real estate investment trust, holder of industrial revenue bonds, or insurance company, unless a suit and lis pendens to enforce the lien for Assessments shall have been filed in a court of competent jurisdiction prior to the recordation of such mortgage; provided, however, that any Mortgagee or other purchaser at any trustee's, mortgagee's, or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner of the Property effective upon the date of acquisition. No sale or transfer shall relieve (y) any selling or transferring Owner from liability for any Assessments levied prior to the sale or transfer (whether or not coming due subsequent to such sale or transfer), or (z) the transferred Lot from liability for a lien of any Assessment thereafter coming due.

Section 9. Delegation of Rights and Obligations to Development Review Committee. Notwithstanding the foregoing or any other terms and conditions of this Declaration, the Declarant may, at any time prior to and until the incorporation of the Association, delegate to the Development Review Committee any or all of the rights, privileges, licenses and obligations allocated to Declarant pursuant to this Article V, including, without limitation, the right to levy Assessments and enforce the provisions hereof.

ARTICLE VI
PERMITTED USES

Section 1. General Permitted Uses and Restrictions.

(a) Unless otherwise restricted herein, the following uses shall be permitted on the Property:

(i) Any commercial or industrial use which involves manufacturing, processing or assembly operations or the storage and sale of heavy materials, products or equipment; but not including uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard or other objectionable conditions to nearby areas;

(ii) Bakeries and other establishments manufacturing prepared foods and miscellaneous food products;

(iii) Bottling plants;

(iv) Cabinet shops;

(v) Clinics, cafeterias, employee credit unions and recreational facilities appurtenant to such uses for employees only;

(vi) Cold storage, ice plants and freezer lockers;

(vii) Dairy plants and ice cream manufacturing;

(viii) Distribution of products and merchandise;

(ix) Vocational education and training facilities;

(x) Electrical appliances and equipment, sales, and repairs;

(xi) Electronic manufacturing and assembly plants;

(xii) Fabricating shops such as woodworking, upholstery, and sheetmetal shops;

(xiii) Miniwarehouses;

(xiv) Offices and administrative facilities;

(xv) Plumbing shops and other contractors, including open storage of materials when located in the rear yard in accordance with the requirements of this Declaration;

(xvi) Printing, publishing and reproducing establishments;

(xvii) Sign painting and fabricating shops;

(xviii) Textile manufacturing plants;

(xix) Tire recapping and retreading shops;

(xx) Wholesaling or warehousing; and

(xxi) Customary accessory buildings and uses.

(b) No Owner may use the Lot or any portion of the Property in such a manner as to increase the fire insurance rating applicable to present or future Improvements of others in the immediate vicinity of the Lot.

(c) No Owner or Occupant of any Lot may conduct any activity on any portion of the Property which results in objectionable noises, sounds, or smoke; the emission of noxious, toxic, or corrosive fumes; the emission of dust, dirt, or fly ash; the use, production, storage, or handling of fire or explosive hazards, and no Lot or any portion of the Property shall be used so as to cause a nuisance. A "nuisance" as used herein may include, without limitation, any activity which (i) annoys, disturbs, or affects the Owners and/or Occupants of any Improvement or Lot, or the owners or occupants of property contiguous to the Property; (ii) obstructs or interferes with the reasonable or compatible use of a Lot, the Property, or any lot or property contiguous to the Property; (iii) renders the usage or occupancy of any Improvement potentially dangerous or damaging to persons or property located on the Property or any property contiguous thereto; or (iv) violates any applicable Governmental Requirement.

Section 2. Specific Use Restrictions. Notwithstanding the restrictions outlined in Section 1 of this Article VI, the following uses shall not be permitted on the Property unless otherwise approved in writing by Declarant:

(a) any distilling, brewing, refining, smelting, agricultural, forestry, excavation, or mining operations, and any drilling for and/or removal of subsurface substances;

(b) any mobile home parks, trailer courts, labor camps, junkyards, stockyards, or animal raising or care facilities; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction, or maintenance;

(c) any radio, television, and other communication transmission towers, provided, however, that this prohibition shall not be applicable to appropriate communication transmission towers expressly approved by the Development Review Committee and located on portions of the Property (a) not reasonably usable in accordance with the uses permitted by Section 1(a) of this Article VI, and (b) only upon the express prior written consent of the Development Review Committee;

(d) any dumping, disposing, incineration, or reduction of garbage, provided, however, that this prohibition shall not be applicable to appropriate garbage management appurtenant to a permitted use in accordance with the Development Guidelines;

(e) any automotive, boat, or trailer or recreational vehicle sales, leasing, display, service, or body shop repair operations;

(f) any bowling alleys or skating rinks;

(g) any live performance theaters;

(h) any veterinary hospitals or animal raising or boarding facilities;

(i) any mortuaries, crematoriums, or funeral homes;

(j) any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits, either live or by other means, to any degree, nude or partially clothed dancers or entertainers and/or any massage parlors or similar establishments;

(k) any dry-cleaning plant or facilities;

(l) any auction or public sale facility, pawn shop, flea market, amusement or video arcade, pool or billiard hall, car wash, convenience store, gas station, or dance hall;

(m) any bingo halls, gambling facilities, or related operations, including, without limitation, off-track or sports betting parlors, or facilities for table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines, or similar devices.

(n) any dwellings (including, without limitation, permanent residential dwellings, and temporary or transient dwellings such as inns, hotels, or motels);

(o) any sewage treatment plants or facilities, except for pretreatment facilities.

Section 3. Zoning. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, all Owners at all times shall use their Lot and the Property in compliance with all applicable Governmental Requirements, including, without limitation, all applicable zoning ordinances applicable to the Property.

ARTICLE VII
ADDITIONAL DEVELOPMENT GUIDELINES AND COVENANTS

Section 1. Construction. Any builder employed by an Owner may conduct its construction operations and activities on that Owner's Lot or any portion thereof and do all things reasonably necessary as required expeditiously to commence, continue, and complete construction of Improvements thereon, including the provision of temporary buildings and/or trailers for administration of work and for the storage of materials and equipment. The open storage of building materials and equipment and the construction of temporary security fences and lighting shall be confined solely within the boundaries of a Lot. All Lots shall be kept reasonably clear during any construction period, and the Owner of any such Lot shall be responsible for ensuring that

construction debris is not left on any other Lot or within any right-of-way or easement. The Development Review Committee may designate points of ingress and egress to individual Lots for construction vehicles. Each Owner shall be responsible for all damages (such as, but not limited to, air pollution, soil erosion, damage to rights-of-way, landscaping, or other Common Areas, elimination of trees without replacement, or increased water runoff rates) to areas outside that Owner's Lot resulting from any construction, alteration, maintenance, repair, replacement, or removal of Improvements.

Section 2. Setbacks. All buildings shall be set back a minimum of seventy-five (75) feet from any street or public right-of-way fronting the building; twenty (20) feet from any side-yard property line; and twenty (20) feet from any rear-yard property line. In addition, all parking must be located at least ten (10) feet from any property line and no building or portion of a building may be located any closer than ten (10) feet from any parking area in front of a building.

Section 3. Site Coverage. The building-to-land ratio (the footprint of the building coverage on the land) shall be no less than ten percent (10%) and not more than sixty percent (60%) for any Lot unless written approval is given by Declarant.

Section 4. Subdivision. No Owner may subdivide a Lot without the prior written approval of the Development Review Committee.

Section 5. Parking. Each Lot shall have off-street automobile parking, and no parking shall be permitted on any street, driveway, entrance, or any other location, other than in approved parking spaces. All parking areas shall be paved with asphalt or concrete and shall have concrete curbs and gutters around their perimeters, except in locations where expansion is anticipated. No trucks or motor vehicles other than passenger vehicles may be parked or stored in any automobile parking area located within seventy-five (75) feet from any street or public right-of-way fronting a building, and no passenger vehicle parked within seventy-five (75) feet of any street or public right-of-way fronting a building shall have applied thereon or attached thereto any sign or advertising which is inconsistent with the intent of any signage criteria provided in this Declaration, as may determined by the Development Review Committee, in its sole discretion.

Section 6. Loading. All loading or staging areas shall be paved. All loading areas shall be at least one hundred twenty (120) feet deep.

Section 7. Exterior Facades.

(a) The exterior construction of all buildings shall be either brick, brick and glass, pre-cast or tilt-wall concrete panels, stone, stucco and/or painted/stained concrete, excluding expansion walls, windows, door trim, canopies, and architectural accents.

(b) Except as specifically provided herein, the exterior facade and appearance of any expansion or addition to any existing building shall be consistent with the color, texture, and materials of the original building.

(c) There shall be no "expansion walls" in the front yard of any Lot. Otherwise, expansion

walls shall (i) be constructed of concrete block and painted to match any surrounding brick, (ii) consist of pre-cast or tilt-wall concrete panels matching any surrounding permanent walls, or (iii) consist of insulated metal wall panels or pre-finished metal panel cladding, so long as any such panels and walls are a complementary or similar color to the color of the other exterior walls of the building.

(d) If any wall exceeds one hundred (100) feet in length or twenty (20) feet in height, the pattern of the brick or concrete construction shall be varied to provide visual relief.

(e) All down-spouts and gravel stops shall be pre-finished metal and/or shall be painted a color complementary to the wall color.

(f) No building shall have any appendages (i.e. exhaust fans, vents, etc.) visible from the front yard.

Section 8. Screening.

(a) No truck courts or storage areas shall be visible from any public street or right-of-way and any potentially visible courts or storage areas must be screened by Improvements such as berms or site grading, or landscaping consisting of evergreen plants or flora with a minimum installation height of four (4) feet.

(b) Trash dumpsters, compressors, and other similar equipment shall be located in such a manner as to minimize the visibility from any street or right-of-way and screened by masonry or concrete walls, or landscaping.

(c) Any ground mounted antennae or receiving dishes must be in rear yards or screened so as to not be visible from any street or right-of-way.

(d) All screens and visual barriers must be approved by the Development Review Committee.

(e) Roof mounted antennas or satellite or receiving dishes shall be located in such a manner as to minimize the visibility from any street or right-of-way or screened so as to not be visible from any street or right-of-way.

Section 9. Fences. No fences or screen walls may be permitted in the front yard of any Lot, unless a variance is expressly granted therefor by the Development Review Committee, in which case any such fences or screen walls shall (a) be of masonry or concrete construction similar in design and material to that of the building, or black or green vinyl coated fencing, or decorative aluminum fencing, (b) conform to all setback requirements outlined in this Declaration, and (c) only contain gates of a design approved by the Development Review Committee which consist of fabricated metal painted or colored dark brown, dark green, or black. Vinyl-clad, chain-link, or other similar type fences colored dark brown, dark green, or black are permitted in side and rear yards only, and must be placed along the Lot boundary lines in the side and rear yards, except the fences may, if necessary, be set back five (5) feet from the Lot boundary line to accommodate trees or shrubs. Any gates installed in front yard fences or screen walls shall be of fabricated metal, painted or colored dark brown, dark green, or black; and of a design approved by the Development Review Committee.

Section 10. Utilities.

(a) All utilities shall be installed underground.

(b) Ground mounted transformers and switching gear shall be visually screened from view by landscaping.

(c) All street lights and parking lot lights shall be uniform throughout the Property, matching the standard lighting installed by the Declarant.

Section 11. Landscaping.

(a) The entire unpaved area of any Lot containing a building site, including the area between the Lot line and street curb line, shall be landscaped. Expansion areas may contain grass or sod until construction on the expansion area commences.

(b) All landscaping must be irrigated, subject to Governmental Requirements. Automatic sprinkler systems are required for front yards.

(c) Planting beds shall be mulched with pine straw or hardwood mulch not less than once per year. All landscaped beds are to be maintained weed free and defined for a clean, crisp appearance.

(d) One tree (minimum 3" caliper) shall be planted along the street for every fifty (50) feet of street frontage for each Lot. Each Lot shall have a minimum number of plant specimens selected from the Approved Plant List, attached hereto as **Exhibit C**, pursuant to the following schedule:

(i) At least one (1) tree per seven thousand (7,000) square feet of property on the Lot;

(ii) At least one (1) three-gallon shrub per five thousand (5,000) square feet of property on the Lot; and

(iii) At least one (1) one-gallon shrub per two thousand (2,000) square feet of property on the Lot.

(e) All ground cover shall be selected from the Approved Plant List.

(f) Ditches and swales shall have a minimum side slope of one (1) foot vertical to three (3) feet horizontal.

(g) All landscaping shall be installed within sixty (60) days of the occupancy or substantial completion of any building on a Lot, whichever occurs first, as determined by the Development Review Committee in its sole discretion.

Section 12. Signage and Lighting.

(a) All signs on a Lot must be flush mounted on a building facade on the Lot or mounted on a

ground-set monument on the Lot of similar design and material as the building(s) on the Lot.

(b) Facade mounted signs shall be metal, ground lighted, and uniform in size and color throughout the Property. Any ground-set monument signs shall be ground lighted and appropriately landscaped.

(c) No portable or temporary signs of any form shall be permitted on any Lot, except for "Building For Sale" or "Building For Lease" signs.

(d) All exterior lighting installed on a Lot shall be indirect or of such controlled focus and intensity that it will not disturb the Owners or Occupants of any adjacent Lots.

(e) All monument signage structures shall be consistent throughout the Property and subject to the approval of the Development Review Committee.

Section 13. Exterior Storage Tanks. No exterior storage tanks, silos, hoppers, or similar structures shall be installed or erected on any portion of the Property unless written approval is given by Declarant.

Section 14. Temporary Structures. Except as otherwise may be expressly permitted herein, no temporary structure shall be installed or maintained on any property or Lot without the specific written approval of the Development Review Committee.

Section 15. Restoration. In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall, as soon as reasonably possible, but in any event within thirty (30) days after receipt of notification by the Declarant or the Development Review Committee, (a) replace or commence the prompt replacement of the damaged or destroyed Improvement to its original condition, or such other condition as may be approved in writing by the Development Review Committee, or (b) upon receipt of approval from the Declarant or Development Review Committee, demolish the damaged or destroyed Improvements and thereafter landscape the Lot so as to present a pleasing and attractive appearance.

Section 16. Prosecution of Work After Approval. After the Development Review Committee approves any proposed Improvement, the Owner shall commence construction and completion of the proposed Improvement as promptly and diligently as reasonably possible and in complete conformity with the Plans submitted to the Development Review Committee and any conditions imposed by the Development Review Committee. Failure to complete a proposed Improvement either within twelve (12) months after the date of approval or in accordance with the Plans submitted to the Development Review Committee or any conditions imposed by the Development Review Committee shall be deemed a breach of this Declaration. The foregoing shall not be interpreted to prevent the construction of "shell" buildings to be ultimately completed based upon requirements provided by specific prospective Occupants subsequent to the expiration of the twelve (12) month completion deadline outlined herein. An Owner shall notify the Development Review Committee in writing of any suspended construction in excess of thirty (30) days and of subsequent recommencement thereof.

Section 17. "Unlimited Area" Buildings. All buildings on the Property are intended to be classified as "Unlimited Area" buildings (Type II, Fully Sprinklered) under the International Building Code adopted by the County of Barrow, Georgia, which term refers to a building that is allowed to exceed area limitations stipulated in the applicable building code, not by virtue of its construction type, but by virtue of its isolation on the property

and by the inclusion of fire sprinkler systems. All buildings and other Improvements shall comply with building code requirements applicable to "Unlimited Area" buildings, including, without limitation, any requirements related to the installation of approved fire sprinkler systems. Notwithstanding the foregoing, no Owner or Occupant shall be obligated to modify or alter any existing building or other Improvements by virtue of this Section 17 due to subsequent changes in the applicable zoning ordinance, building code or any other Governmental Requirements.

Section 18. Stormwater Management Facilities. If prior to the conveyance of any Lot or portion of the Property, Declarant should enter into a "Stormwater Management Facility Maintenance Agreement" or other similar instrument or agreement arising by virtue of Governmental Requirements and duly recorded in the Official Records of the Clerk of the Superior Court in and for Barrow County, Georgia, and such instrument requires a "landowner" or "homeowner's association" to maintain a Stormwater Management Facility that is not otherwise a Common Area, Declarant shall, until the incorporation of the Association, remain responsible for the maintenance of such Stormwater Management Facility. The foregoing obligation shall inure to the Association upon the incorporation of the Association. Any Stormwater Management Facility maintained by the Declarant or the Association shall be deemed an Area of Common Responsibility. Owners shall maintain all Stormwater Management Facilities on their Lots which are otherwise not required to be maintained by the Declarant or the Association in good order and repair at all times.

ARTICLE VIII
EASEMENTS AND RESTRICTIONS

Section 1. Easement for Utilities. There is hereby reserved unto the Declarant, its successors and assigns, a ten (10) foot strip on each Lot parallel to and along the boundary line of every Lot as an easement for the purpose of installing, replacing, repairing, and maintaining any and all utilities and all ingress and egress related to such purpose. By virtue of this easement, all utility providers may erect and maintain all necessary equipment on the easement area and to affix, maintain, and repair all utility wires, circuits, and conduits on, across, and under the surface of any Lot. This easement includes the right to conduct site work, cut any trees, bushes, or shrubbery, and take any other actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance on the Property. The Declarant shall promptly restore or cause to be restored any area affected by the exercise of the rights provided by this easement. Should any utility furnishing a service covered by the general easement herein provided require a specific easement by a separate recordable document, the Declarant and the Association shall have the continuing right to grant such easements on this easement strip without conflicting with the terms hereof. Notwithstanding anything contained herein to the contrary, no sewers, electrical lines, water lines, or other utility infrastructure may be installed, located, or relocated on any portion of the Property except as approved by the Development Review Committee or as installed and located during the original development of the Property by the Declarant. The Declarant and the Association shall have the power to dedicate all or part of any utility easement granted pursuant to this Section 2 to any Governmental Entity.

Section 2. Drainage Easement. There is hereby reserved a blanket easement over each Lot, for the benefit of every other Lot, for the drainage of surface water and for altering drainage and water flow wherever and whenever reasonably necessary to maintain reasonable standards of health, safety, and appearance on the Property; provided, however, that when construction of the initial Improvements and landscaping has been completed in accordance with the terms hereof, this drainage easement shall be deemed to be limited to (a) the drainage lines, facilities, and Improvements installed in, on, and under the Lot, and (b) that portion of the surface of the Lots necessarily used for surface drainage into any drainage related Improvements on the Property. This easement includes the right to conduct site work, cut any trees, bushes, or shrubbery, and take any other actions reasonably necessary to maintain reasonable standards of health and appearance on the Property. Declarant, until Turnover, and thereafter the Association, shall promptly restore or cause to be restored any area affected by the exercise of the rights provided by this easement. The provisions hereof shall not be construed to impose any obligation upon Declarant or the Association to create any specific drainways upon any portion of the Property.

Section 3. Landscape and Access Easements. There is hereby reserved a blanket easement over each Lot for the purpose of maintaining landscaping on any portion of the Property which either the Declarant, the Development Review Committee, or the Association is required or permitted to maintain and/or landscape pursuant to the terms and conditions of this Declaration. Without limiting the generality of the foregoing, a fifty (50) foot strip on each Lot parallel to and along the boundary line of _____ Drive is hereby reserved unto the Declarant, the Development Review Committee, and the Association, as an easement for the purpose of landscaping and installing, maintaining, and replacing landscaping and landscaping related Improvements, and ingress and egress related to such purpose.

Section 4. "No-Build" Easement. In order to assure compliance with the building code requirements

related to "Unlimited Area" buildings as set forth in Section 17 of Article VII, no building may be constructed within a strip of land running thirty (30) feet in width parallel to the boundary lines of every Lot, so that a total "No-Build Area" consisting of a strip of land sixty (60) feet in width shall at all times exist between buildings located on adjacent Lots on the Property. No building shall project, be erected, or placed upon or above the No Build Area. The No Build Area shall be held, conveyed, encumbered, leased, and used subject to the restrictions, covenants, agreements, and equitable servitudes set forth in this Section 5, which are hereby declared to be for the benefit of the Property and each portion thereof. No building or other Improvements shall be constructed on any Lot in a manner which will either preclude the construction on an adjacent Lot of an "Unlimited Area" building, or cause an existing "Unlimited Area" building on any adjacent Lot to no longer be in conformance with any applicable zoning ordinance and building code requirements. Notwithstanding the foregoing, (a) no Owner or Occupant shall be obligated to modify or alter any existing building or other Improvements by virtue of this Section 5 due to subsequent changes in the applicable zoning ordinance, building code, or any other Governmental Requirements, and (b) upon obtaining the express prior written approval of the Development Review Committee (which shall be sought as a variance in accordance with Section 6 of Article III of this Declaration), the Owners of adjacent Lots may shift the No Build Area between such adjacent Lots, so long as a total contiguous sixty (60) feet wide No Build Area is maintained at all times between the buildings on such Lots (for example, an Owner may agree to an increased No Build Area forty (40) feet in width so that the Owner of an adjacent Lot may have an adjacent reduced No Build Area twenty (20) feet in width). Any re-allocated No Build Area shall be evidenced by a No Build Area easement amendment which shall identify the affected adjacent Lots and the location of the re-positioned No Build Area, and which shall be duly executed by the Owners of the affected adjacent Lots and recorded in the real property records of Barrow County, Georgia (with a cross reference to this Declaration).

Section 5. General Access and Emergencies.

(a) Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to the portion of the Property owned by such Owner, subject to the right of the Declarant or the Association to dedicate or transfer all or any portion of the Common Areas to a Governmental Entity for public use as otherwise provided herein. An Owner's right of use and enjoyment in and to the Common Areas and facilities located thereon, if any (a) shall extend to the Occupants of the portion of the Property owned by such Owner, and (b) shall not give any Owner or Occupant the right of ingress or egress across any portion of the Property owned by another Owner and not a part of the Common Areas to obtain access to Common Areas.

(b) In addition to the right of the Declarant or the Association to exercise self-help as otherwise provided herein, the Declarant, until Turnover, and thereafter the Association shall have the right, but not the obligation, to enter upon any portion of Property for emergency, security, and safety reasons, which right may be exercised by the Declarant's or the Association's agents or representatives (including, without limitation, the Development Review Committee), and by all police, fire, ambulance, medical technicians, paramedic, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Declarant and the Association, and their agents or representatives (including, without limitation, the Development Review Committee), to enter any Lot to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Declarant, Development Review Committee, or the Association.

Section 6. Declarant's Easements. Declarant hereby reserves the right to use any portion of the ten (10) foot strip parallel to and along the boundary line of every Lot, whether improved or unimproved, as Declarant, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient, or incidental to, ingress, egress, or the provision of temporary utility services related to the construction of Improvements upon any portion of the Property. This easement shall exist until such time as the Declarant no longer owns any Lot within the Property.

Section 7. Perpetuity. All easements reserved or granted in this Declaration shall be perpetual, non-exclusive easements except where the terms of this Declaration expressly provide otherwise or where the context and grant or reservation of such easement reasonably require a different interpretation. Nothing contained in the preceding sentence is intended to alter, waive, or terminate the right of the Declarant, the Association, or others to whom such right is given herein, to relocate or modify any easement in accordance with any rights provided in this Declaration.

ARTICLE IX
ENFORCEMENT

Section 1. General. The Declarant, the Association, and any Owner may proceed at law or in equity to prevent the violation of any term of this Declaration. Each Owner and every Occupant shall comply with the covenants, conditions, and restrictions set forth in this Declaration, as amended from time to time.

Section 2. Declarant’s and Association's Rights. The Declarant and Development Review Committee shall have the right (a) upon reasonable notice, at any time following a violation or breach of this Declaration, without any liability to the Owner or Occupant for trespass or otherwise, to appoint an agent or representative to enter upon any Lot where a violation or breach exists and abate and remove, at the expense of the Owner, any Improvement or condition as may be necessary to remedy the breach or violation or conform the Lot with the Development Guidelines; and (b) to prosecute a proceeding at law or in equity against the Owner, Occupant, or any other person or persons that violate or attempt to violate any of the terms, conditions, or restrictions imposed by this Declaration. The foregoing rights shall inure to the Association upon the incorporation of the Association. Each Owner shall be liable to and pay the Declarant, the Development Review Committee, or the Association, as the case may be, for all costs incurred related to enforcing the terms and conditions of this Declaration, including court costs and reasonable attorneys' fees. Each Owner and Occupant, if different individuals or entities, shall be jointly and severally liable for the conduct of an Occupant on any Lot.

Section 3. No Waiver. No delay or failure on the part of any aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon recurrence or continuance of the violation or the occurrence of a different violation, nor shall there be construed upon the Declarant, the Development Review Committee, or the Association an absolute duty to take any action to enforce this Declaration.

ARTICLE X
AMENDMENTS

Section 1. Amendments by Declarant. Prior to Turnover, Declarant may amend this Declaration by an instrument in writing filed and recorded in the records of the Clerk of Superior Court of Barrow County, Georgia, without the approval of any Member or Owner of any portion of the Property, provided, however, that (a) in the event that an amendment adversely affects the title to any Lot, the amendment shall be enforceable as to any affected Owner only upon the written consent of the Owner affected thereby, and (b) in the event that an amendment adversely affects the security title and interest of any Mortgagee, the amendment shall be enforceable as to such Mortgagees only upon the approval thereof of all Mortgagees affected thereby. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by any amendments permitted by this Section and further agrees that, upon receipt of a request for a consent to an amendment from the Declarant, each Owner will consent to the amendment of this Declaration or any other instruments relating to the Property so long as (x) the amendment is necessary for this Declaration to conform with any applicable Governmental Requirement or any judicial determination otherwise in conflict with this Declaration; (y) the amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot subject to this Declaration, or (z) the amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

Section 2. Amendments by Association. Upon the incorporation of the Association, notice of proposed amendments to this Declaration, other than those authorized by Section 1 of this Article X shall be given to each Member along with the notice for a meeting of the Association. At the noticed meeting of the Association, an amendment may be adopted by a vote of at least two-thirds (2/3) of the total votes in the Association, provided, however, that (a) in the event that an amendment materially alters or changes any Owner's right to the use and enjoyment of the Owner's Lot or if the amendment adversely affects the title to any Lot, the amendment shall be enforceable as to any affected Owner only upon the written consent of the Owner affected thereby, (b) in the event that an amendment materially and adversely affects the security title and interest of a Mortgagee, the amendment shall be enforceable as to such Mortgagee only upon the approval thereof of all Mortgagees affected thereby, and (c) any amendment proposed prior to Turnover must also be approved by Declarant. Any such amendment shall be effected by a signed instrument recorded in the records of the Clerk of Superior Court of Barrow County, Georgia.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Coverage. This Declaration, and the terms and conditions hereof shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association, the Board, the Development Review Committee, or (except where enforcement is expressly reserved to the Association pursuant to the terms of this Declaration) by any Owner, their respective legal representatives, heirs, successors and assigns.

Section 2. Compliance. Each Owner shall strictly comply with the terms, conditions, and restrictions set forth in this Declaration, and the by-laws and any rules and regulations adopted by the Association, as the same may be lawfully amended from time to time.

Section 3. Duration. This Declaration, and the terms and conditions hereof shall remain in effect, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and any Owner for a period of

twenty (20) years from the date this Declaration is first recorded in the public records of Barrow County, Georgia. This Declaration shall automatically renew and be extended beyond twenty (20) years for additional successive periods of twenty (20) years each without limitation, unless and until this Declaration is terminated either (i) by execution of a notice of termination by Declarant, if it is an Owner, and the then Owners of at least two-thirds (2/3) of the square footage of the Property (exclusive of streets, public rights-of-way, and Common Areas), with no termination effective unless the notice of termination is filed of record with the Clerk of the Superior Court of Barrow County, Georgia, or other appropriate office, at least thirty (30) days prior to the expiration date of a term of this Declaration, as the same may be renewed pursuant to the terms hereof, or (ii) as otherwise may be provided by law.

Section 4. Rezoning. Every Owner, by acquiring its interest in any Lot, agrees that it will not seek any variance or administrative exception to any applicable Governmental Requirements related to zoning or bring any action or suit to change the applicable zoning of any portion of the Property that may materially and adversely affect any other portion of the Property without the express prior written approval of the Declarant, until the incorporation of the Association, and thereafter, the Association.

Section 5. Severability. If any term, condition, or restriction in this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other term, condition, or restriction, or the application of any term, condition, or restriction which can be effectuated without the invalid provision or the application thereof.

Section 6. Governing Law. The interpretation of this Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 7. Time. Time is of the essence of this Declaration.

Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given an interpretation or construction which, in the opinion of the Declarant or the Association, will best effect the intent of this Declaration. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Georgia Non-Profit Corporation Code, this Declaration, or the articles of incorporation or the by-laws of the Association, the terms and provisions of the Georgia Non-Profit Corporation Code as may be applicable, this Declaration, the articles of incorporation or the by-laws, in that order, shall prevail. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case accurately expressed. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Estoppel Certificates. The Declarant (or the Development Review Committee, if Declarant has expressly delegated the right to levy Assessments to the Development Review Committee pursuant to the terms and conditions hereof), until the incorporation of the Association, and thereafter the Association, shall, upon written request (which shall not be more frequent than two (2) times during any calendar year), issue, within thirty (30) days after receipt of such request from an Owner or its mortgagee, prospective mortgagee, or

prospective successor, an estoppel certificate stating, to the best of the Declarant's (or the Development Review Committee, as the case may be) or the Association's knowledge as of such date: (a) whether the Assessments as to a specified Lot have been paid and the amount of any outstanding Assessment obligation, and (b) whether any default exists under this Declaration with respect to the applicable Lot(s). If the Association states that it has knowledge of any existing defaults, the Association shall specify the nature thereof in reasonable detail.

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Declaration the date first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT:

BUTLER PARK AT ATLANTA HIGHWAY
INDUSTRIAL BUILDING AUTHORITY,
a body politic and corporate and a political
subdivision of the State of Georgia

_____
Witness

By: _____
Name:_____
Title: Chairman

Notary Public

_____
My commission expires:_____

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

EXHIBIT C

APPROVED PLANT LIST

TREES	BOTANICAL NAME	COMMON NAME
	Deciduous Material	
	Quercus phellos	Willow Oak
	Quercus macrocarpa	Bur Oak
	Quercus nuttallii	Nuttall Oak
	Quercus accutissima	Sawtooth Oak
	Quercus velutina	Black Oak
	Acer rubrum	Red Maple
	Acer buergeranum	Trident Maple
	Ulmus parvifola	Lacebark Elm
	Ulmus parvifolia	Chinese Elm
	Lagerstromea indica	Crape Myrtle
	Prunus serrulata	Kwanzan Cherry
	Prunus x yedoensis	Yoshino Cherry
	Betula nigra “dura heat”	River Birch Dura Heat
	Metasequoia glyptostrobiodes	Dawn Redwood
Evergreen Specimen/High Visibility Screening		
	Magnolia Grandiflora	Southern Magnolia
	Cedrus deodara	Deodar Cedar
	Cryptomeria japonica	Japanese Cryptomeria
	Tsuga Canadensis	Canadian Hemlock
	X Cupressocyparus lelandii	Leyland Cypress
	Ilex x Nellie R. Stevens	Nellie R. Stevens Holly
	Ilex x attenuata "Foster's #2"	Foster Holly
Evergreen Screening Material		
	Pinus taeda	Loblolly Pine
	Pinus thunbergiana	Japanese Black Pine
SHRUBS		
	Juniperus conferta "Blue Pacific"	Blue Pacific Juniper
	Juniperus squmata x parsonii	Parsoni Juniper
	Juniperus chinensis pfitzeriana	Nicks Compacta Juniper
	Ilex Cornuta	Carissa Holly

Ilex Cornuta	Chinese Holly
Ilex Convexa	Compacta Holly
Ilex vomitoria nana	Dwarf Yaupon Holly
Ilex burfordii nana	Dwarf Buford Holly
Ilex cornuta "Rotunda"	Rotunda Holly
Ilex cornuta “Needlepoint”	Needle Point Holly
Nandina domestica “Fire Power”	Fire Power Nandina
Nandina domestica "Harbor Dwarf"	Harbor Dwarf Nandina
Nandina domestica “Gulf Stream”	Gulf Stream Nandina
Lorepetalum Chinensis	Lorepetalum
Ligustrum japonicum “recurvifolia”	Ligustrum Recurvifolia
Berberus thunbergii Crimson Pygmy	Crimson Pygmy Barberry
Miscanthus giganteus	Miscanthus Grass
Raphiolepis indica	Indian Hawthorne
Chamaecyparis pisifera	Gold Thread Cypress
Cleyera Japonica	Cleyera

Large Shrubs

Juniperus Chinensis	Pfitzer Juniper
Abelia grandiflora	Abelia
Forsythia intermedia	Forsythia
Euonymus alatus compacta	Winged Euonymus/Burning Bush
Ligustrum japonica	Wax Leaf Privet
Leucothoe	Florida Leucothoe
Ilex Cornuta “bufordii”	Buford Holly
Viburnum Japonicum	Virburnum
Camellia haponica	Camellia
Camellia sinensis	Tea Plant
Ilex aquifolium	English Holly
Ilex Latifolia	Lusterleaf Holly
Forsythia Intermedia	Forsythia

<u>GROUNDCOVER</u>

Liriope muscari	Big Blue Liriope
Ophiopogon japonicus	Mondo Grass
Adjuga reptans	Bugleflower
Aspidictra elatior	Cast-Iron Plant
Hemerocallis sp.	Daylily var.
Phlox subulata	Thrift

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • www.barrowga.org

PLANNING STUDY

BOC2026-00047 (XX115 073, 075, 076, 083, 083A, 083B, 085) 0 Cash Rd, 0 Atlanta Hwy SE, 1508, 1498, 1494, & 1474 Bird Hammond Dr; Alex Mitchum / Applicant; Kosie Group LLC, Laverne Harwell, Neal & Glenese Holliday, Stephen Butler & Stacie Holiday, Stephen & Candis Hayes / Owners; Future Land Use Map amendment (FLUM) to Low Intensity Workplace. Rezone ± 203.78 acres from AG (Agriculture) and AR (Agriculture Residential) to M-1 (Light Industrial) for an Industrial Park. Special Use request for a concrete plant within this new industrial park.

STAFF RECOMMENDATION

Staff recommends **DENIAL** of the Future Land Use Map amendment from Rural Residential to Low Intensity Workplace. The proposed character area is inconsistent with the intent of the existing Rural Residential future land use designation and would introduce a significant industrial land use designation into an area currently planned for lower-intensity residential, agricultural, and transitional uses.

Staff recommends **DENIAL** of the request to rezone ±203.78 acres from AG (Agricultural) and AR (Agricultural Residential) to M-1 (Light Industrial) based on findings that the proposed zoning classification is not consistent with the intent of the current Rural Residential character area as described in the Comprehensive Plan.

Staff recommends **DENIAL** of the Special Use request to UDC Section 89-160, to allow a ready-mix concrete/cement manufacturing use. Pursuant to UDC Table 2.3, Principal Uses, ready-mix concrete plants are not permitted in the requested M-1 zoning district, nor are they permitted in the existing AG or AR zoning districts. Such asphalt and concrete uses are permitted with restrictions in the M-2 zoning district. Therefore, the proposed special use is not authorized within the requested zoning district, and staff cannot support approval of the request as submitted.

Should the Board see fit to recommend approval of the Future Land Use Map amendment and rezoning request, staff recommends the following conditions. Staff does not recommend approval of the Special Use request for the ready-mix concrete/cement manufacturing the use is not permitted within the requested M-1 zoning district pursuant to the UDC.

1. The development shall adhere to the minimum district standards of the M-1 (Light Industrial) district, as required by Table 4.1 and Table 2.3 in the UDC.
2. The development shall be limited to uses permitted in the M-1 zoning district pursuant to UDC Table 2.3. Any use not permitted in the M-1 zoning district, including ready-mix concrete plants, asphalt plants, concrete/cement manufacturing, or similar heavy

industrial uses, shall be prohibited unless separately authorized through the applicable zoning process and located within a zoning district where such use is permitted.

3. The development shall be constructed in general conformance with the site plan and project materials submitted with the application, subject to revisions required by these conditions, the UDC, the Development Regulations, and any reviewing department or agency.
4. Building materials used for all four sides of any new or reconstructed buildings in the development shall be restricted to the following:
    a. Brick.
    b. Natural stone such as granite, limestone, marble or similar materials. Terra cotta or cast stone simulating natural stone is also acceptable. Painted stone is prohibited.
    c. Split-face block/concrete masonry unit (CMU) is restricted to no more than 50 percent of the surface area of each side of a principal nonresidential building.
    d. Split-face block/concrete masonry unit (CMU) is considered prohibited materials for any multi-family residential building.
    e. Stucco is restricted to no more than 50 percent of the surface area of each side of a building.
    f. Glass and glass block.
    g. Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building.
    h. Precast or prestressed concrete may be used for industrial buildings.
    i. Exposed concrete block or painted concrete block are considered prohibited materials for any exterior wall.
5. All common area landscaping shall be maintained by the industrial park management company/property owner(s) with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained, including any amenity areas.
6. A minimum 50-foot undisturbed buffer shall be provided around the perimeter of the development, as proffered by the applicant, except where necessary for approved access points, utility crossings, stormwater facilities, or other infrastructure approved by the County. Where the development is adjacent to residentially zoned or residentially used property, additional supplemental plantings, fencing, berms, or screening may be required during land disturbance permit or development plan review to mitigate impacts from loading areas, parking areas, outdoor storage, truck circulation, lighting, and building massing.

7. Outdoor storage, loading areas, refuse areas, service areas, truck courts, and mechanical equipment shall be screened from adjacent residential or agricultural properties and public rights-of-way in accordance with the UDC, as determined by the Planning and Development Department during development plan review.
8. All site lighting shall be implemented per UDC Article XV, Division 6 Dark Skys Compliance.
9. A traffic study shall be submitted to the appropriate GDOT contacts and to the Public Works Director, deemed acceptable and complete by said director, to determine if additional improvements such as dedicated left-turning lanes, center turn lanes, merge lanes, signalization, etc., are required for safe traffic operations along the county road and at each entrance. If the traffic study determines that further steps should be taken to protect the traveling public, the director of public works shall impose the additional requirements (UDC Section 89-1186). This revision is to be approved prior to the initial submittal of the land disturbance permit.
10. No land disturbance permit shall be issued until all required CSX/GDOT review and approval has been completed for any access or improvements impacting state routes, including Atlanta Highway SE, as applicable.
11. Truck access, internal circulation, and loading areas shall be designed to accommodate anticipated truck traffic without requiring truck staging or queuing within the public right-of-way. Final truck routes and internal circulation shall be subject to review and approval by the Public Works Director and Fire Marshal.
12. Water and sewer service shall be subject to review and approval by Barrow County Utilities. Any required water, sewer, or fire flow improvements shall be installed by the developer at no cost to the County prior to issuance of any certificate of occupancy for the affected phase or building.
13. If sewer connection is not available or feasible, any proposed on-site wastewater treatment facility shall be reviewed and approved by the appropriate local and state agencies prior to issuance of any development permit or certificate of occupancy for the affected lot or use.
14. All stormwater management facilities shall comply with the Georgia Stormwater Management Manual, the County's Development Regulations, and any applicable state or federal requirements. Low-impact design practices shall be incorporated where feasible, particularly near streams, wetlands, ponds, and conservation areas identified in the DRI.
15. The developer shall obtain all required local, state, and federal permits prior to land disturbance, including but not limited to permits related to streams, wetlands, stormwater, erosion and sedimentation control, and any applicable environmental approvals.

16. Uses prohibited by the applicant's proffered conditions shall remain prohibited, including:
    a. Animal slaughtering.
    b. Wood preservation.
    c. Paper manufacturing.
    d. Coal products manufacturing.
    e. Explosives manufacturing.
    f. Tire manufacturing.
    g. Junk yards.
    h. Scrap yards.
    i. Hazardous waste collection company.
    j. Hazardous waste treatment and disposal.
    k. Solid waste landfill.
    l. Inert landfill.
    m. Solid waste combustors and incinerators.
    n. Asbestos abatement and lead paint removal.
    o. Mining, including stone mining and quarrying.
    p. Livestock sale pavilion.
    q. Cattle feedlots.
    r. Ready-mix concrete/cement manufacturing

Jennifer Lopez

From: Larry Baker [redacted]
Sent: Tuesday, June 9, 2026 4:11 PM
To: planning; Rebecca Whiddon; Joe Goodman
Subject: Proposed Development on Cash Road

I am writing this letter to oppose the proposed development on Cash Road known as Butler Park at Atlanta Highway. I live on Pleasant Hill Church Road near this property location. If the zoning request is approved as requested from AG to M1 with special use, this will be a tremendous burden on the nearby residents and property owners. First of all, Cash Road cannot handle the volume of vehicular and truck traffic that this development will create. The proposed development will also significantly increase traffic on Pleasant Hill Church Road and Atlanta Highway. Pleasant Hill Church Road already has a lot of traffic, including truck traffic from trucks using it as a bypass around Winder. Right now, during peak traffic hours in the mornings and afternoons, I have a difficult time getting out of my driveway onto Pleasant Hill Church Road due to the amount of traffic and when a train is going by, it backs up traffic even more. Subdivisions are continuing to be built near Pleasant Hill Church Road and surrounding areas, and that is already adding additional traffic. If Cash Road will be used for truck access, that will likely create a hazardous situation at the railroad crossing and Atlanta Highway. If an environmental impact study has been prepared, it would likely show that this is not a suitable location for such a development, not only from a traffic standpoint, but also for other infrastructure and utilities. This type of development belongs on Highway 316 where the roads are built to accommodate large volumes of traffic. I urge you not to approve this development, not only for myself but also for surrounding residents.

Thank you for your consideration on this important matter.

Larry Baker

BLUM & CAMPBELL, LLC
Attorneys at Law
3000 Langford Road**,** Building 100
Peachtree Corners, Georgia 30071

JODY CHARLES CAMPBELL
ATTORNEY AT LAW
LICENSED IN GA

TELEPHONE: (470) 365-2890
FACSIMILE: (470) 365-2889
JODY@BLUMCAMPBELL.COM

June 18, 2026

Via Hand Delievery

Honorable Pat Graham, Chairman
Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

Honorable David Dyer, Chairman
Barrow County Planning Commission
30 North Broad Street
Winder, Georgia 30680

Re: BOC2026-00047

Dear Chairmans Graham and Dyer:

The undersigned and this law firm serve as the City Attorney for the City of Statham, Georgia (the "City"). I write to you today on behalf of the Mayor and City Council to express their strenuous opposition to the proposed rezoning of ± 203.78 acres of property located off Cash Road from AG (Agricultural) and AR (Agricultural Residential) to M-1 (Light Industrial) to construct an industrial park. The City also opposes the associated Future Land Use Map amendment request and Special Use application for a concrete package plant. For the reasons outlined herein, the City believes approval of this application would create an undue burden upon the City's infrastructure and detrimentally impact the health, safety and quality of life for the citizens of the City.

At the outset, I would note that the requested rezoning seeks to convert these properties from the two lowest intensity zoning districts under the County's Unified Development Code ("UDC") to the second most intense classification. And while the applicant has offered a list of uses it would voluntarily restrict from the development, the applicant does not offer any specific application that it does intend for the site. This omission is quite telling. The site plan does not show the location of any proposed buildings nor offer to make the development site plan specific, meaning that if the rezoning request is granted, the applicant could freely, and somewhat indiscriminately, reconfigure the development to allow for larger industrial and commercial

applications. Such a change could further increase heavy truck traffic in and out of the development exacerbating the impacts noted by the County Transportation Department and the Northeast Georgia Regional Commission without affording the City or the citizens an opportunity to provide meaningful input on the use.

The City further notes that the requested rezoning is inconsistent with the County's Future Land Use Map and Comprehensive Plan. The subject properties are identified on the Future Land Use Map as "Rural Residential." The Comprehensive Plan defines Rural Residential areas as appropriate for "low density detached single-family residents…including residential subdivisions that protect natural features and set aside community open space." Appropriate zoning classifications for this area include AG, AR, and R-1 Low Density Single-Family Residential. The designation in the Future Land Use Map and Comprehensive Plan was based on a thoughtful and deliberative process with input from residents, surrounding communities, and with the existing property characteristics considered.

Conversely, the applicant's suggestion that the properties be redesignated to Low Intensity Workplace is inconsistent with the surrounding areas and infrastructure. The Low Intensity Workplace designation is appropriate in areas that "have good access to state routes and rail…[and] strong roadway connectivity. As the County's Transportation Department noted in the Staff's Report, the surrounding roads providing access to the subject properties are simply not suitable for such a designation. Cash Road, which is the only public right of way providing access to the development is a "no truck route and is not currently structurally equipped to handle industrial traffic and will not hold up to this development type without significant improvement." The portion of Bird Hammond Road adjacent to the proposed development is a gravel road with no right of way. Apart from Atlanta Highway, "all connecting roads including Pleasant Hill Church Road, Hardigree Road, Bowman Mill Road, and Jackson Trail Road are no truck routes." In addition to these limitations, the existing intersections of Pleasant Hill Church Road, Cash Road, and Bowman Mill Road with Atlanta Highway are two way stops with no traffic lights or configured to be suitable for high volume industrial traffic including tractor trailers and heavy equipment.

The City also believes that the impacts from this development will be disproportionately borne by the citizens of Statham. This fact was specifically noted by the Northeast Georgia Regional Commission ("NEGRC") who conducted a comprehensive review of the proposed development's impact on Barrow County's regional partners. A copy of the NEGRC's Developments of Regional Impact Final Report is enclosed for your review. Of particular importance, the NEGRC noted the following:

> "The proposed development is located close to the City of Statham, and it is likely that traffic from the proposed development would travel through the city to get to and from SR 316. The intersection of Atlanta Georgia SE and SR 211 is often very congested and does not currently have a traffic light. The addition of this industrial park would likely further exacerbate traffic issues at this intersection."

While the proposed development will generate greater tax revenue for the County, the City will receive no direct economic benefit whatsoever from the project, which means the City has no method by which it could finance such costly and extensive intersection improvements to alleviate the increased traffic impact.

In conclusion, the City shares the County's commitment to provide economic development and opportunities to the residents of Barrow. When making zoning decisions, however, this goal must also be carefully weighed against the burdens of such development on the existing residents and infrastructure. Local governments cannot approve developments based on the hope that infrastructure improvements will occur in time to accommodate such growth. Rather, the infrastructure must be built and ready **before** the growth occurs. While the City hopes such improvements will occur in the future to facilitate opportunities with these properties, those improvements have not happened today, and as such, the proposed rezoning request is not appropriate at this time. For these reasons, we strongly urge the Planning Commission and the Board of Commissioners to follow the Staff's recommendations and deny the applications.

Thank you for your time and consideration in this matter. If you have any questions of me or the City, please do not hesitate to contact either myself or Mayor Krause.

Very Truly Yours,

Jody Charles Campbell
City Attorney

Cc: Mayor and City Council, City of Statham

DEVELOPMENTS OF REGIONAL IMPACT

Final Report

Northeast Georgia Regional Commission • 305 Research Drive, Athens, Georgia • www.negrc.org

The Northeast Georgia Regional Commission (NEGRC) has completed its review of the following Development of Regional Impact (DRI). This report contains the NEGRC's assessment of how the proposed project relates to the policies, programs, and projects articulated in the Regional Plan and Regional Resource Plan. Also included is an assessment of likely interjurisdictional impacts resulting from the proposed development, as well as all comments received from identified affected parties and others during the fifteen-day comment period.

The materials presented in this report are purely advisory and under no circumstances should be considered as binding or infringing upon the host jurisdiction's right to determine for itself the appropriateness of development within its boundaries.

Transmittal of this DRI report officially completes the DRI process. The submitting local government may proceed with whatever final official actions it deems appropriate regarding the proposed project, but it is encouraged to take the materials presented in the DRI report into consideration when rendering its decision.

Project I.D.:	DRI #4628
Name of Project:	Butler Park @ Atlanta Highway
Name of Host Jurisdiction:	Barrow County

Background

DRI review was initiated following the developer's request for rezoning the property from AG to M1 Light Industrial. Potentially affected parties were asked to submit comments on the proposal during the 15-day period of 4/3/2026 to 4/18/2026.

Proposed Development

Georgia United Equities, LLC is proposing the construction of 700,000 square feet of industrial space on a 203-acre site in Barrow County. The proposed site would include 29 lots with a combination of office, warehousing, distribution, and manufacturing space. The applicant is also requesting a Special Use Permit to develop an industrial park that includes a concrete plant. According to the applicant's letter of intent, site improvements would also include:

- Additional parking areas, including EV charging stations and designated fire-truck access routes.
- Heavy-duty concrete and asphalt paving to support truck access and loading operations.
- Enhanced perimeter buffers wherever feasible, with land disturbance limited to the specific needs of each business located within Butler Park.
- Walking trails and picnic areas.

The proposed site is located off Atlanta Highway SE near the City of Statham. Eight proposed lots would be located on the east side of Cash Rd, sixteen lots would be accessible on the west side of Cash Road, and five lots would be located off Bird Hammond Road. The site is currently mostly wooded and farmland. There are two houses currently on the site off Bird Hammond Road that would be demolished. The current parcel numbers of the proposed site are XX115 073, 075, 076, 083, 083A, 083B, and 085. The project would be completed in one phase with an estimated completion date in February 2027.

Compatibility with Existing Plans

Compatibility with Regional Plan

Most of the site is designated as "Developed" on the Northeast Georgia Regional Plan's Regional Land Use Map (dated 6/15/2023), with a small amount designated as "Developing" and "Rural" in the northern portion of parcel XX115 075. The Regional Plan recommends development that

- Enhances economic mobility and competitiveness
- Elevates public health and equity
- Supports and adds value to existing communities
- Creates housing that is diverse, adequate, equitable, and affordable
- Includes transportation choices and is well-connected with existing and planned transportation options, and
- Protects natural and historic resources.

The following table outlines the proposal's alignment with these recommendations:

REGIONAL PLAN RECOMMENDATIONS	PROPOSED PROJECT'S COMPATIBILITY WITH RECOMMENDATION
Enhances economic mobility and competitiveness	According to the applicant, the proposed site would generate approximately 700-1,000 full-time employees at project buildout, which would benefit the surrounding areas by providing employment opportunities.
Elevates public health and equity	Due to its industrial nature, the proposed development has the potential to negatively impact surrounding areas due to noise, heavy truck traffic, and air pollution. The applicant should maximize buffers to mitigate impacts on surrounding areas. While the proposed development does not directly benefit public health, the site plan does include walking trails and picnic areas, which would benefit employees.
Supports and adds value to existing communities	The proposed development would benefit the existing community by providing employment opportunities.
Creates housing that is diverse, adequate, equitable, and affordable	The proposed development does not include housing, but the large number of projected employees would likely impact housing availability in surrounding areas. If the proposed project is built, surrounding local governments, including the City of Statham and Barrow County, should seek opportunities to provide additional housing in the surrounding areas.
Includes transportation choices and is well- connected with existing and planned transportation options	The proposed development is located close to the City of Statham, and it is likely that traffic from the proposed development would travel through the city to get to and from SR 316. The intersection of Atlanta Georgia SE and SR 211 is often very congested and does not currently have a traffic light. The addition of this industrial park would likely further exacerbate traffic issues at this intersection. If the proposed development is approved, Barrow County should work with Statham and GDOT to identify a way to alleviate traffic in the area.
Protects natural and historic resources	Building the proposed development would require clearing much of the tree canopy on the site and could potentially disturb surrounding streams. The developer should consider maintaining as much of the existing tree canopy as possible and maintaining the natural topography of the site, especially near the creeks and ponds. This would help reduce erosion, filter stormwater runoff, and minimize disruptions to the site's drainage patterns.

Compatibility with Regional Resource Management Plan

The chart below summarizes the number of acres within the site area as well as within a one-mile buffer around the site that contains 1) wetlands, 2) conservation land, 3) regionally important resources, and 4) threatened regionally important resources. Please refer to the footnotes for definitions for each of these terms.

	Area Type	Area (Acres)	Percent of Area
SITE AREA (203 Acres)	Wetland Acres[1]	3	1%
	"Conservation Land" [2]	43	21%
	Regionally Important Resource Land[3]	0	0%
	Threatened Regionally Important Resource Land[4]	40	20%
1 MILE BUFFER AROUND SITE (4,147 Acres)	Wetland Acres	71	2%
	"Conservation Land"	1,130	27%
	Regionally Important Resource Land	0	0%
	Threatened Regionally Important Resource Land	622	15%

Potential Interjurisdictional Impacts

Natural Resources and Stormwater Management

There are two streams and two ponds within the proposed site. The applicant states that an estimated 30%-50% of the site would be covered in impervious surfaces. The site plan does not show the location of any proposed stormwater infrastructure, but the applicant states that the site will incorporate a combination of undisturbed buffers, preserved vegetation, engineered detention/retention basins, low-impact design features, and appropriately designed paving and drainage systems. The proposal should be designed to minimize disruption to the existing streams, associated wetlands, and floodplains to avoid future erosion, flooding, and degraded water quality onsite and downstream from the site. Low impact design measures, like bioswales, rain gardens, and other green infrastructure should be incorporated into the project design. At minimum, the project should be in accordance with the latest edition of the Georgia Stormwater Management Manual (Blue Book) and meet all relevant EPD requirements.

The applicant states that the project is likely to affect water supply watersheds and significant groundwater recharge areas. Please note that while the project is nearby a water supply watershed noted by GA EPD, there are no known significant recharge areas in east Barrow County. Please see above for the methods in which the applicant proposes to control site runoff and stormwater.

Transportation

The applicant projects that the proposed development would generate 650-850 additional peak-hour vehicle trips per day. The applicant states that a traffic study is currently being conducted to determine additional site impacts and improvement recommendations. No additional information regarding potential traffic impacts was provided for this review.

Water Supply and Wastewater

The project would be served by the Barrow County water and sewer systems with an estimated daily demand of 0.058 MGD for each system. The applicant states that these demands can be covered by existing capacity. Two miles of additional sewer line would be needed to service the site. If this extension is not feasible, the applicant states that it would build individual, on-site wastewater treatment facilities. This would likely be in the form of septic systems.

[1] Wetland acres are derived from the National Wetland Inventory (NWI)
[2] "Conservation" land is derived from the Northeast Georgia Regional Plan's Conservation and Development Map (6/15/2023).
[3] Regionally Important Resources were identified as a part of the Northeast Georgia Resource Management Plan for Regionally Important Resources (2/15/2018).
[4] This area represents the intersection between Conservation areas (identified on the Conservation and Development Map, 6/15/2023), adopted Regionally Important Resources (RIR), and "Developed" and "Developing" Regional Land Use areas (identified on the Regional Land Use Map,6/15/2023).

Solid Waste

The applicant estimates the project would generate 315-375 tons of solid waste annually and that sufficient landfill capacity exists to handle this waste. According to annual tonnage reports from the Georgia Environmental Protection Division (EPD), almost all municipal solid waste (MSW) generated in Barrow County is disposed of within the county at the Oak Grove Landfill. The applicant states that no hazardous waste would be generated.

Energy Supply

The applicant estimates that the project's estimated peak connected electrical load is 10.5-12 megawatts and that the project's estimated daily energy usage would be 150-180 MWh per day. The applicant states Jackson EMC would be the project's energy supply provider and that sufficient energy supply capacity is available to serve the proposed project.

The applicant states that, in addition to standard emergency-use diesel generators, the project anticipates incorporating limited on-site electrical generation facilities to support regular operations. This may include roof-mounted and/or ground-mounted solar photovoltaic arrays designed to offset a portion of the development's electrical demand.

Lifecycle Costs and Revenues

The applicant estimates that the project would be worth $95 million at build-out in 2027 and generate $2 million in annual local taxes. On a per-acre basis, the project would be worth approximately $467,980 and generate approximately $9,852 in tax revenue. Prior to approval, the County should measure the life cycle costs of the infrastructure needed to serve this project to ensure that they would not be committing to more maintenance expenses than the new tax revenue can cover.

Comments from Affected Parties

Madison Dorminey, P.E., Assistant District Traffic Engineer, Georgia Department of Transportation, District 1 Traffic Operations
We need to see the traffic impact study. Not on a State Route but need to see trip gens where the 650-850 peak hour trips are projected to go, as a few state routes nearby.

Projects nearby:
0016351 – 8 @ Jackson Trail Roundabout
0013908 – 316 @ Wall Rd Grade Separation
0010352 - Close McCarty Rd / New Interchange

Alan Hood, Airport Safety Data Program Manager, Georgia Department of Transportation, Aviation Programs
This proposed construction of 700,000 square feet of industrial space on a 204-acre tract in Barrow County is 1.59 miles from the Barrow County Airport (WDR). It is located outside of the FAA approach or departure surfaces, and airport compatible land use areas, and does not appear to impact the airport as long as construction equipment remains under 100' above the ground.

If any construction equipment or construction exceeds 100' AGL, an FAA Form 7460-1 must be submitted to the Federal Aviation Administration according to the FAA's Notice Criteria Tool found here (https://oeaaa.faa.gov/oeaaa/oe3a/main/#/noticePrescreen). Those submissions for any associated cranes may be done online at https://oeaaa.faa.gov. The FAA must be in receipt of the notifications, no later than 120 days prior to construction. The FAA will evaluate the potential impacts of the project on protected airspace associated with the airports and advise the proponent if any action is necessary.

Michael Berry, Manager, Erosion and Sedimentation Unit, Georgia Environmental Protection Division
If the project is within unincorporated Barrow County, the County is responsible for issuing a Land Disturbance Permit in accordance with their erosion and sedimentation ordinance. The County must also ensure that all State waters within the project boundary are identified and determine whether a stream buffer variance is required for the project. If the construction activity disturbs one acre or more, it will require coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activity. If the project is exempt from GESA, Part IV of the Permit requires the submittal of the Erosion, Sedimentation and Pollution Control Plan to EPD's Watershed Protection Branch. Information

and applicable forms for the stream buffer variance and the NPDES Construction Permit can be found on our website at http://epd.georgia.gov/

Should the United States Army Corps of Engineers determine that an individual permit under Section 404 of the Clean Water Act is required for the project; a Section 401 Water Quality Certification should concurrently be sought from the Georgia Environmental Protection Division. For questions pertaining to 401 Water Quality Certification, please contact Dewey Richardson, with the Wetlands Unit at (478) 283-8342.



LOT SIZE		
LOT NUMBER	ACRES	SF
1	2.75	119,670
2	3.0	130,790
3	3.5	153,600
4	6.8	297,150
5	6.17	269,000
6	4.7	205,160
7	4.5	196,200
8	4.5	196,030
9	4.5	196,020
10	5.0	217,800
11	5.0	217,800
12	4.5	196,020
13	4.5	196,020
14	3.5	152,460
15	3.5	152,460
16	3.5	152,460
17	3.5	152,460
18	4.86	211,700
19	28.51	1,242,160
20	5.51	240,016
21	4.5	196,020
22	20.0	871,200
23	6.58	286,670
24	6.0	261,460
25	5.8	252,650
26	5.6	244,360
27	5.5	239,640
28	15.0	653,400
29	16.49	718,420

DESCRIPTION | DATE | NO.

811
CALL BEFORE YOU DIG

NOTE: DEVELOPER SHALL BE RESPONSIBLE FOR ANY CONFLICTS WITH EXISTING UTILITIES.

LJA
299 S. MAIN STREET
ALPHARETTA, GA 30009
770-225-4730

SITE PLANS FOR BIRD HAMMOND ROAD - BARROW COUNTY, GA

NORTH

SCALE: 1"= 200'
0 200

PROJECT NUMBER
GA7838-2501

SHEET TITLE
OVERALL LAND PLAN - ARIAL

SHEET NUMBER

770.225.4730
www.LJA.com
299 South Main Street, Suite A, Alpharetta, Georgia 30009

Letter of Intent
Butler Park @ ATL HWY
Future Land Use Amendment, Rezoning, and Special Use Permit Request

Georgia United Equities, LLC (the "Applicant") respectfully submits this request for a Future Land Use Map Amendment from Rural Residential to Low Intensity Workplaces, along with a rezoning from AG for Parcels XX115 073, 075, 076, 083, 083A, and 083B and AR for Parcel XX115 085—collectively totaling approximately 203.78 ± acres—to M1 Light Industrial. The Applicant also seeks approval of a Special Use Permit to develop an industrial park that includes a concrete plant, as illustrated on the attached site plan. The proposed development consists of 29 lots accommodating approximately 700,000 square feet of office, warehouse, and distribution space. The industrial buildings are primarily intended for light manufacturing uses and will average approximately 30,000 square feet each. Additional site improvements will include:

- Additional parking areas, including EV charging stations.
- Heavy-duty concrete and asphalt paving to support truck access and loading operations.
- Designated fire-truck access routes in full compliance with applicable safety standards.
- A site design focused on minimizing impacts on nearby residents and the broader Barrow County community.
- Enhanced perimeter buffers wherever feasible, with land disturbance limited to the specific needs of each business located within Butler Park.
- Walking trails and picnic areas promote outdoor breaks and enjoyment of the surrounding natural environment.

It should be noted that all required stream and zoning buffers adjacent to residential areas will remain undisturbed. The nearest residential property line is over 200 feet from the proposed building and more than 150 feet from any land disturbance. Dense existing vegetation and undisturbed buffers will ensure the proposed 75-foot building height remains visually screened from nearby homes.

As proposed, the development is consistent with the stated intent of the Low Intensity Workplace category, as it will maintain its low-intensity industrial and employment uses that are appropriately situated along major transportation routes, including state routes and nearby rail access. In addition, the proposed rezoning to M-1 Light Industrial is aligned with the purpose and intent of the district, which is designed to accommodate office, business park, light manufacturing, and distribution/service facilities with ready access to major collector or arterial streets. Light industrial operations within the M-1 district are limited to activities such as processing, assembling, fabricating, preparing, cleaning, servicing, testing, or repairing of materials, goods, or products; explicitly excluding heavy manufacturing or the conversion of raw materials into finished products apart from the SUP for a concrete plant on lot 21. This lot will allow the concrete plant to maintain the required 1,000 LF from a residential district. These uses are encouraged to cluster similar established uses in accordance with the Barrow County Comprehensive Land Use Plan. The proposed development is permitted within the requested zoning classification and will support continued industrial growth in this area.

Although the proposed Low Intensity Industrial uses do not require connection to public sewer service, the Applicant intends to connect to available sewer infrastructure to further support long-term utility planning and ensure consistency with County service delivery expectations.

Supplemental to the zoning requests, the Application is willing to proffer the following conditions:

1. A 50 ft undisturbed buffer around the perimeter.
2. Building facades to contain Brick, Stone, or Stucco Water Table as shown in exhibit "A".
3. Prohibit the following uses:
   a) Animal slaughtering
   b) Wood preservation
   c) Paper manufacturing
   d) Coal products manufacturing
   e) Explosives manufacturing
   f) Tire Manufacturing
   g) Junk yards
   h) Scrap yards
   i) Hazardous waste Collection Company
   j) Hazardous waste treatment and disposal
   k) Solid waste landfill
   l) Inert landfill
   m) Solid waste combustors and incinerators
   n) Asbestos abatement lead paint removal
   o) Mining, including stone mining and quarrying
   p) Livestock sale pavilion
   q) Cattle feedlots

The Applicant remains committed to working collaboratively with county staff and the community to address any questions or concerns regarding the proposed development. Supporting documents, including site plans and architectural elevations, accompany this request for reference.

Given the nature and scope of the proposed improvements, the Applicant believes this request is reasonable and justified. Denial of this request would result in a significant limitation on the viable use of the property, potentially constituting a taking under the Just Compensation Clause of the Fifth Amendment, the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution, and Article I, Section III, Paragraph I of the Georgia Constitution.

EXPECTED BUILDING SIZE AVERAGE 30,000 SF









LJA ENGINEERING

BIRD HAMMOND

0’ 200’ 400’ 800’

N

BIRD HAMMOND RD

BIRD HAMMOND RD

CASH RD

ATLANTA HWY SE

LJA ENGINEERING

BIRD HAMMOND

N

BIRD HAMMOND RD

BIRD HAMMOND RD

ATLANTA HWY SE

CASH RD

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PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

See Attached LOI

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

X _____ Date: 1/26/26
Applicant Signature

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 25th DAY OF January, 20 26

_____
NOTARY PUBLIC
My Commission Expires: 6-12-2027

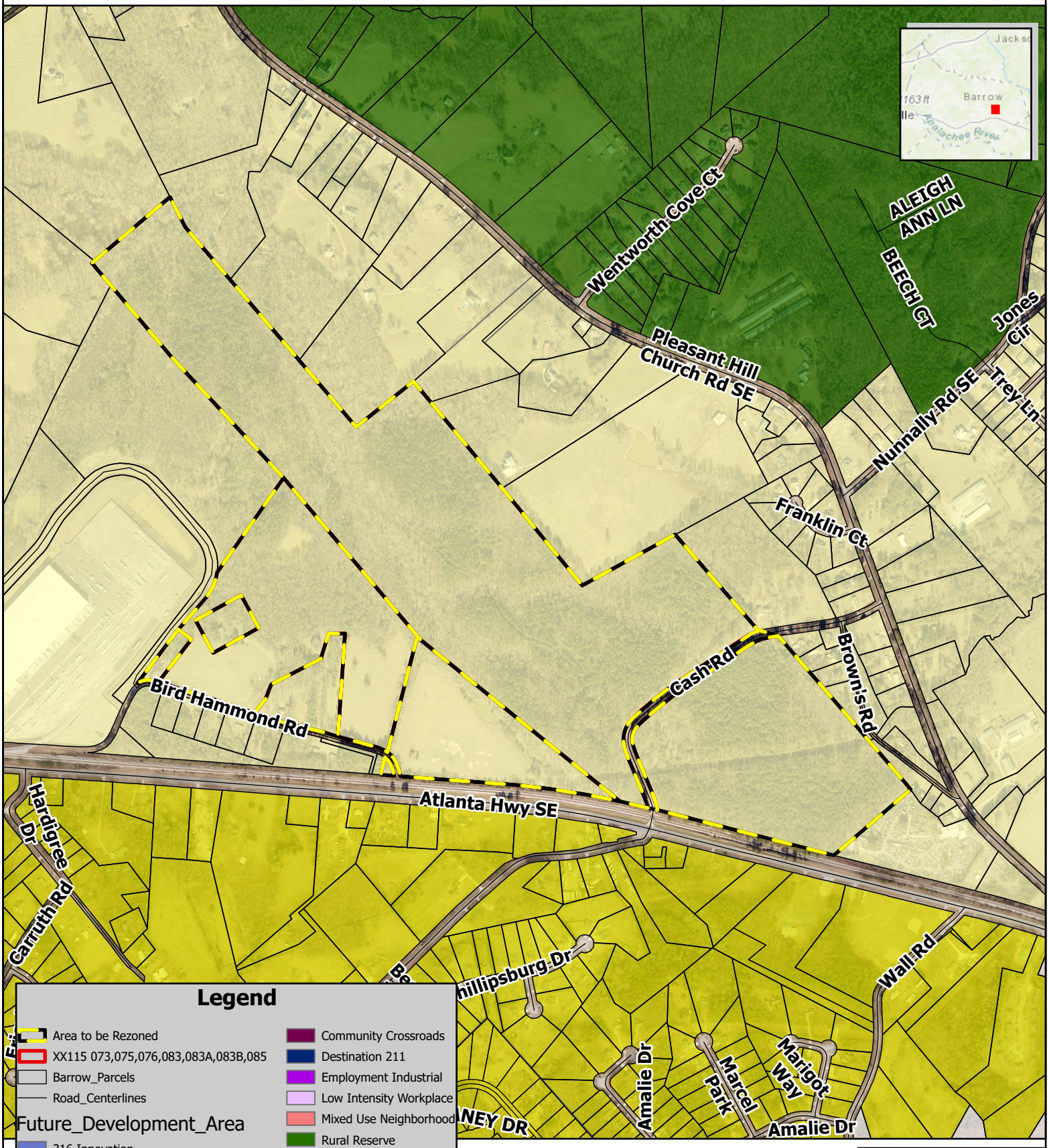
JOSEPH STOCKDALE NOTARY PUBLIC JASPER COUNTY EXPIRES GEORGIA June 12, 2027

Future Land Use Map

5/1/2026

BOC 2026-00047

Barrow COUNTY GEORGIA
Planning and Community Development

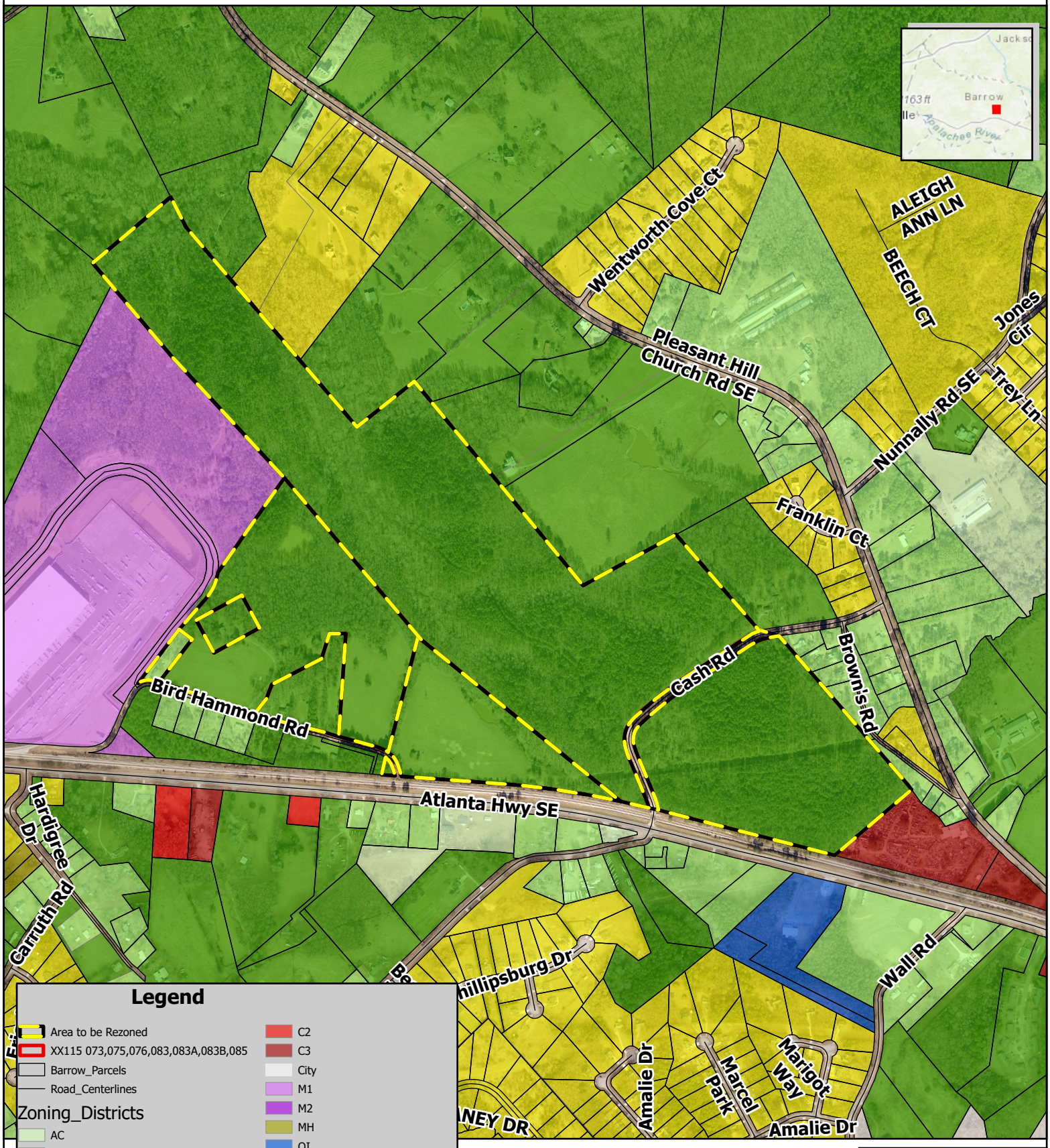


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Zoning Map
5/1/2026

BOC 2026-00047

Barrow
COUNTY GEORGIA
Planning and Community Development



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PLANNING STUDY

BOC2026-00047 (XX115 073, 075, 076, 083, 083A, 083B, 085) 0 Cash Rd, 0 Atlanta Hwy SE, 1508, 1498, 1494, & 1474 Bird Hammond Dr; Alex Mitchum / Applicant; Kosie Group LLC, Laverne Harwell, Neal & Glenese Holliday, Stephen Butler & Stacie Holiday, Stephen & Candis Hayes / Owners; Future Land Use Map amendment (FLUM) to Low Intensity Workplace. Rezone ± 203.78 acres from AG (Agriculture) and AR (Agriculture Residential) to M-1 (Light Industrial) for an Industrial Park. Special Use request for a concrete plant within this new industrial park.

SUMMARY

The applicant is requesting to rezone ±203.78 acres from AG (Agricultural) and AR (Agricultural Residential) to M-1 (Light Industrial) to construct an industrial park. According to the applicant's letter of intent, the industrial park is intended to consist of 29 light industrial lots accommodating approximately 700,000 square feet of office, warehouse, and distribution space. Concurrent to the rezoning, the applicant is requesting a future land use amendment from Rural Residential to Low Intensity Workplace, as the current character area destination does not support the M-1 zoning district.

There are seven subject parcels considered in these requests – the parcel numbers for this proposed development are as follows: XX115 073, XX115 075, XX115 076, XX115 083, XX115 083A, XX115 083B, and XX115 085.

A rendering sheet was submitted, illustrating typical building elevations for the proposed average 30,000 square feet building types. The applicant has submitted the following proffered conditions:

1. A 50 ft undisturbed buffer around the perimeter.
2. Building facades to contain Brick, Stone, or Stucco Water Table as shown in exhibit "A".
3. Prohibit the following uses:
    a. Animal slaughtering
    b. Wood preservation
    c. Paper manufacturing
    d. Coal products manufacturing
    e. Explosives manufacturing
    f. Tire Manufacturing
    g. Junk yards
    h. Scrap yards
    i. Hazardous waste Collection Company
    j. Hazardous waste treatment and disposal

k. Solid waste landfill
l. Inert landfill
m. Solid waste combustors and incinerators
n. Asbestos abatement lead paint removal
o. Mining, including stone mining and quarrying
p. Livestock sale pavilion
q. Cattle feedlots

Additionally, the applicant is requesting a Special Use approval for UDC Section 89-160, to allow a ready-mix concrete plant on "Lot 28", under the requested M-1 zoning (as shown on the provided site plan; the LOI describes the concrete plant being located on "Lot 21"). The site plan details the subject parcels to be divided into a total of 29 lots but other than the proposed special use for Lot 28 and the listed proffered conditions, no other details regarding additional potential industrial uses, building features, or site design/orientation were provided.

DRI Summary (DRI #4628):

The proposed development underwent regional review due to its scale. As noted in the DRI, the site is "mostly wooded and farmland" and would require demolition of two existing homes. Regional review found the project generally consistent with the Northeast Georgia Regional Plan's economic development goals, with the applicant estimating 700-1,000 full-time jobs at buildout. However, the report identifies several areas of concern requiring local attention:

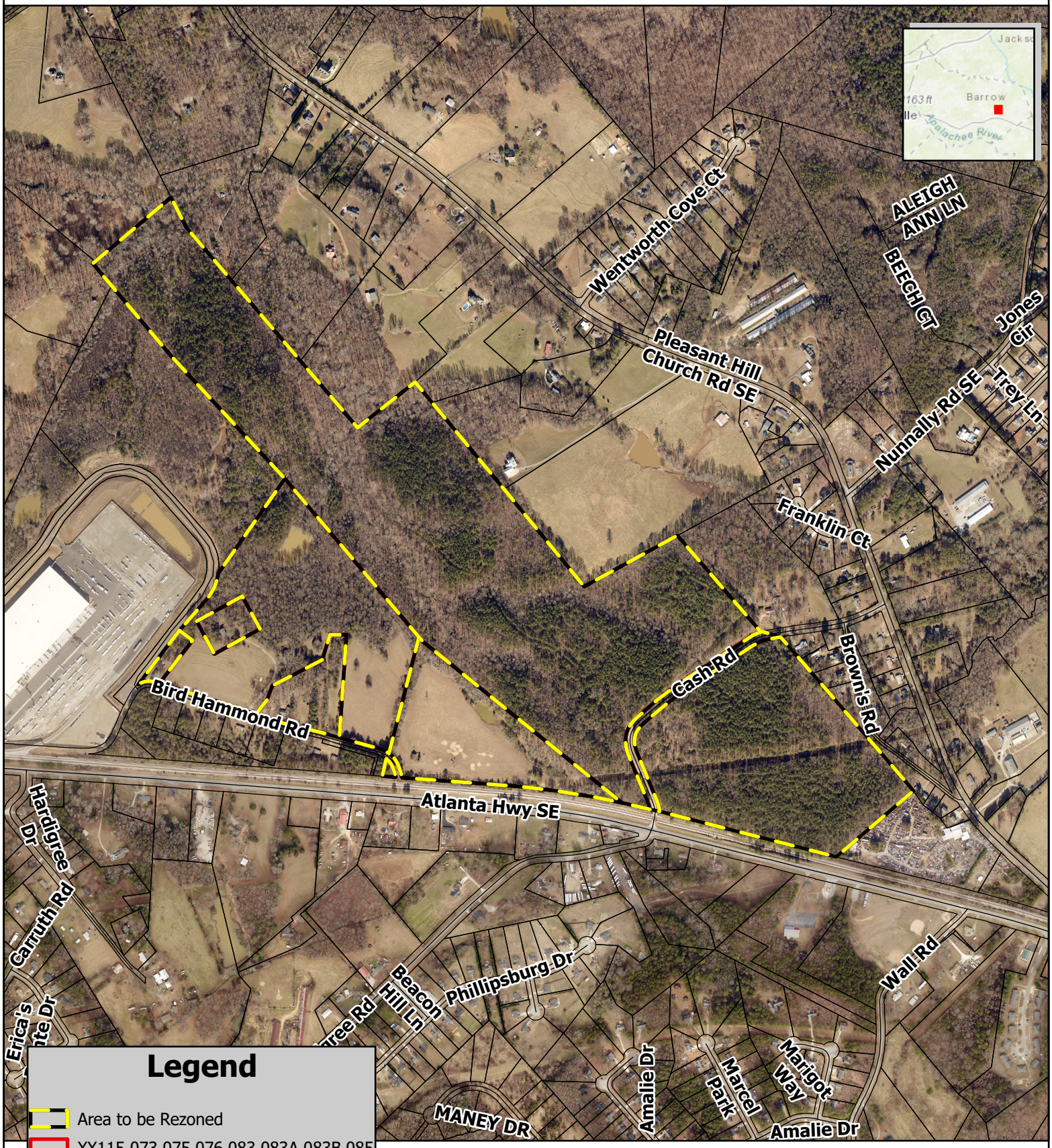
- **Traffic impacts** are expected to be significant, with 650 to 850 peak-hour trips projected. The Georgia Department of Transportation (GDOT) stated that, if approved, they would need to review a traffic impact study prior to approval of any development permits, noting that nearby state routes may be affected.
- **Environmental impacts** include the presence of two streams, two ponds, and areas classified as wetlands or conservation land across several parcels. The DRI notes that 30-50% impervious coverage is anticipated and recommends maximizing buffers, incorporating low-impact stormwater design, and adhering to the Georgia Stormwater Management Manual.
- **Infrastructure demands** include an estimated 0.058 MGD each for water and sewer. Approximately two (2) miles of sewer extension would be required to connect to the existing system, but the applicant stated that if such connection was infeasible, they would utilize individual, on-site wastewater treatment facilities.
- **Interjurisdictional considerations** include potential traffic effects on the City of Statham and proximity (1.59 miles) to the Barrow County Airport, with GDOT Aviation noting no conflicts provided construction equipment remains under 100 feet, at ground level.

Aerial Map

5/1/2026

BOC 2026-00047

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Area to be Rezoned
- XX115 073,075,076,083,083A,083B,085
- Barrow_Parcels
- Road_Centerlines

0 500 1,000
Feet

N W E S

1:12,509

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PLANNING STUDY

BOC2026-00061 (XX106 097 & 098) 1032 & 0 Atlanta Hwy; Stanton Porter / Applicant; Ledford RE, LLC / Owner; A Change in Conditions to condition #1 to allow self-storage units and condition #3 to eliminate the material restrictions from previous rezone case RZ 2021- 068. Variance request to UDC Sec. 89-184 for building height, UDC Sec. 89- 967 for impervious surface restriction and UDC Sec. 89-856 for zoning buffer requirements.

DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 04/29/2026

GDOT –

No Comments Received as of 5/25/2026

Transportation –

- All new roads need to be built to county standards for non-residential roads.
- Cash Road is a no truck route and is not currently structurally equipped to handle industrial traffic and will not hold up to this development type without significant improvement. The road will need to be brought up to county standards for industrial traffic.
- Older section of Bird Hammond Road is a gravel road with no right of way. Right of way will need to be obtained and the road brought up to county standards for industrial traffic.
- Should be noted that the site plan and overall land plan show right of way on the older section of Bird Hammond Road and Birdie Trail. This is not correct – these are both gravel roads with no right of way and property lines go to the center of the road.
- Apart from Atlanta Highway, all connecting roads including Pleasant Hill Church Road, Hardigree Road, Bowman Mill Road and Jackson Trail Road are no truck routes.
- A traffic study is needed to look at the impact on the intersections of Cash Road/Atlanta Highway, Cash Road/Pleasant Hill Church Road, Hardigree Road/Atlanta Highway and other nearby intersections.

Fire – Reviewed by Capt. Brent Driscoll

No Comments Received as of 5/25/2026

Board of Education –

No Comments Received as of 5/25/2026

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Standards for Land Use Plan Amendment

Current Future Land Use Map Character Area: Rural Residential

Purposed Future Land Use Map Character Area: Low Intensity Workplace

1. Has there been a change in the economy, land use, or development opportunities in the area?
Staff finds no significant changes in economy, surrounding land use patterns, or development opportunities that would warrant amendment of the Future Land Use Map designation from Rural Residential to Low Intensity Workplace. The property's current Rural Residential future land use classification is intended to support low-density residential development, agricultural uses, and transitional development patterns between rural areas and more intense commercial or industrial activity.

Staff also notes that the subject property's Future Land Use Map designation was amended approximately three years ago from Industrial to Rural Residential through the County's Comprehensive Plan update process, which included opportunities for public participation and had a complete citizen input. Staff finds that no substantial changes in conditions have occurred since adoption of that amendment that would support reversing the County's recently established planning direction for the area.

While there are existing industrial and commercial properties located along portions of the Atlanta Highway corridor, including nearby M-1 and C-3 zoned parcels, the broader surrounding area continues to maintain a predominantly rural and residential character consistent with the adopted Comprehensive Plan. The proposed amendment would introduce approximately ±203.78 acres of industrially planned land into an area currently designated for lower intensity uses and could contribute to continued expansion of industrial development beyond the areas presently identified on the Future Land Use Map for Low Intensity Workplace uses. Accordingly, staff finds that the existing Rural Residential designation remains appropriate for the subject property and that there have been no substantial changes in the area that would justify the requested amendment.

2. Is the proposed character area and / or future land use designation in compliance with the goals and policies of the Comprehensive Plan?
The Low Intensity Workplace character area's intent is to maintain low intensity industry and workplaces that do not require sewer and are located along major transportation corridors with access to state routes or rail. Appropriate land uses include light industrial use and light to medium commercial uses (not requiring sewer) where are compatible with the surrounding development patterns.

While the proposed designation would support the requested M-1 zoning district, and portions of the site are located near existing industrial and commercial zoning along Atlanta Highway SE and Bird Hammond, the request is not fully consistent with the broader goals and policies of the Comprehensive Plan. However, the proposed industrial use for ±203.78 acres, does not align with the existing future land use map designation of Rural Residential, which is intended to preserve lower-density residential and agricultural development patterns and serve as a transitional area between rural reserve areas and more intense development nodes.

Additionally, the Future Land Use Map illustrates that Low Intensity Workplace areas within the county are currently limited and generally concentrated in smaller, defined employment nodes. Approval of this request would substantially expand the geographic footprint of the Low Intensity Workplace character area and could establish precedent for continued industrial encroachment into surrounding Rural Residential areas. Staff also notes that the applicant has not identified the specific intended uses for the majority of the proposed industrial lots, limiting staff's ability to evaluate long-term compatibility with the Comprehensive Plan's stated development objectives.

3. Would the proposed designation require any changes in the provision of public facilities and services?

The applicant provided a water availability letter from Barrow County Utilities, which states that the department has capacity in the existing water distribution system to service the proposed property, provided the developer completes required upgrades. The applicant also provided a sewer availability letter from Barrow County Utilities, which states that gravity sewer is not located adjacent to the proposed project, thus connection will be the responsibility of the owner/developer – and the applicant noted that should connection be infeasible, they plan to utilize on-site, individual facilities.

The Rural Residential future land use category discourages sewer expansion in order to limit development pressure and preserve the intended lower-intensity development pattern of the area. Although the Low Intensity Workplace character area contemplates employment uses that may not require sewer infrastructure, the scale and intensity of the proposed industrial park, including approximately 29 industrial lots and up to 700,000 square feet of development, may create additional long-term infrastructure and service demands beyond those anticipated under the existing character area designation.

The DRI review also identified potential transportation impacts, including projected peak-hour traffic volumes of approximately 650 to 850 trips and the need for additional review by GDOT prior to development approval. Staff is also unable to fully assess future public facility and service impacts without additional detail regarding the intended uses, operational characteristics, and infrastructure needs associated with the remaining undeveloped lots.

4. Would the proposed designation impact the public health, safety and welfare of the area?

Staff finds that the proposed designation could impact the public health, safety, and welfare of the area. While the applicant has proffered conditions prohibiting certain higher-intensity industrial uses, the request still includes a proposed ready-mix concrete plant through a concurrent Special Use approval, and the letter of intent references office, warehouse, and distribution uses across the remaining 28 lots. Industrial uses of this scale may generate noise, dust, truck traffic, air quality concerns, and other operational impacts that could affect surrounding residential and agricultural properties.

Additionally, because the applicant has not identified the specific intended uses for the remaining industrial lots, staff cannot adequately assess the full potential impacts of the proposed future land use designation or determine the compatibility of future development with surrounding properties. Staff is also unable to definitively determine the impacts of any proposed internal roads, site access configurations, traffic circulation, or future infrastructure improvements associated with the development as no detailed conceptual plans were provided, only the proposed industrial park layout.

5. Is the request a result of a need for additional land area to be made available or developed for a specific type of use?

The current Rural Residential character area is intended to function as a transitional area between the county's rural reserve areas and more intensely developed commercial and industrial corridors. While the subject property is located near existing corridor commercial and industrial uses, including the Barrow County Airport and properties along Atlanta Highway SE, the requested amendment would expand industrial development into an area currently planned for lower-intensity residential and agricultural uses and could contribute to additional pressure for similar future amendments in the surrounding area.

6. Are the areas demographic or projections not occurring as projected?

Staff identified nothing to indicate that the demographic trends, growth patterns, or development projections within the area are occurring substantially different than anticipated under the adopted Comprehensive Plan. The subject property and surrounding area continue to exhibit the predominantly rural residential, agricultural, and transitional development pattern contemplated by the existing Rural Residential character area designation.

The request to amend the Future Land Use Map appears to be driven by a specific development proposal rather than changes in population, housing demand, infrastructure planning, or economic conditions that would warrant reconsideration of the adopted character area. As such, staff finds that the approval of additional industrial land use and the expansion of industrial development into this area

would not be consistent with the long-term planning goals and development pattern established by the current Comprehensive Plan.

ZONING STAFF ANALYSIS

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

In part, the proposed use for an industrial park is consistent with the M-1 (Light Industrial) zoning district which was established to provide locations for light manufacturing and distribution/service facilities developed as planned industrial developments that are located on or have ready access to a major collector or arterial street. Staff notes that the proposed development includes 29 industrial lots and approximately 700,000 square feet of office, warehouse, and distribution space, and the specific intended uses for the majority of the lots have not been identified. As a result, staff cannot determine whether all future uses would remain consistent with the purpose and intent of the M-1 district.
However, the concurrent special use request to allow a ready-mix concrete plant is not permitted in the M-1 district, per Table 2.3 – Principal Use Table. Instead, both asphalt and ready-mix concrete uses are permitted with restrictions in the M-2 (Heavy Industrial) district. The inclusion of a ready-mix concrete plant raises concerns regarding whether the overall request is consistent with the stated purpose of the M-1 district, which is intended for light industrial uses and not heavy manufacturing or the conversion of raw materials into finished products.

UDC Section 89-65: “Light manufacturing facilities shall not involve heavy manufacturing or the conversion of raw materials into finished products. Light manufacturing uses shall generally consist of establishments for processing, assembling, fabricating, preparing, cleaning, servicing, testing, or repairing of materials, goods or products. Such uses should be encouraged near existing like uses.” Based on this language, staff finds that the proposed industrial park may be partially consistent with the M-1 district, however, the proposed concrete plant and the lack of specific information regarding the remaining industrial uses limit staff’s ability to find the request fully consistent with the district purpose.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

Directly adjacent and surrounding properties are zoned agricultural (AG), agricultural residential (AR), low-density single-family residential (R-1), intensive commercial (C-3) and Light Industrial (M-1). There are existing Industrial properties located on Bird Hammond Road & Bowman Mill

Road. The subject property also serves as a transition between the Atlanta Highway SE corridor and surrounding rural residential and agricultural areas. While some commercial and industrial zoning exists in the vicinity, the proposed request would substantially expand the intensity and geographic extent of industrial development into an area that remains largely rural residential and agricultural in character.

3. Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?

While the adjacent properties may not experience direct, immediate usability impacts, the request would intensify the long-term character of the area by expanding industrial and commercial opportunities for the surrounding area. The current layout includes use of Bird Hammond Rd – the proposed Lots 23, 24, 25, 26, and 27 will front said road, facing several existing agricultural residential (AR) parcels (ranging from 1 to 1.33 acres in size). Staff is unable to determine potential impacts to parcels such as these; such impacts will be dependent on traffic, operational characteristics, and site design of those lots, and their uses which are currently undetermined.

The proposed development may also create impacts related to truck traffic, noise, dust, lighting, hours of operation, air quality, site access, and general industrial activity, particularly for nearby residential and agricultural properties. These concerns are heightened by the concurrent request for a ready-mix concrete plant and the lack of specific information regarding the uses proposed for the remaining industrial lots.

Although the applicant has proffered certain use restrictions, those restrictions do not identify the specific uses that will occupy the remaining lots or fully address potential impacts associated with site design, circulation, buffering, and operations. As a result, staff cannot determine that the proposed use will not adversely affect the existing use or usability of adjacent or nearby property.

4. Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?

The proposed use is permitted within the Low Intensity Workplace future land use category and aligns with the requested M-1 zoning district. The overall site layout generally meets the intent of this character area, but additional details are necessary. The Low Intensity Workplace category emphasizes screening between industrial/commercial uses and adjacent residential areas and public right-of-way, as well as strong roadway connectivity.

However, the subject property is currently designated Rural Residential on the adopted Future Land Use Map. The Rural Residential character area is intended to support low-density

residential development, agricultural uses, and transitional development patterns between rural reserve areas and more intensely developed areas. The requested rezoning to M-1 is therefore dependent on approval of the concurrent Future Land Use Map amendment.

The proposed amendment and rezoning would introduce approximately ±203.78 acres of industrially planned land into an area currently planned for lower-intensity residential and agricultural uses. While the Low Intensity Workplace character area may support certain light industrial uses, staff finds that the scale of the proposed industrial park, the proposed ready-mix concrete plant, and the lack of specific information regarding the remaining industrial users limit staff's ability to determine that the request is compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

The site could be developed in accordance with the permissible uses within the AG and AR districts. The existing AG and AR zoning districts are consistent with the current Rural Residential future land use designation and the surrounding rural residential and agricultural development pattern.

Staff is not aware of any condition of the property that prevents its continued use or development under the existing zoning districts. The request appears to be driven by the applicant's proposed industrial development plan rather than a demonstrated inability to use the property as currently zoned. Therefore, staff does not find substantial reasons why the property cannot or should not continue to be used in a manner consistent with the existing AG and AR zoning and Rural Residential future land use designation.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

The proposed development will impact public services, including water/sewer and the adjacent public roads. In the applicant-provided sewer availability letter, Barrow Utilities Department specified that sewer capacity designation will be dictated by the Barrow County Comprehensive Plan and final approval or rejection administered by the Barrow County Board of Commissioners. Gravity sewer is not currently located adjacent to the site, and extension of sewer service would be the responsibility of the owner/developer. If sewer connection is not feasible, the applicant has indicated that individual on-site wastewater treatment facilities may be utilized, which may require additional review based on the ultimate users and operational needs of the site.

There will be increased traffic along Atlanta Hwy, Bird Hammond Rd, Pleasant Hill Church Rd, Bowman Mill Rd and Cash Rd. The DRI report identified significant transportation impacts, including an estimated 650 to 850 peak-hour trips, and GDOT noted that a traffic impact study would need to be reviewed prior to approval of any development permits. The DRI report notes that the anticipated increase in employment opportunities will require an increase in housing availability for the County and surrounding area. An increase in homes will potentially add students to the Barrow County school system and increase demand for fire protection and public services for any associated increase in housing stock. The applicant notes that additional site improvements will include the following:

- Additional parking areas, including EV charging stations.
- Heavy-duty concrete and asphalt paving to support truck access and loading operations.
- Designated fire-truck access routes in full compliance with applicable safety standards.
- A site design focused on minimizing impacts on nearby residents and the broader Barrow County community.
- Enhanced perimeter buffers wherever feasible, with land disturbance limited to the specific needs of each business located within Butler Park.
- Walking trails and picnic areas promote outdoor breaks and enjoyment of the surrounding natural environment.

While the applicant has identified proposed site improvements, staff cannot determine that the proposed uses will not cause an excessive or burdensome use of public facilities or services without additional information regarding the specific industrial users, trip generation, utility demands, fire protection needs, wastewater demands, and final site design. The scale of the proposed industrial park and the potential operational impacts of the ready-mix concrete plant may create public facility, and service demands beyond those anticipated for the property under its current zoning and future land use designation.

7. Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?

There are not any new or changing conditions not anticipated by the Comprehensive Plan. There are existing commercial and industrial parcels in the vicinity, however there are existing residential neighborhoods in the vicinity, as well. The presence of some nearby commercial and industrial parcels does not appear to represent a broader change in land use pattern sufficient to support conversion of the subject property from Rural Residential to industrial use. The

existing Future Land Use Map continues to designate the subject property for Rural Residential uses, and the surrounding area continues to include agricultural, agricultural residential, and low-density residential properties.

Staff is not aware of any adopted infrastructure plan, demographic shift, development trend, or countywide land use need that was not anticipated by the Comprehensive Plan and that would support the requested rezoning and associated Future Land Use Map amendment. As such, the request appears to be based on a specific development proposal rather than new or changing conditions that would warrant a departure from the adopted zoning and future land use framework.

8. Does the proposed use reflect a reasonable balance between the promotions of public health, safety, morality, or general welfare and the right to unrestricted use of property?

The proposed development has the potential to reflect a reasonable balance between public health, safety, and increased property use. The current site design and limited details provided, aside from the prohibited concrete plan use, appear to align with the M-1 district, but said district is not an appropriate zoning designation for the current Rural Residential future land use character designation.

However, staff cannot fully determine that the proposed use reflects a reasonable balance between the promotion of public health, safety, and general welfare and the applicant's right to use the property, due to the scale of the proposed industrial park, the concurrent request for a ready-mix concrete plant, and the lack of specific information regarding the future users of the remaining industrial lots.

The proposed rezoning would allow a significant expansion of industrial use in an area currently planned for Rural Residential uses and located near agricultural, agricultural residential, and low-density residential properties. While the applicant has proffered certain use restrictions and site improvements, those measures do not fully resolve staff's concerns regarding traffic, public facility demands, operational impacts, compatibility with surrounding properties, and consistency with the Comprehensive Plan. Therefore, staff finds that the request does not, as currently presented, demonstrate a reasonable balance between the applicant's proposed use of the property and the protection of public health, safety, and general welfare.

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SPECIAL USE STAFF ANALYSIS

9. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

An industrial park is an allowed use in the M-1 district, however ready-mix concrete plants are not permitted in the M-1 district – as proposed for Lot 28. Such asphalt and concrete uses are permitted with restrictions in the M-2 zoning district. Because the requested special use is for a ready-mix concrete plant, staff finds that the proposed special use is not consistent with the stated purpose of the requested M-1 zoning district. The M-1 district is intended for light industrial uses, while ready-mix concrete plants are regulated as a heavier industrial use and are not listed as a permitted or special use in the M-1 district.

Although the larger industrial park may generally align with certain M-1 uses, the specific special use request for a ready-mix concrete plant is not permitted within the requested zoning district and therefore cannot be found consistent with the purpose and intent of M-1 as proposed.

10. **Is the proposed special use compatible with the goals, objectives, purpose, and intent of the comprehensive plan?**

The parcels fall within the Rural Residential future land use category which does not support commercial or industrial uses, resulting in the concurrent Future Land Use Amendment request to Low Intensity Workplace. The proposed ready-mix concrete plant is an industrial use of greater intensity than what is contemplated by the existing Rural Residential character area, which is intended to support low-density residential, agricultural, and transitional development patterns.

Because the special use is dependent on both the requested rezoning and the requested Future Land Use Map amendment, staff cannot find that the proposed special use is compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan as currently adopted. Additionally, even if the Future Land Use Map were amended to Low Intensity Workplace, the ready-mix concrete plant would still not be permitted in the requested M-1 zoning district.

11. **Will the proposed use impede the normal and orderly development of surrounding property for uses predominant in that area?**

The proposed use as an industrial park will likely influence future development for the surrounding parcels which fall within the Rural Residential character area. Although similarly intense zoned parcels exist in the immediate surrounding area, the requested special use is not

appropriate in the requested M-1 zoning district, nor for the current future land use area designation as presented in the Comprehensive Plan. The introduction of a ready-mix concrete plant may further intensify development pressure on surrounding Rural Residential properties and could encourage additional requests for industrial zoning or future land use amendments in an area currently planned for lower-intensity residential and agricultural uses.

Because the proposed special use is not permitted in M-1 and is proposed within a larger industrial park where the majority of future users have not been identified, staff cannot determine that the use would not impede the normal and orderly development of surrounding property for uses predominant in the area.

12. **Is the location and the character of the proposed use consistent with a desirable pattern of development for the locality in general?**

The proposed use will potentially promote an expansion of higher-intensity, industrial, and commercial uses for the surrounding area. The special use request, in conjunction with the requested FLU amendment and the rezoning request, would alter the long-term character of the area. The ready-mix concrete plant would introduce a heavier industrial use into an area currently designated Rural Residential and proposed for M-1 zoning, where such use is not permitted.

While there are existing commercial and industrial parcels in the vicinity, the proposed special use would expand industrial intensity beyond what is presently contemplated for the subject property by the adopted Future Land Use Map and the requested M-1 zoning district. Staff finds that the location and character of the proposed ready-mix concrete plant are not consistent with a desirable pattern of development for the locality as currently planned.

13. **Is or will the type of street providing access to the use adequate to serve the proposed special use?**

Staff cannot make a definitive decision on this criterion without additional information. The applicant submitted analysis does include “heavy-duty concrete and asphalt paving to support truck access and loading operations” as an additional site improvement.

However, the proposed ready-mix concrete plant may generate truck traffic, turning movements, material deliveries, and operational demands that are different from and potentially more intensive than general light industrial, office, warehouse, or distribution uses.

Without a completed traffic impact study, detailed truck routing plan, driveway/access analysis, and confirmation from the appropriate reviewing agencies, staff cannot determine that the type of street providing access to the use will be adequate to serve the proposed special use.

14. **Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?**

Staff cannot make a definitive decision on this criterion without additional information and input from the County Transportation department. Per the DRI report, the GDOT District 1 Traffic Operations engineer requested the traffic impact study for review and comment. Based on the provided plans, the use proposes several access points, and two new cul-de-sac roads. Upon completion of a traffic impact study, staff and/or the appropriate County agency may recommend site design changes for the proposed use. Given the nature of a ready-mix concrete plant, additional review should specifically evaluate heavy truck circulation, queuing, access spacing, turning radii, emergency vehicle access, conflicts with passenger vehicles, and impacts to Atlanta Hwy SE, Bird Hammond Road, and Cash Road.

Because the traffic impact study has not yet been reviewed and the operational characteristics of the ready-mix concrete plant have not been fully detailed, staff cannot determine that access into and out of the property will be adequate to provide for traffic and pedestrian safety, anticipated traffic volumes, and emergency vehicle access.

15. **Are or will public facilities such as schools, water or sewer utilities, and police or fire protection be adequate to serve this special use?**

Barrow County Utilities has indicated water line and sewer system capacity to service the proposed development, at this moment, but final approval will be based on final plans. Otherwise, without additional information to analyze this criterion, staff anticipate local public services to be adequate to serve this special use. Final utility and public service impacts cannot be fully determined until detailed operational plans are provided and reviewed.

Staff also notes that gravity sewer is not currently adjacent to the site, and any sewer extension would be the responsibility of the owner/developer. If on-site wastewater treatment is proposed, additional review would be necessary to determine whether such facilities are appropriate for the proposed special use. As currently submitted, staff cannot definitively determine that public facilities and services will be adequate to serve the proposed ready-mix concrete plant.

16. **Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare, or odor?**

The letter of intent states that enhanced permitter buffers will be planned, where feasible and "dense existing vegetation and undisturbed buffers will ensure the proposed 75-foot building height remains visually screened from nearby homes." Regarding the industrial lots (particularly the frontage along Bird Hammond Rd), without additional site layout information on potential refuse and loading, staff is unable to offer definitive decision on this criterion. While generally compliant, additional buffers, screening, landscaping, and parking specifications may be required pursuant to relevant UDC sections.

For the proposed ready-mix concrete plant, additional information is needed regarding the location of material storage, loading areas, truck washout, batch plant equipment, outdoor storage, dust control measures, lighting, noise-generating equipment, and circulation areas. These operational components may create impacts beyond those typically associated with light industrial uses and may require additional buffering, screening, setbacks, and conditions if the use were otherwise eligible for approval.

Because the ready-mix concrete plant is not permitted in the M-1 district and the submitted plans do not provide sufficient operational detail, staff cannot determine that refuse, service, parking, and loading areas will be adequately located or screened to protect nearby properties from adverse effects.

17. **Will the hours and manner of operation of the special use have no adverse effects on other properties in the area?**

The hours of operation were not specified in the application for the industrial park. Staff cannot definitively determine potential adverse effects on surrounding properties without more details regarding their operation. This is particularly important for the proposed ready-mix concrete plant, as early morning operations, truck staging, material deliveries, batching activity, backup alarms, lighting, and extended hours could adversely affect nearby residential and agricultural properties.

Without proposed hours of operation, delivery schedules, truck volumes, noise controls, dust control measures, and other operational standards, staff cannot determine that the hours and manner of operation of the proposed special use will have no adverse effects on other properties in the area.

18. **Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?**

Generally, staff anticipates that proposed buildings and structures will be compatible with the height, size, or location of neighboring properties, if sufficiently setback, buffered, and screened; the M-1 district would allow a maximum building height of 75 feet. However, the proposed ready-mix concrete plant may include silos, batching equipment, conveyors, outdoor storage areas, and other industrial structures that differ in height, scale, appearance, and operational impact from typical office, warehouse, or light industrial buildings.

Without detailed elevations, equipment locations, structure heights, setbacks, and screening plans specific to the ready-mix concrete plant, staff cannot determine that the height, size, or location of all buildings and structures associated with the special use will be compatible with neighboring properties. Staff also notes again that the ready-mix concrete plant is not permitted in the requested M-1 zoning district, regardless of whether individual structures could be screened or setback

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00047***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **Submitted - Online**

Apply Date: 01/23/2026

Expiration:

Location Address	Parcel Number
1474 BIRD HAMMOND RD, WINDER, GA 30680	**XX115 085**

Contacts

Alice Lipscomb **Property Owner** [redacted]	Stephen and Candis Hayes **Property Owner** [redacted]
Boyce Holliday **Property Owner** [redacted]	Kossie Group **Property Owner** [redacted]
Stephen Butler **Property Owner** [redacted]	Alex Mitchem **Applicant** [redacted]
Ross Mundy **Applicant** [redacted]	Alex Mitchem **Engineer** [redacted]

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00047***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **Submitted - Online**

Apply Date: 01/23/2026

Expiration:

Description: Georgia United Equities, LLC ("the Applicant") respectfully submits this request for a Future Land Use Amendment from Rural Residential to Low Intensity Workplaces and a rezoning of approximately 202.82 ± acres from AG to M1 Light Industrial with a Special Use Permit for the purpose of developing an industrial park with a concrete plant. As illustrated on the attached site plan, the development includes 29 lots comprising of approximately 700,000 square feet of office, warehouse, and distribution space. The buildings will average approximately 30,000 square feet each for manufacturing space. Additional site improvements will include:

- Additional parking areas, including EV charging stations.
- Heavy duty concrete and asphalt paving to support truck access and loading operations.
- Designated fire truck access routes in full compliance with applicable safety standards.
- A site design focused on minimizing impacts on nearby residents and the broader Barrow County community.
- Enhanced perimeter buffers wherever feasible, with land disturbance limited to the specific needs of each business located within Butler Park.
- Walking trails and picnic areas promote outdoor breaks and enjoyment of the surrounding natural environment.

It should be noted that all required stream and zoning buffers adjacent to residential areas will remain undisturbed. The nearest residential property line is over 200 feet from the proposed building and more than 150 feet from any land disturbance. Dense existing vegetation and undisturbed buffers will ensure the proposed 75 foot building height remains visually screened from nearby homes.

As proposed, the development is consistent with the stated intent of the Low Intensity Workplace category, as it will maintain its low intensity industrial and employment uses that do not require sewer service and that are appropriately situated along major transportation routes, including state routes and nearby rail access. In addition, the proposed rezoning to M 1 Light Industrial is aligned with the purpose and intent of the district, which is designed to accommodate office, business park, light manufacturing, and distribution/service facilities with ready access to major collector or arterial streets. Light industrial operations within the M 1 district are limited to activities such as processing, assembling, fabricating, preparing, cleaning, servicing, testing, or repairing of materials, goods, or products; explicitly excluding heavy manufacturing or the conversion of raw materials into finished products apart from the SUP for a concrete plant on lot 21. This lot will allow the concrete plant to maintain the required 1,000 LF from a residential district. These uses are encouraged to cluster similar established uses in accordance with the Barrow County Comprehensive Land Use Plan. The proposed development is permitted within the requested zoning classification and will support continued industrial growth in this area.

Supplemental to the zoning requests, the Application is willing to proffer the following conditions:

1. A 50 ft undisturbed buffer around the perimeter.
2. Building facades to contain Brick, Stone, or Stucco Water Table as shown in exhibit "A".
3. Prohibit the following uses:

a) Animal slaughtering
b) Wood preservation
c) Paper manufacturing
d) Coal products manufacturing
e) Explosives manufacturing
f) Tire Manufacturing
g) Junk yards
h) Scrap yards
i) Hazardous waste Collection Company

Valuation:	**$0.00**
Total Sq Feet:	**0.00**

j) Hazardous waste treatment and disposal
k) Solid waste landfill
l) Inert landfill
m) Solid waste combustors and incinerators
n) Asbestos abatement lead paint removal
o) Mining, including stone mining and quarrying
p) Livestock sale pavilion
q) Cattle feedlots

The Applicant remains committed to working collaboratively with county staff and the community to address any questions or concerns regarding the proposed development. Supporting documents, including site plans and architectural elevations, accompany this request for reference.

Given the nature and scope of the proposed improvements, the Applicant believes this request is reasonable and justified. Denial of this request would result in a significant limitation on the viable use of the property, potentially constituting a taking under the Just Compensation Clause of the Fifth Amendment, the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution, and Article I, Section III, Paragraph I of the Georgia Constitution.

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees	
Amount Due:	

Condition Name	Description	Comments

Additional Information

Tax Parcel of Subject Property(s): XX115 085
Street Address: 1474 BIRD HAMMOND RD
Intent for the Subject Property: : Light Industrial Park
Additional Application Requests: Development of Regional Impact (DRI), FLUM Amendment req. added to rezone
Is this Residential or Non-Residential?: Non-Residential
Use Type: : Commercial/Industrial
Is the Proposed Project Served by Sewer or Septic: Septic
Property Division Type: Not applicable
Is there a Master Plan Development?: No
Requested Zoning: M-1
Planning Application Types: Rezone - Future Land Use Map Amendment, Special Use (Combined with other applications)
Special Use Request of UDC Section: Sec. 89-160. Cement Manufacturing: Ready-Mix Concrete
Requested Future Land Use: Low Intensity Workplace

Issued By:

January 23, 2026
Date

Received 7/29/26

SPACE ABOVE THIS LINE RESERVED
FOR RECORDERS USE

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

This Declaration of Covenants, Restrictions, and Easements for_Butler Park at Atlanta Highway is made this _____ day of _____, 2020, by, BUTLER PARK AT ATLANTA HIGHWAY INDUSTRIAL BUILDING AUTHORITY, a body politic and corporate and political subdivision of the State of Georgia (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of real property located in Barrow County, Georgia, more particularly described on **Exhibit A** attached hereto and depicted on the site plan attached hereto as **Exhibit B**; and

WHEREAS, Declarant is developing on the property an industrial park known as Butler Park at Atlanta Highway and desires to impose upon the property mutually beneficial restrictions for the benefit of all owners of property within Butler Park at Atlanta Highway. Declarant desires to provide for reasonable procedures for the overall development of Butler Park at Atlanta Highway and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the property which will be subject to this Declaration; and

WHEREAS, Declarant will cause the Association (as hereinafter defined) to be formed as a non-profit organization to perform certain functions for the common good and general welfare of each owner and occupant within Butler Park at Atlanta Highway.

NOW, THEREFORE, Declarant hereby declares that all of the property described on **Exhibit A**, and any additional property that may be subsequently added to and subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. This Declaration is intended to protect the value and desirability of Butler Park at Atlanta Highway and this Declaration shall run with the title to the real property submitted to this Declaration and shall be binding on all parties having any right, title, or interest in any property subject to this Declaration or any part thereof, and their heirs, successors, successors-in-title and assigns; the easements, restrictions, covenants, and conditions of this Declaration shall inure to the benefit of each owner of property subjected to this Declaration and to the benefit of the Association.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration, shall have the meanings assigned to them below, unless the context requires otherwise:

"Annual Assessments" shall mean the regular assessments for the Common Expenses levied from time to time in accordance with and as more fully described in Article V hereof.

"Areas of Common Responsibility" shall mean any property or improvements maintained, improved, or landscaped from time to time by the Declarant, the Development Review Committee, or the Association, and each of their respective agents or representatives, which property or improvements shall include, without limitation, (a) all Common Areas, (b) property which is owned by a Governmental Entity or which has been dedicated to a Governmental Entity where the terms and conditions of the dedication require continued maintenance of the dedicated property by the Declarant, the Development Review Committee, or the Association, or which is otherwise maintained by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, regardless of whether such property is also maintained by the Governmental Entity (c) Stormwater Management Facilities located on and serving one or more Lots and maintained by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, as provided herein, and (d) such other portions of Lots maintained, improved, or landscaped by the Declarant, the Development Review Committee, or the Association, or their respective agents and representatives, pursuant to the terms of this Declaration.

"Assessments" shall mean, collectively, the Annual Assessments and the Special Assessments levied from time to time in accordance with and as more fully described in Article V hereof.

"Association" shall mean the non-profit, non-stock membership corporation to be incorporated under the Georgia Non-Profit Corporation Code and named "Butler Park at Atlanta Highway Owner's Association, Inc." (or another similar, available name conforming to Governmental Requirements), its successors and assigns. Unless otherwise expressly provided herein, any and all obligations, rights, powers, and authority granted to the Association by this Declaration shall inure to and be vested in the Declarant until the Association is incorporated.

"Board" shall mean the board of directors of the Association.

"Common Areas" shall mean all real property, including any Improvements located thereon from time to

time, owned, leased, or used by the Declarant, and thereafter the Association, for the common use and enjoyment of the Owners, their respective guests and invitees, or for the common benefit of Butler Park at Atlanta Highway. Common Areas may include, without limitation, (a) those areas designated by the Declarant, and thereafter the Association, as a "Common Area" by instrument or plat recorded in the records of the Clerk of the Superior Court of Barrow County, Georgia, (b) Stormwater Management Facilities and related Stormwater-Management-Facility infrastructure, and (c) conservation easement areas. Common Areas shall not include any property which has been dedicated to a Governmental Entity. Common Areas may be owned by the Declarant and shall be conveyed by the Declarant to the Association not later than ninety (90) days after Turnover.

"Common Expenses" shall mean the expenses incurred in connection with the administration of the Association and Development Review Committee, and for Improvements on and maintenance and operation of the Common Areas or any Areas of Common Responsibility by the Declarant, the Association, or the Development Review Committee, including, but not limited to, the expenses related to taxes and insurance, utility bills, repair and replacement of Improvements, supervision and security, signage, landscaping, drainage, irrigation and litter control.

"Declarant" shall mean the ~~BUTLER PARK AT ATLANTA HIGHWAY INDUSTRIAL BUILDING AUTHORITY~~, a body politic and corporate and political subdivision of the State of Georgia, its successors-in-title and assigns, provided any successor-in-title or assignee acquires or is conveyed all or any portion of the Property for the purpose of development or sale, and provided further that the "Declarant" designates the grantee of such conveyance to be the "Declarant" under this Declaration. Upon a grantor Declarant's designation of a successor Declarant in an instrument of conveyance, all rights and obligations of the former Declarant in and to such status as Declarant shall cease. Unless otherwise expressly provided herein, any duty, obligation, rights, power or authority granted to the Association by this Declaration shall inure to the Declarant until the incorporation of the Association.

"Declaration" shall mean and refer to this Declaration of Covenants, Restrictions and Easements for Butler Park at Atlanta Highway.

"Development Guidelines" shall generally mean the standards required for development on the Property as may be set forth in this Declaration, as amended from time to time, or as otherwise may be separately imposed by any rules or regulations adopted by the Declarant, the Development Review Committee, or the Association. The Development Guidelines shall at all times be subject to any additional or more restrictive applicable Governmental Requirements.

"Development Review Committee" shall mean the Development Review Committee created pursuant to Article III of this Declaration.

"Governmental Entity" shall mean the State of Georgia, Barrow County and any city, town, or other federal, regional, state, county, or municipal government or quasi-governmental entity (including, without limitation, any agency, authority, subdivision, department or bureau thereof) with jurisdiction over all or any portion of the Property.

"Governmental Requirements" shall mean any applicable laws, statutes, ordinances, rules, regulations, or requirements of any Governmental Entity.

"Improvement" shall mean any structure or other improvement of any kind, whether below, at, or above grade, located anywhere on the Property, including, but not limited to, all permanent or temporary buildings, structures, walks, towers, storage tanks, patios, loading facilities, driveways, signs, docks, walls, fences, screens, parking areas, drainage conduits, mechanical equipment, telecommunications equipment, berms, landscaping, light fixtures, site grading, other artificial earth movement, and any subsequent replacement, rebuilding, expansion or alteration thereof.

"Lot" shall mean a subdivided lot, parcel, tract, or portion of the Property subdivided as a Lot by the Declarant from time to time pursuant to the terms of this Declaration.

"Member" shall mean any member of the Association.

"Mortgagee" shall mean the holder of fee title or a security interest in any Lot by virtue of any mortgage, deed of trust, deed to secure debt or other security instrument, and that Mortgagee's successors and assigns.

"Occupant" shall mean any person occupying all or any portion of a building located on a Lot for any period of time, regardless of whether such person is a lessee, sublessee, tenant, subtenant, licensee, or the Owner of the Lot.

"MOU" shall mean that certain Memorandum of Understanding, as amended from time to time, encumbering the Property and initially executed prior to the date hereof by Declarant,

"Owner" shall mean the one (1) or more persons or entities (including Declarant) that are the record owner of fee simple title to any Lot or property hereafter subjected to this Declaration, but excluding in all cases any party holding an interest in a Lot or any property hereafter subjected to this Declaration merely as security for the performance of an obligation. An Owner may, from time to time, expressly designate an Occupant as the "Owner" hereunder in a lease from the Owner to the Occupant with a term in excess of one (1) year, provided that at any time there shall be only one (1) "Owner" of a Lot or any portion of the Property for purposes of this Declaration.

"Person" shall mean any natural person, trust, corporation, limited liability company, association, partnership, joint venture or other public or private legal business entity.

"Plans" shall mean the applicable plans and designs outlining the nature, kind, shape, height, materials, and location of any Improvements on the Property, including, without limitation, site plans, grading plans, architectural elevations, signage details, and landscape plans.

"Property" shall mean the real property described on **Exhibit A** attached hereto, and any additional property subjected to this Declaration pursuant to Article II, Section 4. The Property shall not refer to any property released from the terms and conditions of this Declaration pursuant to Article II, Section 4.

"Special Assessments" shall mean those special assessments other than Annual Assessments levied from time to time which are established and collected for the purpose of defraying, in whole or in part, any shortfall related to Common Expenses or the cost of any construction, reconstruction, repair, or replacement of a capital Improvement upon or serving any Common Areas or Areas of Common Responsibility.

"Stormwater Management Facility" shall mean a system on or related to the Property designed and constructed or implemented (a) to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or (b) to affect the quantity and quality of discharges of such water, as may be permitted by Governmental Requirements.

"Turnover" shall mean the transfer of Declarant's power to appoint or remove directors and officers of the Association and any other power of Declarant as set forth in this Declaration, upon the first to occur of: (a) the date upon which all of the Lots have been conveyed by Declarant to Owners other than Declarant; or (b) a surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by the Declarant.

ARTICLE II
PROPERTY RIGHTS AND CONTROL

Section 1. Consent to Declaration. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, shall take such interest subject to this Declaration and will be deemed to have assented to the terms and conditions hereof, whether or not (a) assent is expressed in a grantee's deed or instrument of conveyance, (b) such deed or conveyance is signed by the grantee thereof, or (c) any grantee otherwise consents in writing.

Section 2. Control.

(a) The authority and power to enforce the terms and conditions of this Declaration and any restrictions set forth herein, create and enforce the Development Guidelines, and to exercise any and all rights of the Association, until the incorporation of the Association, shall be vested in and inure solely to the Declarant. The Declarant may, in its sole discretion, delegate all or a portion of such authority and power, including the right to create and enforce Development Guidelines, to the Development Review Committee established pursuant to Article III hereof, in accordance with terms and conditions outlined herein. The incorporation of the Association shall occur at such time as Declarant may determine in its sole discretion, but in any event prior to Turnover.

(b) Declarant shall have the right and power to subdivide all or any portion of the Property owned by Declarant, without the joinder or consent of any other Person, into Lots. The Declarant shall exercise such right and power from time to time by (i) designating the Lot in a deed conveying a portion of the Property to an Owner, (ii) designating the Lot or Lots Declarant desires to designate as such by the terms of this Declaration; or (iii) by causing an appropriate plat or plats to be prepared of the Lot or Lots that Declarant desires to designate as such and by duly filing such plat or plats for public record in the Office of the Clerk of the Superior Court of Barrow County, Georgia. Declarant shall have the further right and power, but only with respect to portions of the Property owned by Declarant, to withdraw its designation of any part thereof as a Lot or Lots, to re-designate previously designated areas thereof as a Lot or Lots having different boundaries and configurations from those previously described, to re-combine two (2) or more previously designated Lots, and to divide or subdivide a Lot into two (2) or more Lots. To accomplish any withdrawal, re-designation, re-combination, or subdivision of a Lot or Lots, Declarant shall either make express provision in a deed conveying all or any portion

of the Property then owned by Declarant to an Owner or by filing in the public records an appropriate plat, which plat shall expressly refer to any other plat previously filed of public record which is superseded in whole or in part by the new plat. Except for the rights granted to Declarant under this Section 2, no Lot may be subdivided without the prior written consent of the Declarant at any time prior to Turnover, and following Turnover, without the prior written consent of the Association. All Lot withdrawals, re-designations, re-combinations and subdivisions shall comply with the terms and provisions of all applicable Governmental Requirements, including, without limitation, any zoning or development ordinance of Barrow County, Georgia. Notwithstanding the foregoing, the terms and provisions of this Section 2(b) of this Article II shall at all times be subject to the terms and conditions of the MOU until the expiration or earlier termination of the MOU.

Section 3. Ownership of Common Areas. Legal title in and to the Common Areas (or if such Common Areas are created or exist by virtue of a grant or reservation of easement, then the easement right and the benefit of use in and to such Common Areas) shall be vested in the Declarant until the Declarant conveys the Common Areas to the Association, which conveyance may occur from time to time and at any time, but in any event not later than the date which is ninety (90) days after Turnover. The Declarant or the Association, as the case may be, shall control the benefit, use, and enjoyment of the Common Areas. Declarant shall have the right at any time to convey or cause to be conveyed to the Association all or any portion of the Property owned by the Declarant, whether or not such portion of the Property was a Common Area prior to the conveyance, and which conveyance shall be by quitclaim deed and subject to all matters of record. Declarant or the Association, as the case may be, shall have the right, at any time, to dedicate or transfer all or any part of the Common Areas to any Governmental Entity, utility companies, public agencies or authorities for such purposes and subject to any conditions as Declarant or the Association, as applicable, may determine to be necessary or appropriate. Declarant or the Association shall further have the right to grant easements and rights-of-way to Governmental Entities, utility companies, and public agencies or authorities as it shall deem necessary for the proper service and maintenance of the Common Areas or any other portion of the Property; provided, however, that if any such easements or rights-of-way are to be located within the boundary lines of a Lot, Declarant or the Association, as applicable, shall, to the extent reasonably possible, attempt to limit the location thereof to setback areas or other areas so as to not materially and adversely affect the development and use of any Lot. The Common Areas shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof.

Section 4. Additional Property and Release of Property. Declarant may, at any time prior to Turnover, by an amendment filed in the records of the Clerk of Superior Court of Barrow County, Georgia, (a) subject additional property contiguous to the property described on **Exhibit A** to this Declaration, and (b) only with respect to portions of the Property owned by Declarant, release portions of the Property from the terms and conditions of this Declaration.

Section 5. Insurance. While either the Declarant or the Association (a) holds title to any Common Areas, or (b) undertakes to maintain, improve, or landscape any Area of Common Responsibility, the Declarant or the Association, as the case may be, may obtain commercial general liability insurance and property insurance covering the Common Areas and any Improvements thereon, with such coverage and with such limits as the title holder of the Common Areas may determine, from time to time, except as may be expressly set forth herein. Any premiums for insurance policies maintained by or on behalf of the Declarant or the Association shall be a Common Expense. In the event any insurance proceeds are not sufficient to defray the cost of repair to or reconstruction of any Common Area or Improvements thereon, the Declarant or the Association shall have the authority to and

shall levy a Special Assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Each Owner shall obtain additional insurance, at its own expense, affording commercial general liability coverage, along with fire and extended property damage coverage upon its Lot and its Improvements. Nothing herein shall prevent the Declarant or the Association from obtaining additional insurance coverages as each may determine from time to time, including, without limitation, an Association policy with coverage for Directors & Officers liability and coverage for employee theft.

ARTICLE III
DEVELOPMENT AND ARCHITECTURAL CONTROL

Section 1. Creation. The Development Review Committee shall consist of three (3) individual natural persons. The members of the Development Review Committee shall be appointed by Declarant. The Development Review Committee shall be a committee of the Association upon the incorporation of the Association. Upon the incorporation of the Association the right to appoint and remove the members of the Development Review Committee shall remain vested in Declarant, as specifically provided herein, until Turnover, at which time the right to appoint or remove Development Review Committee members shall be vested solely in the Association and exercised in accordance with the by-laws of the Association.

Section 2. Duties. No Improvement shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition or change to any Improvement be made until Plans for the Improvement have been submitted to and approved by the Development Review Committee.

Section 3. Approval. Owners shall submit all applicable Plans to the Development Review Committee in such form and detail as the Development Review Committee may deem necessary, and the Development Review Committee shall approve or disapprove the Plans within thirty (30) days. Each Owner shall, in the Plans, conspicuously note any proposed Improvements which may conflict with the Development Guidelines. In the event the Development Review Committee fails to approve or disapprove Plans within thirty (30) days, the Development Review Committee shall be deemed to have approved those portions of the Plans which do not conflict with the Development Guidelines. In no event may any Owner, without an express written variance issued by the Development Review Committee, commence construction of any Improvements unless and until Plans therefore are approved by the Development Review Committee. The Development Review Committee may, in its sole discretion, disapprove (a) any incomplete plans or (b) any Plans deemed by the Development Review Committee to be contrary to the best interests of the Property or any Owners. In the event the Development Review Committee expressly disapproves any Plans, the Owner may resubmit corrected, amended, or revised Plans to the Development Review Committee not sooner than ten (10) days after receipt of the disapproval. Any Plans for any temporary structures shall include provisions for dismantling and removing the temporary structures. Decisions of the Development Review Committee shall be made upon the majority vote of the members of the Development Review Committee unless otherwise expressly provided in the Bylaws of the Association.

Section 4. Interior Alterations. An Owner may make Improvements and alterations within the interior of any building on its Lot without obtaining Development Review Committee approval therefor; provided, however, that no Owner shall make any structural alterations in or to Improvements on its Lot or remove any portion thereof or make any additions thereto or do anything else that changes the exterior appearance of the Owner's

Improvements without first submitting Plans therefor to and obtaining the approval of the Development Review Committee.

Section 5. Violations. If an Owner proceeds to construct Improvements without the approvals required by this Article III, the Declarant, the Development Review Committee, the Association, and every Owner shall be irreparably harmed thereby, and the Declarant, the Development Review Committee, the Association, and each Owner may have no adequate remedy at law for an Owner's breach of this Article III. Therefore, in the event any Owner or Occupant, or their agents or representatives, commences any Improvement without the approvals required pursuant to this Article III, then the Declarant and the Development Review Committee shall have the right to take any action necessary to obtain a restraining order barring the Improvements from a court having proper jurisdiction over the matter. The foregoing rights shall inure to the Association upon the incorporation of the Association. The costs incurred by the Declarant, Development Review Committee, or Association for any successful enforcement of this Declaration shall be levied against the Owner of the Lot upon which such construction was commenced.

Section 6. Variances. The Development Review Committee shall have the power and authority, in its sole discretion, to grant variances in writing to any Owner, modifying or waiving the Owner's compliance with any portion of the Development Guidelines. All variances shall be reasonably consistent with the terms, conditions, and purpose of this Declaration, and shall not materially or adversely affect any existing Improvement(s). No waiver or variance shall be construed to apply to any Lot or any matter other than the particular Lot or matter that is the subject of the waiver or variance, and no waiver or variance shall be construed as an ongoing or continuing waiver of or variance as to any rights and duties imposed by this Declaration, which shall continue, but for the particular waiver or variance, in full force and effect.

Section 7. Liability. Declarant, the Association, the Board or any of its members, and the Development Review Committee or any of its members, shall not, individually or in combination, be liable in damages or otherwise to anyone or any business entity submitting Plans for approval or to any Owner affected by an action taken with respect to such a submission, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any Plans. Declarant, the Association, the Board or any of its members, and the Development Review Committee or any of its members shall not, individually or in combination, be liable in damages or otherwise in connection with any construction, design, engineering, or related defect associated with any Improvement constructed on the Property. Without limiting the foregoing, in no event shall any approval, inspection, or certification given by the Development Review Committee, the Declarant, or the Association with respect to any Plans or inspection or approval of any Improvements be in any way deemed to be a warranty of compliance with any applicable laws, rules, regulations, codes or guidelines, including, but not limited to, any health, safety, building or zoning codes, laws, rules or regulations.

ARTICLE IV
ASSOCIATION

Section 1. Purpose. The Association, once formed, shall exist for the sole purpose of performing certain functions for the common good and general welfare of the Owners and of the Property. The Association shall not take any action inconsistent with the promotion of the common good and welfare of the Owners and of the

Property. The Board shall manage and control the affairs of the Association. The number of directors and the method of election of directors to the Board shall be set forth in the by-laws of the Association.

Section 2. Membership. Every person or entity who is an Owner shall be deemed to be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot; provided, however, that if an Occupant has been designated as the "Owner" of a Lot as provided herein, only the Occupant (and not the record owner) shall have a membership and be entitled to vote while designated as the Owner.

Section 3. Voting. As may be more fully set forth in the articles of incorporation or the bylaws of the Association:

(a) Each Owner, with the exception of Declarant, shall be a "Class A" Member of the Association and shall be entitled to one (1) vote for each Lot owned so long as the Member is in good standing. When more than one (1) individual or entity holds a fee ownership interest in a single Lot, all such individuals and entities shall be Members, but they will collectively be entitled to only one (1) vote per Lot. In the event of joint ownership of a Lot, the vote for the Lot may be exercised as the Owners shall collectively determine, however, the failure of joint owners to agree on how to cast their vote with respect to any matter before the Association shall be deemed an abstention as to such matters. In no event shall the Association be required to make any determination with respect to the casting of votes by joint Owners.

(b) The Declarant shall be the sole "Class B" Member and shall be entitled to the greater of (i) three (3) votes for each Lot owned by the Declarant, or (ii) the total number of outstanding Class A votes plus one (1). The Class B membership shall terminate and be converted to Class A memberships upon Turnover, with all of the rights of Class A membership as may be set forth herein.

(c) The Declarant (until Turnover) or the Association may suspend the voting rights of any Member who is delinquent in the payment of any Assessment levied by the Association or who is in violation of any rules and regulations adopted by the Association.

(d) Notice and quorum requirements for meetings of the Association and for actions proposed by the Association may be set forth in the articles of incorporation or the by-laws of the Association.

Section 4. Appointment of Officers and Directors; Turnover.

(a) Until Turnover, Declarant shall appoint and remove the members of the Board.

(b) Upon Turnover, the right to appoint and remove directors and officers of the Association shall automatically pass to the Owners. At the time of Turnover, a special meeting of the Association shall be called by the Declarant, and the Members shall elect a Board, which shall immediately undertake its responsibilities. Declarant shall deliver to the Board the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association in Declarant's possession.

Section 5. Insurance. The Association may obtain commercial general liability insurance and property insurance covering the Common Areas and any Improvements thereon providing such coverage and with such

limits as the Association may determine, from time to time. Any premiums for insurance policies maintained by or on behalf of the Association shall be a Common Expense. In the event any insurance proceeds paid to the Association are not sufficient to defray the cost of repair to or reconstruction of any Common Areas or Improvements thereon, the Association shall have the authority to and shall levy a Special Assessment against all Owners in sufficient amounts to provide funds to pay such excess costs of repair or reconstruction. Each Owner shall obtain additional insurance, at its own expense, affording commercial general liability coverage, along with fire and extended property damage coverage upon its Lot and its Improvements.

ARTICLE V
MAINTENANCE AND ASSESSMENTS

Section 1. Common Areas. The Declarant, until the incorporation of the Association, shall maintain and replace, and keep in good repair the Common Areas and the Areas of Common Responsibility, including, without limitation, all landscaping and Improvements situated upon or serving the Common Areas and the Areas of Common Responsibility. The foregoing shall be the responsibility of the Association upon the incorporation of the Association. The cost of the Declarant's or the Association's maintenance obligations shall be a Common Expense.

Section 2. Lots. Each Owner shall be solely responsible for maintaining the portions of its Lot and all Improvements thereon in a safe, clean, and attractive condition, free of all paper, debris, and trash, and in a manner consistent with the Development Guidelines and with the general appearance of other portions of the Property. Without limiting the foregoing, each Owner shall promptly remove all litter, trash, refuse, and waste; mow the lawn on a regular basis; prune trees and shrubs; water landscaped areas; keep all Improvements, exterior lighting, and maintenance facilities in good repair and working order; keep landscaped areas alive, free of weeds, and attractive; keep driveways and parking areas in good repair; promptly repair exterior damage to Improvements. The Owner and Occupant of any Lot shall observe all applicable building codes, health regulations, zoning restrictions, or similar Governmental Requirements. The Declarant, until the incorporation of the Association, shall have the right, privilege, and license to make any and all corrections, repairs, Improvements, and landscape maintenance at the expense of the Owner should the Owner of any Lot fail to remedy any deficiency in the maintenance of the landscaping and general maintenance of the Owner's Lot within seven (7) days' written notice. The foregoing right, privilege, and license shall inure to the Association upon the incorporation of the Association. All costs incurred by the Declarant or the Association as a result of performing any maintenance obligation of an Owner shall be included with the Assessments levied as to that Owner, and each Person who is an Owner shall be personally liable to the Declarant or the Association, as the case may be, for all direct or indirect costs incurred by the Declarant or Association as a result of performing repairs or maintenance on behalf of an Owner pursuant to this Section.

Section 3. Creation of a Lien and Obligation for Assessments.

(a) Every Owner of a Lot, by acceptance of a deed therefor, agrees that the Declarant, until the incorporation of the Association, may levy, and each Owner agrees to pay, all Assessments. The foregoing right shall inure to the Association upon the incorporation of the Association. The Annual Assessments shall be used for Common Expenses. No Owner may waive or otherwise escape liability for Assessments for any reason, including, without limitation, by the non-use of any Common Area or by abandoning a Lot or any Improvement

thereon.

(b) All Assessments, together with any interest (as provided in Section 7 of this Article V), collection costs, and reasonable attorneys' fees that may accrue due to an Owner's failure to pay Assessments in a timely manner, shall be charged on the Lots and shall be (i) a continuing lien upon any Lot against which each Assessment is made, and (ii) the personal obligation of any Person who is an Owner of a Lot at the time each Assessment is levied. Each Owner shall be personally liable for all Assessments against the Lot of such Owner coming due while such Owner is the holder of title, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the personal liability of a grantee for the unpaid assessments of its grantor (including, but not limited to any interest, costs or reasonable attorneys' fees applicable to or related to such unpaid assessments) shall not apply to any Mortgagee holding a first priority mortgage taking title through foreclosure proceedings or deed in lieu of foreclosure.

Section 4. Special Assessments. In addition to the Annual Assessments, the Declarant, until the incorporation of the Association, may levy a Special Assessment at any time. The foregoing right shall inure to the Association upon the incorporation of the Association. Upon levying a Special Assessment, the Declarant or the Association, as the case may be, shall send a written notice to each Owner stating (a) the amount of the Special Assessment owed by such Owner, (b) the basis for the calculation of the Special Assessment assessed against such Owner's Lot in relation to all Special Assessments concurrently levied, and (c) that unless the Owner pays the Special Assessment levied against that Owner's Lot(s) within thirty (30) days following the Owner's receipt of the statement, payment of the Special Assessment shall be delinquent and shall bear interest in accordance with Section 7 of this Article V from the date when due until the receipt of full payment by the Association.

Section 5. Allocation of Assessments. All Assessments shall be assessed against Lots in a uniform manner, based upon (a) the acreage of a particular Lot relative to the total number of acres comprising all of the Lots, (b) the linear frontage of the Lots which are adjacent to right-of-ways or roadways, as compared to the total linear frontage of all Lots along right-of-ways and roadways (which, by way of example and not by limitation, may be employed when proportionate acreage would not equitably allocate right-of-way landscaping expenses), (c) a combination of the foregoing methods, or (d) such other equitable allocation of Assessments as the Declarant or the Association, as the case may be, may determine in their sole discretion.

Section 6. Due Dates of Annual Assessments. Annual Assessments shall commence as to any Lot at a date established by the Declarant or the Association, as the case may be. The first (1st) Annual Assessment shall be adjusted according to the number of months remaining in the calendar year in which the first (1st) Annual Assessment is levied. The Declarant or the Association shall determine Annual Assessments on an annual basis and thereafter levy Assessments in such manner and on such dates as may be fixed by the Declarant or the Association. Unless otherwise provided by the Declarant or the Association, as the case may be, all Assessments or any portion thereof levied shall be due within thirty (30) calendar days after the receipt by Owner of an invoice or statement for the Assessments.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) Any Assessment not paid on or before the date when due shall be delinquent and shall accrue interest thereon at a rate equal to ten percent (10.0%) per annum. If an Assessment is not paid within thirty (30) days of the due date, the Declarant or the Association, as the case may be, may enforce and foreclose the lien

for Assessments against the Lot as provided by and in accordance with the procedures set forth by O.C.G.A. § 44-3-232 (as amended or superseded from time to time), and/or bring an action at law or equity against any Person personally obligated as an Owner to pay an Assessment. All of the remedies permitted or available to the Declarant or the Association under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(b) If the Declarant or the Association chooses to enforce the lien for Assessments, the Declarant or the Association, as the case may be, shall prepare a written notice of an Assessment lien setting forth the amount of the unpaid indebtedness, the date that the unpaid indebtedness was due, the name of the Owner of the Lot or portion of the Property covered by such lien, and a description of such Lot or portion of the Property. The lien notice shall be signed on behalf of the Declarant or the Association and shall be recorded in the records of the Clerk of Superior Court of Barrow County, Georgia. The lien shall attach with the priority set forth in this Declaration and from the date that such payment becomes delinquent.

(c) The personal obligation of any Person who is an Owner of a Lot and the lien for Assessments shall include all interest accruing on the unpaid Assessments pursuant to this Section 7, along with the costs of collection, including court costs, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees. The Declarant or the Association, as the case may be, acting on behalf of the Owners, shall have the power to credit bid up to an amount equal to all unpaid Assessments, costs, and fees for the Lot at a foreclosure sale to enforce its lien, and to acquire, hold, and convey title to any Lot acquired through the foreclosure sale. During the period the Lot is owned by the Declarant or the Association following foreclosure, no Assessment shall be assessed or levied on such Lot foreclosed upon.

Section 8. Subordination of Assessment Lien to First Mortgages. The lien on any Lot for the Assessments provided for herein shall be superior to all other liens except for (a) the lien for ad-valorem taxes and any other liens which, by law, would be superior to a lien for Assessments, and (b) the lien and security title of any first priority mortgage of record made in good faith and for value to an institutional Mortgagee such as a bank, savings and loan association, real estate investment trust, holder of industrial revenue bonds, or insurance company, unless a suit and lis pendens to enforce the lien for Assessments shall have been filed in a court of competent jurisdiction prior to the recordation of such mortgage; provided, however, that any Mortgagee or other purchaser at any trustee's, mortgagee's, or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner of the Property effective upon the date of acquisition. No sale or transfer shall relieve (y) any selling or transferring Owner from liability for any Assessments levied prior to the sale or transfer (whether or not coming due subsequent to such sale or transfer), or (z) the transferred Lot from liability for a lien of any Assessment thereafter coming due.

Section 9. Delegation of Rights and Obligations to Development Review Committee. Notwithstanding the foregoing or any other terms and conditions of this Declaration, the Declarant may, at any time prior to and until the incorporation of the Association, delegate to the Development Review Committee any or all of the rights, privileges, licenses and obligations allocated to Declarant pursuant to this Article V, including, without limitation, the right to levy Assessments and enforce the provisions hereof.

ARTICLE VI
PERMITTED USES

Section 1. General Permitted Uses and Restrictions.

(a) Unless otherwise restricted herein, the following uses shall be permitted on the Property:

(i) Any commercial or industrial use which involves manufacturing, processing or assembly operations or the storage and sale of heavy materials, products or equipment; but not including uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard or other objectionable conditions to nearby areas;

(ii) Bakeries and other establishments manufacturing prepared foods and miscellaneous food products;

(iii) Bottling plants;

(iv) Cabinet shops;

(v) Clinics, cafeterias, employee credit unions and recreational facilities appurtenant to such uses for employees only;

(vi) Cold storage, ice plants and freezer lockers;

(vii) Dairy plants and ice cream manufacturing;

(viii) Distribution of products and merchandise;

(ix) Vocational education and training facilities;

(x) Electrical appliances and equipment, sales, and repairs;

(xi) Electronic manufacturing and assembly plants;

(xii) Fabricating shops such as woodworking, upholstery, and sheetmetal shops;

(xiii) Miniwarehouses;

(xiv) Offices and administrative facilities;

(xv) Plumbing shops and other contractors, including open storage of materials when located in the rear yard in accordance with the requirements of this Declaration;

(xvi) Printing, publishing and reproducing establishments;

(xvii) Sign painting and fabricating shops;

(xviii) Textile manufacturing plants;

(xix) Tire recapping and retreading shops;

(xx) Wholesaling or warehousing; and

(xxi) Customary accessory buildings and uses.

(b) No Owner may use the Lot or any portion of the Property in such a manner as to increase the fire insurance rating applicable to present or future Improvements of others in the immediate vicinity of the Lot.

(c) No Owner or Occupant of any Lot may conduct any activity on any portion of the Property which results in objectionable noises, sounds, or smoke; the emission of noxious, toxic, or corrosive fumes; the emission of dust, dirt, or fly ash; the use, production, storage, or handling of fire or explosive hazards, and no Lot or any portion of the Property shall be used so as to cause a nuisance. A "nuisance" as used herein may include, without limitation, any activity which (i) annoys, disturbs, or affects the Owners and/or Occupants of any Improvement or Lot, or the owners or occupants of property contiguous to the Property; (ii) obstructs or interferes with the reasonable or compatible use of a Lot, the Property, or any lot or property contiguous to the Property; (iii) renders the usage or occupancy of any Improvement potentially dangerous or damaging to persons or property located on the Property or any property contiguous thereto; or (iv) violates any applicable Governmental Requirement.

Section 2. Specific Use Restrictions. Notwithstanding the restrictions outlined in Section 1 of this Article VI, the following uses shall not be permitted on the Property unless otherwise approved in writing by Declarant:

(a) any distilling, brewing, refining, smelting, agricultural, forestry, excavation, or mining operations, and any drilling for and/or removal of subsurface substances;

(b) any mobile home parks, trailer courts, labor camps, junkyards, stockyards, or animal raising or care facilities; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction, or maintenance;

(c) any radio, television, and other communication transmission towers, provided, however, that this prohibition shall not be applicable to appropriate communication transmission towers expressly approved by the Development Review Committee and located on portions of the Property (a) not reasonably usable in accordance with the uses permitted by Section 1(a) of this Article VI, and (b) only upon the express prior written consent of the Development Review Committee;

(d) any dumping, disposing, incineration, or reduction of garbage, provided, however, that this prohibition shall not be applicable to appropriate garbage management appurtenant to a permitted use in accordance with the Development Guidelines;

(e) any automotive, boat, or trailer or recreational vehicle sales, leasing, display, service, or body shop repair operations;

(f) any bowling alleys or skating rinks;

(g) any live performance theaters;

(h) any veterinary hospitals or animal raising or boarding facilities;

(i) any mortuaries, crematoriums, or funeral homes;

(j) any establishment selling or exhibiting pornographic materials or which sells drug-related paraphernalia or which exhibits, either live or by other means, to any degree, nude or partially clothed dancers or entertainers and/or any massage parlors or similar establishments;

(k) any dry-cleaning plant or facilities;

(l) any auction or public sale facility, pawn shop, flea market, amusement or video arcade, pool or billiard hall, car wash, convenience store, gas station, or dance hall;

(m) any bingo halls, gambling facilities, or related operations, including, without limitation, off-track or sports betting parlors, or facilities for table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines, or similar devices.

(n) any dwellings (including, without limitation, permanent residential dwellings, and temporary or transient dwellings such as inns, hotels, or motels);

(o) any sewage treatment plants or facilities, except for pretreatment facilities.

Section 3. Zoning. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, all Owners at all times shall use their Lot and the Property in compliance with all applicable Governmental Requirements, including, without limitation, all applicable zoning ordinances applicable to the Property.

ARTICLE VII
ADDITIONAL DEVELOPMENT GUIDELINES AND COVENANTS

Section 1. Construction. Any builder employed by an Owner may conduct its construction operations and activities on that Owner's Lot or any portion thereof and do all things reasonably necessary as required expeditiously to commence, continue, and complete construction of Improvements thereon, including the provision of temporary buildings and/or trailers for administration of work and for the storage of materials and equipment. The open storage of building materials and equipment and the construction of temporary security fences and lighting shall be confined solely within the boundaries of a Lot. All Lots shall be kept reasonably clear during any construction period, and the Owner of any such Lot shall be responsible for ensuring that

construction debris is not left on any other Lot or within any right-of-way or easement. The Development Review Committee may designate points of ingress and egress to individual Lots for construction vehicles. Each Owner shall be responsible for all damages (such as, but not limited to, air pollution, soil erosion, damage to rights-of-way, landscaping, or other Common Areas, elimination of trees without replacement, or increased water runoff rates) to areas outside that Owner's Lot resulting from any construction, alteration, maintenance, repair, replacement, or removal of Improvements.

Section 2. Setbacks. All buildings shall be set back a minimum of seventy-five (75) feet from any street or public right-of-way fronting the building; twenty (20) feet from any side-yard property line; and twenty (20) feet from any rear-yard property line. In addition, all parking must be located at least ten (10) feet from any property line and no building or portion of a building may be located any closer than ten (10) feet from any parking area in front of a building.

Section 3. Site Coverage. The building-to-land ratio (the footprint of the building coverage on the land) shall be no less than ten percent (10%) and not more than sixty percent (60%) for any Lot unless written approval is given by Declarant.

Section 4. Subdivision. No Owner may subdivide a Lot without the prior written approval of the Development Review Committee.

Section 5. Parking. Each Lot shall have off-street automobile parking, and no parking shall be permitted on any street, driveway, entrance, or any other location, other than in approved parking spaces. All parking areas shall be paved with asphalt or concrete and shall have concrete curbs and gutters around their perimeters, except in locations where expansion is anticipated. No trucks or motor vehicles other than passenger vehicles may be parked or stored in any automobile parking area located within seventy-five (75) feet from any street or public right-of-way fronting a building, and no passenger vehicle parked within seventy-five (75) feet of any street or public right-of-way fronting a building shall have applied thereon or attached thereto any sign or advertising which is inconsistent with the intent of any signage criteria provided in this Declaration, as may determined by the Development Review Committee, in its sole discretion.

Section 6. Loading. All loading or staging areas shall be paved. All loading areas shall be at least one hundred twenty (120) feet deep.

Section 7. Exterior Facades.

(a) The exterior construction of all buildings shall be either brick, brick and glass, pre-cast or tilt-wall concrete panels, stone, stucco and/or painted/stained concrete, excluding expansion walls, windows, door trim, canopies, and architectural accents.

(b) Except as specifically provided herein, the exterior facade and appearance of any expansion or addition to any existing building shall be consistent with the color, texture, and materials of the original building.

(c) There shall be no "expansion walls" in the front yard of any Lot. Otherwise, expansion

walls shall (i) be constructed of concrete block and painted to match any surrounding brick, (ii) consist of pre-cast or tilt-wall concrete panels matching any surrounding permanent walls, or (iii) consist of insulated metal wall panels or pre-finished metal panel cladding, so long as any such panels and walls are a complementary or similar color to the color of the other exterior walls of the building.

(d) If any wall exceeds one hundred (100) feet in length or twenty (20) feet in height, the pattern of the brick or concrete construction shall be varied to provide visual relief.

(e) All down-spouts and gravel stops shall be pre-finished metal and/or shall be painted a color complementary to the wall color.

(f) No building shall have any appendages (i.e. exhaust fans, vents, etc.) visible from the front yard.

Section 8. Screening.

(a) No truck courts or storage areas shall be visible from any public street or right-of-way and any potentially visible courts or storage areas must be screened by Improvements such as berms or site grading, or landscaping consisting of evergreen plants or flora with a minimum installation height of four (4) feet.

(b) Trash dumpsters, compressors, and other similar equipment shall be located in such a manner as to minimize the visibility from any street or right-of-way and screened by masonry or concrete walls, or landscaping.

(c) Any ground mounted antennae or receiving dishes must be in rear yards or screened so as to not be visible from any street or right-of-way.

(d) All screens and visual barriers must be approved by the Development Review Committee.

(e) Roof mounted antennas or satellite or receiving dishes shall be located in such a manner as to minimize the visibility from any street or right-of-way or screened so as to not be visible from any street or right-of-way.

Section 9. Fences. No fences or screen walls may be permitted in the front yard of any Lot, unless a variance is expressly granted therefor by the Development Review Committee, in which case any such fences or screen walls shall (a) be of masonry or concrete construction similar in design and material to that of the building, or black or green vinyl coated fencing, or decorative aluminum fencing, (b) conform to all setback requirements outlined in this Declaration, and (c) only contain gates of a design approved by the Development Review Committee which consist of fabricated metal painted or colored dark brown, dark green, or black. Vinyl-clad, chain-link, or other similar type fences colored dark brown, dark green, or black are permitted in side and rear yards only, and must be placed along the Lot boundary lines in the side and rear yards, except the fences may, if necessary, be set back five (5) feet from the Lot boundary line to accommodate trees or shrubs. Any gates installed in front yard fences or screen walls shall be of fabricated metal, painted or colored dark brown, dark green, or black; and of a design approved by the Development Review Committee.

Section 10. Utilities.

(a) All utilities shall be installed underground.

(b) Ground mounted transformers and switching gear shall be visually screened from view by landscaping.

(c) All street lights and parking lot lights shall be uniform throughout the Property, matching the standard lighting installed by the Declarant.

Section 11. Landscaping.

(a) The entire unpaved area of any Lot containing a building site, including the area between the Lot line and street curb line, shall be landscaped. Expansion areas may contain grass or sod until construction on the expansion area commences.

(b) All landscaping must be irrigated, subject to Governmental Requirements. Automatic sprinkler systems are required for front yards.

(c) Planting beds shall be mulched with pine straw or hardwood mulch not less than once per year. All landscaped beds are to be maintained weed free and defined for a clean, crisp appearance.

(d) One tree (minimum 3" caliper) shall be planted along the street for every fifty (50) feet of street frontage for each Lot. Each Lot shall have a minimum number of plant specimens selected from the Approved Plant List, attached hereto as **Exhibit C**, pursuant to the following schedule:

(i) At least one (1) tree per seven thousand (7,000) square feet of property on the Lot;

(ii) At least one (1) three-gallon shrub per five thousand (5,000) square feet of property on the Lot; and

(iii) At least one (1) one-gallon shrub per two thousand (2,000) square feet of property on the Lot.

(e) All ground cover shall be selected from the Approved Plant List.

(f) Ditches and swales shall have a minimum side slope of one (1) foot vertical to three (3) feet horizontal.

(g) All landscaping shall be installed within sixty (60) days of the occupancy or substantial completion of any building on a Lot, whichever occurs first, as determined by the Development Review Committee in its sole discretion.

Section 12. Signage and Lighting.

(a) All signs on a Lot must be flush mounted on a building facade on the Lot or mounted on a

ground-set monument on the Lot of similar design and material as the building(s) on the Lot.

(b) Facade mounted signs shall be metal, ground lighted, and uniform in size and color throughout the Property. Any ground-set monument signs shall be ground lighted and appropriately landscaped.

(c) No portable or temporary signs of any form shall be permitted on any Lot, except for "Building For Sale" or "Building For Lease" signs.

(d) All exterior lighting installed on a Lot shall be indirect or of such controlled focus and intensity that it will not disturb the Owners or Occupants of any adjacent Lots.

(e) All monument signage structures shall be consistent throughout the Property and subject to the approval of the Development Review Committee.

Section 13. Exterior Storage Tanks. No exterior storage tanks, silos, hoppers, or similar structures shall be installed or erected on any portion of the Property unless written approval is given by Declarant.

Section 14. Temporary Structures. Except as otherwise may be expressly permitted herein, no temporary structure shall be installed or maintained on any property or Lot without the specific written approval of the Development Review Committee.

Section 15. Restoration. In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall, as soon as reasonably possible, but in any event within thirty (30) days after receipt of notification by the Declarant or the Development Review Committee, (a) replace or commence the prompt replacement of the damaged or destroyed Improvement to its original condition, or such other condition as may be approved in writing by the Development Review Committee, or (b) upon receipt of approval from the Declarant or Development Review Committee, demolish the damaged or destroyed Improvements and thereafter landscape the Lot so as to present a pleasing and attractive appearance.

Section 16. Prosecution of Work After Approval. After the Development Review Committee approves any proposed Improvement, the Owner shall commence construction and completion of the proposed Improvement as promptly and diligently as reasonably possible and in complete conformity with the Plans submitted to the Development Review Committee and any conditions imposed by the Development Review Committee. Failure to complete a proposed Improvement either within twelve (12) months after the date of approval or in accordance with the Plans submitted to the Development Review Committee or any conditions imposed by the Development Review Committee shall be deemed a breach of this Declaration. The foregoing shall not be interpreted to prevent the construction of "shell" buildings to be ultimately completed based upon requirements provided by specific prospective Occupants subsequent to the expiration of the twelve (12) month completion deadline outlined herein. An Owner shall notify the Development Review Committee in writing of any suspended construction in excess of thirty (30) days and of subsequent recommencement thereof.

Section 17. "Unlimited Area" Buildings. All buildings on the Property are intended to be classified as "Unlimited Area" buildings (Type II, Fully Sprinklered) under the International Building Code adopted by the County of Barrow, Georgia, which term refers to a building that is allowed to exceed area limitations stipulated in the applicable building code, not by virtue of its construction type, but by virtue of its isolation on the property

and by the inclusion of fire sprinkler systems. All buildings and other Improvements shall comply with building code requirements applicable to "Unlimited Area" buildings, including, without limitation, any requirements related to the installation of approved fire sprinkler systems. Notwithstanding the foregoing, no Owner or Occupant shall be obligated to modify or alter any existing building or other Improvements by virtue of this Section 17 due to subsequent changes in the applicable zoning ordinance, building code or any other Governmental Requirements.

Section 18. Stormwater Management Facilities. If prior to the conveyance of any Lot or portion of the Property, Declarant should enter into a "Stormwater Management Facility Maintenance Agreement" or other similar instrument or agreement arising by virtue of Governmental Requirements and duly recorded in the Official Records of the Clerk of the Superior Court in and for Barrow County, Georgia, and such instrument requires a "landowner" or "homeowner's association" to maintain a Stormwater Management Facility that is not otherwise a Common Area, Declarant shall, until the incorporation of the Association, remain responsible for the maintenance of such Stormwater Management Facility. The foregoing obligation shall inure to the Association upon the incorporation of the Association. Any Stormwater Management Facility maintained by the Declarant or the Association shall be deemed an Area of Common Responsibility. Owners shall maintain all Stormwater Management Facilities on their Lots which are otherwise not required to be maintained by the Declarant or the Association in good order and repair at all times.

ARTICLE VIII
EASEMENTS AND RESTRICTIONS

Section 1. Easement for Utilities. There is hereby reserved unto the Declarant, its successors and assigns, a ten (10) foot strip on each Lot parallel to and along the boundary line of every Lot as an easement for the purpose of installing, replacing, repairing, and maintaining any and all utilities and all ingress and egress related to such purpose. By virtue of this easement, all utility providers may erect and maintain all necessary equipment on the easement area and to affix, maintain, and repair all utility wires, circuits, and conduits on, across, and under the surface of any Lot. This easement includes the right to conduct site work, cut any trees, bushes, or shrubbery, and take any other actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance on the Property. The Declarant shall promptly restore or cause to be restored any area affected by the exercise of the rights provided by this easement. Should any utility furnishing a service covered by the general easement herein provided require a specific easement by a separate recordable document, the Declarant and the Association shall have the continuing right to grant such easements on this easement strip without conflicting with the terms hereof. Notwithstanding anything contained herein to the contrary, no sewers, electrical lines, water lines, or other utility infrastructure may be installed, located, or relocated on any portion of the Property except as approved by the Development Review Committee or as installed and located during the original development of the Property by the Declarant. The Declarant and the Association shall have the power to dedicate all or part of any utility easement granted pursuant to this Section 2 to any Governmental Entity.

Section 2. Drainage Easement. There is hereby reserved a blanket easement over each Lot, for the benefit of every other Lot, for the drainage of surface water and for altering drainage and water flow wherever and whenever reasonably necessary to maintain reasonable standards of health, safety, and appearance on the Property; provided, however, that when construction of the initial Improvements and landscaping has been completed in accordance with the terms hereof, this drainage easement shall be deemed to be limited to (a) the drainage lines, facilities, and Improvements installed in, on, and under the Lot, and (b) that portion of the surface of the Lots necessarily used for surface drainage into any drainage related Improvements on the Property. This easement includes the right to conduct site work, cut any trees, bushes, or shrubbery, and take any other actions reasonably necessary to maintain reasonable standards of health and appearance on the Property. Declarant, until Turnover, and thereafter the Association, shall promptly restore or cause to be restored any area affected by the exercise of the rights provided by this easement. The provisions hereof shall not be construed to impose any obligation upon Declarant or the Association to create any specific drainways upon any portion of the Property.

Section 3. Landscape and Access Easements. There is hereby reserved a blanket easement over each Lot for the purpose of maintaining landscaping on any portion of the Property which either the Declarant, the Development Review Committee, or the Association is required or permitted to maintain and/or landscape pursuant to the terms and conditions of this Declaration. Without limiting the generality of the foregoing, a fifty (50) foot strip on each Lot parallel to and along the boundary line of _____ Drive is hereby reserved unto the Declarant, the Development Review Committee, and the Association, as an easement for the purpose of landscaping and installing, maintaining, and replacing landscaping and landscaping related Improvements, and ingress and egress related to such purpose.

Section 4. "No-Build" Easement. In order to assure compliance with the building code requirements

related to "Unlimited Area" buildings as set forth in Section 17 of Article VII, no building may be constructed within a strip of land running thirty (30) feet in width parallel to the boundary lines of every Lot, so that a total "No-Build Area" consisting of a strip of land sixty (60) feet in width shall at all times exist between buildings located on adjacent Lots on the Property. No building shall project, be erected, or placed upon or above the No Build Area. The No Build Area shall be held, conveyed, encumbered, leased, and used subject to the restrictions, covenants, agreements, and equitable servitudes set forth in this Section 5, which are hereby declared to be for the benefit of the Property and each portion thereof. No building or other Improvements shall be constructed on any Lot in a manner which will either preclude the construction on an adjacent Lot of an "Unlimited Area" building, or cause an existing "Unlimited Area" building on any adjacent Lot to no longer be in conformance with any applicable zoning ordinance and building code requirements. Notwithstanding the foregoing, (a) no Owner or Occupant shall be obligated to modify or alter any existing building or other Improvements by virtue of this Section 5 due to subsequent changes in the applicable zoning ordinance, building code, or any other Governmental Requirements, and (b) upon obtaining the express prior written approval of the Development Review Committee (which shall be sought as a variance in accordance with Section 6 of Article III of this Declaration), the Owners of adjacent Lots may shift the No Build Area between such adjacent Lots, so long as a total contiguous sixty (60) feet wide No Build Area is maintained at all times between the buildings on such Lots (for example, an Owner may agree to an increased No Build Area forty (40) feet in width so that the Owner of an adjacent Lot may have an adjacent reduced No Build Area twenty (20) feet in width). Any re-allocated No Build Area shall be evidenced by a No Build Area easement amendment which shall identify the affected adjacent Lots and the location of the re-positioned No Build Area, and which shall be duly executed by the Owners of the affected adjacent Lots and recorded in the real property records of Barrow County, Georgia (with a cross reference to this Declaration).

Section 5. General Access and Emergencies.

(a) Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to the portion of the Property owned by such Owner, subject to the right of the Declarant or the Association to dedicate or transfer all or any portion of the Common Areas to a Governmental Entity for public use as otherwise provided herein. An Owner's right of use and enjoyment in and to the Common Areas and facilities located thereon, if any (a) shall extend to the Occupants of the portion of the Property owned by such Owner, and (b) shall not give any Owner or Occupant the right of ingress or egress across any portion of the Property owned by another Owner and not a part of the Common Areas to obtain access to Common Areas.

(b) In addition to the right of the Declarant or the Association to exercise self-help as otherwise provided herein, the Declarant, until Turnover, and thereafter the Association shall have the right, but not the obligation, to enter upon any portion of Property for emergency, security, and safety reasons, which right may be exercised by the Declarant's or the Association's agents or representatives (including, without limitation, the Development Review Committee), and by all police, fire, ambulance, medical technicians, paramedic, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Declarant and the Association, and their agents or representatives (including, without limitation, the Development Review Committee), to enter any Lot to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Declarant, Development Review Committee, or the Association.

Section 6. Declarant's Easements. Declarant hereby reserves the right to use any portion of the ten (10) foot strip parallel to and along the boundary line of every Lot, whether improved or unimproved, as Declarant, in the exercise of its sole discretion, may deem necessary or advisable for, or as may be reasonably required, convenient, or incidental to, ingress, egress, or the provision of temporary utility services related to the construction of Improvements upon any portion of the Property. This easement shall exist until such time as the Declarant no longer owns any Lot within the Property.

Section 7. Perpetuity. All easements reserved or granted in this Declaration shall be perpetual, non-exclusive easements except where the terms of this Declaration expressly provide otherwise or where the context and grant or reservation of such easement reasonably require a different interpretation. Nothing contained in the preceding sentence is intended to alter, waive, or terminate the right of the Declarant, the Association, or others to whom such right is given herein, to relocate or modify any easement in accordance with any rights provided in this Declaration.

ARTICLE IX
ENFORCEMENT

Section 1. General. The Declarant, the Association, and any Owner may proceed at law or in equity to prevent the violation of any term of this Declaration. Each Owner and every Occupant shall comply with the covenants, conditions, and restrictions set forth in this Declaration, as amended from time to time.

Section 2. Declarant’s and Association's Rights. The Declarant and Development Review Committee shall have the right (a) upon reasonable notice, at any time following a violation or breach of this Declaration, without any liability to the Owner or Occupant for trespass or otherwise, to appoint an agent or representative to enter upon any Lot where a violation or breach exists and abate and remove, at the expense of the Owner, any Improvement or condition as may be necessary to remedy the breach or violation or conform the Lot with the Development Guidelines; and (b) to prosecute a proceeding at law or in equity against the Owner, Occupant, or any other person or persons that violate or attempt to violate any of the terms, conditions, or restrictions imposed by this Declaration. The foregoing rights shall inure to the Association upon the incorporation of the Association. Each Owner shall be liable to and pay the Declarant, the Development Review Committee, or the Association, as the case may be, for all costs incurred related to enforcing the terms and conditions of this Declaration, including court costs and reasonable attorneys' fees. Each Owner and Occupant, if different individuals or entities, shall be jointly and severally liable for the conduct of an Occupant on any Lot.

Section 3. No Waiver. No delay or failure on the part of any aggrieved party to invoke any available remedy in respect to a violation of any of the terms of this Declaration shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon recurrence or continuance of the violation or the occurrence of a different violation, nor shall there be construed upon the Declarant, the Development Review Committee, or the Association an absolute duty to take any action to enforce this Declaration.

ARTICLE X
AMENDMENTS

Section 1. Amendments by Declarant. Prior to Turnover, Declarant may amend this Declaration by an instrument in writing filed and recorded in the records of the Clerk of Superior Court of Barrow County, Georgia, without the approval of any Member or Owner of any portion of the Property, provided, however, that (a) in the event that an amendment adversely affects the title to any Lot, the amendment shall be enforceable as to any affected Owner only upon the written consent of the Owner affected thereby, and (b) in the event that an amendment adversely affects the security title and interest of any Mortgagee, the amendment shall be enforceable as to such Mortgagees only upon the approval thereof of all Mortgagees affected thereby. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by any amendments permitted by this Section and further agrees that, upon receipt of a request for a consent to an amendment from the Declarant, each Owner will consent to the amendment of this Declaration or any other instruments relating to the Property so long as (x) the amendment is necessary for this Declaration to conform with any applicable Governmental Requirement or any judicial determination otherwise in conflict with this Declaration; (y) the amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lot subject to this Declaration, or (z) the amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

Section 2. Amendments by Association. Upon the incorporation of the Association, notice of proposed amendments to this Declaration, other than those authorized by Section 1 of this Article X shall be given to each Member along with the notice for a meeting of the Association. At the noticed meeting of the Association, an amendment may be adopted by a vote of at least two-thirds (2/3) of the total votes in the Association, provided, however, that (a) in the event that an amendment materially alters or changes any Owner's right to the use and enjoyment of the Owner's Lot or if the amendment adversely affects the title to any Lot, the amendment shall be enforceable as to any affected Owner only upon the written consent of the Owner affected thereby, (b) in the event that an amendment materially and adversely affects the security title and interest of a Mortgagee, the amendment shall be enforceable as to such Mortgagee only upon the approval thereof of all Mortgagees affected thereby, and (c) any amendment proposed prior to Turnover must also be approved by Declarant. Any such amendment shall be effected by a signed instrument recorded in the records of the Clerk of Superior Court of Barrow County, Georgia.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Coverage. This Declaration, and the terms and conditions hereof shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Declarant, the Association, the Board, the Development Review Committee, or (except where enforcement is expressly reserved to the Association pursuant to the terms of this Declaration) by any Owner, their respective legal representatives, heirs, successors and assigns.

Section 2. Compliance. Each Owner shall strictly comply with the terms, conditions, and restrictions set forth in this Declaration, and the by-laws and any rules and regulations adopted by the Association, as the same may be lawfully amended from time to time.

Section 3. Duration. This Declaration, and the terms and conditions hereof shall remain in effect, and shall inure to the benefit of and be enforceable by the Declarant, the Association, and any Owner for a period of

twenty (20) years from the date this Declaration is first recorded in the public records of Barrow County, Georgia. This Declaration shall automatically renew and be extended beyond twenty (20) years for additional successive periods of twenty (20) years each without limitation, unless and until this Declaration is terminated either (i) by execution of a notice of termination by Declarant, if it is an Owner, and the then Owners of at least two-thirds (2/3) of the square footage of the Property (exclusive of streets, public rights-of-way, and Common Areas), with no termination effective unless the notice of termination is filed of record with the Clerk of the Superior Court of Barrow County, Georgia, or other appropriate office, at least thirty (30) days prior to the expiration date of a term of this Declaration, as the same may be renewed pursuant to the terms hereof, or (ii) as otherwise may be provided by law.

Section 4. Rezoning. Every Owner, by acquiring its interest in any Lot, agrees that it will not seek any variance or administrative exception to any applicable Governmental Requirements related to zoning or bring any action or suit to change the applicable zoning of any portion of the Property that may materially and adversely affect any other portion of the Property without the express prior written approval of the Declarant, until the incorporation of the Association, and thereafter, the Association.

Section 5. Severability. If any term, condition, or restriction in this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other term, condition, or restriction, or the application of any term, condition, or restriction which can be effectuated without the invalid provision or the application thereof.

Section 6. Governing Law. The interpretation of this Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 7. Time. Time is of the essence of this Declaration.

Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given an interpretation or construction which, in the opinion of the Declarant or the Association, will best effect the intent of this Declaration. The provisions hereof shall be liberally interpreted, and if necessary, shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Georgia Non-Profit Corporation Code, this Declaration, or the articles of incorporation or the by-laws of the Association, the terms and provisions of the Georgia Non-Profit Corporation Code as may be applicable, this Declaration, the articles of incorporation or the by-laws, in that order, shall prevail. The singular whenever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof applicable either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case accurately expressed. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 9. Estoppel Certificates. The Declarant (or the Development Review Committee, if Declarant has expressly delegated the right to levy Assessments to the Development Review Committee pursuant to the terms and conditions hereof), until the incorporation of the Association, and thereafter the Association, shall, upon written request (which shall not be more frequent than two (2) times during any calendar year), issue, within thirty (30) days after receipt of such request from an Owner or its mortgagee, prospective mortgagee, or

prospective successor, an estoppel certificate stating, to the best of the Declarant's (or the Development Review Committee, as the case may be) or the Association's knowledge as of such date: (a) whether the Assessments as to a specified Lot have been paid and the amount of any outstanding Assessment obligation, and (b) whether any default exists under this Declaration with respect to the applicable Lot(s). If the Association states that it has knowledge of any existing defaults, the Association shall specify the nature thereof in reasonable detail.

IN WITNESS WHEREOF, Declarant has set its hand and seal to this Declaration the date first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT:

BUTLER PARK AT ATLANTA HIGHWAY
INDUSTRIAL BUILDING AUTHORITY,
a body politic and corporate and a political
subdivision of the State of Georgia

_____
Witness

By: _____
Name:_____
Title: Chairman

Notary Public

_____
My commission expires:_____

[NOTARIAL SEAL]

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN

EXHIBIT C

APPROVED PLANT LIST

TREES	BOTANICAL NAME	COMMON NAME
	Deciduous Material	
	Quercus phellos	Willow Oak
	Quercus macrocarpa	Bur Oak
	Quercus nuttallii	Nuttall Oak
	Quercus accutissima	Sawtooth Oak
	Quercus velutina	Black Oak
	Acer rubrum	Red Maple
	Acer buergeranum	Trident Maple
	Ulmus parvifola	Lacebark Elm
	Ulmus parvifolia	Chinese Elm
	Lagerstromea indica	Crape Myrtle
	Prunus serrulata	Kwanzan Cherry
	Prunus x yedoensis	Yoshino Cherry
	Betula nigra “dura heat”	River Birch Dura Heat
	Metasequoia glyptostrobiodes	Dawn Redwood
Evergreen Specimen/High Visibility Screening		
	Magnolia Grandiflora	Southern Magnolia
	Cedrus deodara	Deodar Cedar
	Cryptomeria japonica	Japanese Cryptomeria
	Tsuga Canadensis	Canadian Hemlock
	X Cupressocyparus lelandii	Leyland Cypress
	Ilex x Nellie R. Stevens	Nellie R. Stevens Holly
	Ilex x attenuata "Foster's #2"	Foster Holly
Evergreen Screening Material		
	Pinus taeda	Loblolly Pine
	Pinus thunbergiana	Japanese Black Pine
SHRUBS		
	Juniperus conferta "Blue Pacific"	Blue Pacific Juniper
	Juniperus squmata x parsonii	Parsoni Juniper
	Juniperus chinensis pfitzeriana	Nicks Compacta Juniper
	Ilex Cornuta	Carissa Holly

Ilex Cornuta	Chinese Holly
Ilex Convexa	Compacta Holly
Ilex vomitoria nana	Dwarf Yaupon Holly
Ilex burfordii nana	Dwarf Buford Holly
Ilex cornuta "Rotunda"	Rotunda Holly
Ilex cornuta “Needlepoint”	Needle Point Holly
Nandina domestica “Fire Power”	Fire Power Nandina
Nandina domestica "Harbor Dwarf"	Harbor Dwarf Nandina
Nandina domestica “Gulf Stream”	Gulf Stream Nandina
Lorepetalum Chinensis	Lorepetalum
Ligustrum japonicum “recurvifolia”	Ligustrum Recurvifolia
Berberus thunbergii Crimson Pygmy	Crimson Pygmy Barberry
Miscanthus giganteus	Miscanthus Grass
Raphiolepis indica	Indian Hawthorne
Chamaecyparis pisifera	Gold Thread Cypress
Cleyera Japonica	Cleyera

Large Shrubs

Juniperus Chinensis	Pfitzer Juniper
Abelia grandiflora	Abelia
Forsythia intermedia	Forsythia
Euonymus alatus compacta	Winged Euonymus/Burning Bush
Ligustrum japonica	Wax Leaf Privet
Leucothoe	Florida Leucothoe
Ilex Cornuta “bufordii”	Buford Holly
Viburnum Japonicum	Virburnum
Camellia haponica	Camellia
Camellia sinensis	Tea Plant
Ilex aquifolium	English Holly
Ilex Latifolia	Lusterleaf Holly
Forsythia Intermedia	Forsythia

<u>GROUNDCOVER</u>

Liriope muscari	Big Blue Liriope
Ophiopogon japonicus	Mondo Grass
Adjuga reptans	Bugleflower
Aspidictra elatior	Cast-Iron Plant
Hemerocallis sp.	Daylily var.
Phlox subulata	Thrift

Received 8/4/26

August 3, 2026

Ms. Abril Olivas

Clerk of the Commission

Barrow County Board of Commissioners

30 N. Broad St.

Winder, GA 30680

Dear Ms. Olivas:

I am enclosing a letter to the Board of Commissioners regarding a rezoning request. Please provide a copy to each commissioner before their next meeting for consideration of this tabled vote. I was told this would be discussed at the August 11, 2026, meeting. Ms. Deborah Lynn suggested that I contact you to request copies of my letter be provided in the "packets" that you prepare for them regarding requests and information about items on the agenda. I am also enclosing 7 sheets of yellow copy paper for you to use in copying – hoping to further provide attention to my request.

Thank you for your help in getting these to each commissioner.

Sincerely,

Sue H. Sheats

Sue H. Sheats – cell phone #770-868-7671

971 Laurie Williamson Rd.

Winder, GA. 30680

August 3, 2026

To: Barrow County Board of Commissioners

Ms. Pat Graham, Mr. Joe Goodman, Mr. Alex Ward, Mr. Kenny Shook,

Mr. Rolando Alvarez, Mr. Tim Walker and Ms. Deborah Lynn

Re: Rezoning proposal from AG & AR to M-I for 203 acres (Butler Park)

off Bird Hammond Dr. with exit onto Bowman Mill Rd. SE

As a lifelong resident of Barrow County and a 19-year resident on Laurie Williamson Rd. adjacent to Bowman Mill Rd. SE and Pleasant Hill Road, I am writing to each of you to ask that you deny the request to rezone the above property at your next meeting on August 11, 2026. I have spoken by phone with all of you except 2, from whom I did not receive a call-back, about my concerns.

As anyone who regularly travels the short stretch of Bowman Mill Rd. SE between the Atlanta Highway and Hwy. 82 knows, traffic is already quite heavy in that area. Adding additional vehicles from a large industrial park exiting onto Bowman Mill Road would obviously negatively impact our neighborhood with traffic, noise, and environmental effects.

My parents obtained our family's farm over 60 years ago, and my siblings and I still maintain it with 3 of the 4 of us still residing here. It is unfortunate in my opinion that the rezoning to allow U.S. Lumber occurred to disrupt the residential and farm area that was the precedent before that happened. Please do not allow further growth of that type to negatively affect the quality of life for the residents of this area.

I hope that you will seriously consider the recommendation of <u>both</u> the Northeast Georgia Regional Commission and the unanimous recommendation by the Barrow County Planning Committee to DENY this request for rezoning due to noise, heavy traffic and air pollution.

Thank you for your serious consideration of my request.

Sue H. Sheats

Sue Hardegree Sheats 971 Laurie Williamson Rd. Winder, GA

Received 8/6/26

July 28, 2026

Dear Chairman Graham and Commissioners Goodman, Shook, Alvarez, Ward, Walker, and Lynn,

I am writing to respectfully ask you to carefully consider the proposed industrial rezoning near Statham and the significant concerns expressed by nearby residents as well as the city of Statham, and to vote "No" on the proposed rezoning.

Although I currently live in Oglethorpe County, I was raised in Barrow County from birth, and I own land very near the proposed industrial rezoning site. My parents owned and farmed this land for over 60 years. It is now owned by my siblings and me, and we have tried to be good caretakers of it. I am opposed to this proposed rezoning.

I recognize that Barrow County is growing and that economic development is important. New industry can bring jobs and strengthen the tax base. However, growth should not occur at the expense of established neighborhoods and rural communities.

Many residents have raised legitimate concerns about increased truck traffic, noise, lighting, stormwater runoff, environmental impacts, public safety, and the long-term effect this development could have on nearby homes and property values. These concerns deserve careful consideration and should not be dismissed as simply opposition to growth.

I respectfully ask you to weigh whether this location is appropriate for a project of this scale.

The decisions you make today will shape Barrow County for decades. I hope you will place the long-term interests of the community, the rights of existing property owners, and responsible planning at the forefront of your decision.

Thank you for your service and for considering the voices of all Barrow County residents and landowners.

Respectfully,

Deborah Hardegree

Deborah Hardegree, proud native of Barrow County

St. Jude Children's Research Hospital®
Finding cures. Saving children.
ALSAC • DANNY THOMAS, FOUNDER

stjude.org/donatetoday

7/28/26

Ms. Olivas,

Please add this letter to the packet of comments for the commissioners to review before the meeting on Aug. 11

Thanks!

Debbie Hardegree



11UNP



Deborah K. Hardegree
25 Lakeside Dr
Arnoldsville, GA 30619

ATLANTA GA RPDC 302
30 JUL 2026 PM 6 L



Barrow Co. Board of Commissioners
Attn: April Olivas,
Clerk of the Commission
30 N. Broad St.
Winder, GA 30680

30680-196299

Received 8/10/2026

Dear Chairwoman Graham and Commissioners Goodman, Shook, Alvarez, Ward, Walker, and Lynn,

As a constituent and concerned citizen of Barrow County, I am writing to each of you to strenuously object to your rezoning proposals of the Future Land Use map, for 203.78 acres near Statham, from Rural Residency to Low Intensity workplace; and the property from Agricultural to Light Industrial; and approving a special use permit for a ready mix concrete plant. This would be a disaster for residents living in this area.

My husband and I recently built our home on Bowman Mill Road SE, on 33 acres of inherited land from a 100 acre family farm. My parents paid property taxes for that farm acreage for over 70 years. We 4 children inheritors continue to do so for our homes and agricultural purposes.

My objections are as follows:
(quotes from Barrow News-Journal article, July 22 edition)

1. "County staff and Planning Commission recommended denial of the land-use amendment and special use request."
"City of Statham officials strenuously oppose the development."
"NGRC Development of Regional Impact review also found negative impacts of the rezoning."
**Why would you want to go against this knowledgeable advice? Why have a planning commission if you disregard their conclusions?

2. "Site plan has been revised in response to residents concerns by ending Cash Road within the development, preventing truck traffic from using Pleasant Hill Church Road. Commercial traffic would instead access the site from Bird Hammond Road and Bowman Mill Road."
"NGRC DRI estimated the development would generate 650-850 peak hour trips and require traffic impact studies before development permits could be issued."
**You must not realize how much traffic Bowman Mill Road SE already carries. It is a short rural road that is used by through traffic to 316, vehicle traffic from 3 subdivisions totaling 100+ homes, and multiple individual homes. Large trucks already impact this rural road along with school bus traffic during school term. In addition there are tractors and hay trailers entering the road for agricultural purposes.
You took the concerns of residents on Pleasant Hill Church Road to alleviate traffic, but in doing so you totally disregarded the residents of Bowman Mill Road SE by routing additional heavy traffic to an already overburdened road. Bowman Mill Road SE does not need more traffic!!

3. "Property contains streams, ponds, and wetlands."
"Potential impacts on private wells, septic systems, and groundwater."
**Our farm property contained 2 small manmade fish ponds that are no longer full since the US Lumber site was built. Unfortunately, these stream fed ponds have already been impacted by industrial development.

Again, my objections are infrastructure, traffic, and environmental issues, just as your planning commission, NGRC, and Statham city officials have acknowledged. I sincerely hope that you would not let the desires of a few, influence your decision impacting 100+ neighborhood homes and 100+ acres of rural property owners. We pay property taxes and we vote in local elections, and we expect our representatives to consider all residents of Barrow County when they decide on a course of action that would forever impact us.

Sincerely,
Barbara Harwell

Barbara Harwell

Abril,

Would you please make sure that a copy of my "comments" letter is given to each commissioner, and the commission chair, before the rezoning vote is taken?

Thank you for helping to make sure that Barrow County residents are heard by their representatives..

AGENDA ITEM NO. VIII.b

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**Old Business**
SUBJECT:	**BOC2026-00061 (XX106 097 & 098) 1032 & 0 Atlanta Hwy; Stanton Porter / Applicant; Ledford RE, LLC / Owner.** A Change in Conditions to condition #1 to allow self-storage units and condition #3 to eliminate the material restrictions from previous rezone case RZ 2021- 068. Variance request to UDC Sec. 89-184 for building height, UDC Sec. 89- 967 for impervious surface restriction and UDC Sec. 89-856 for zoning buffer requirements. Note: This item was tabled at the July 14, 2026, Voting Session. A public hearing has already been held.

Commission District:
District 2: Kenny Shook

Existing Land Use:
VACANT

Existing Zoning:
M-1 (LIGHT INDUSTRIAL)

Future Land Use Map Category:
LOW INTENSITY WORKPLACE

Summary:

The applicant is requesting a Change in Conditions to amend #1 of RZ 2021-068 to allow self-storage units and remove Condition #3 related to exterior building material requirements of rezoning case RZ 2021-068 approved by the Board of Commissioners on December 14, 2021. The property was previously rezoned from AG to M-1 to allow a warehouse for a pallet sales and recycling business. The applicant is requesting this change to allow development of a consisting of a two-story climate-controlled self-storage building with approximately 590 storage units.

The applicant is also requesting a variance to **UDC Sec. 89-184(d)(3)(a)** to increase the maximum permitted building height from 12 feet to 22.87 feet to allow a second story, a variance to **UDC Sec. 89-967** to increase the maximum impervious surface allowance from 25% to 30%, and a variance to **UDC Sec. 89-856** to remove the required zoning buffer adjacent to AG (Agricultural) zoned property.

The subject property is located within a **Small Water Supply Watershed**, and **Airport Hazard Overlay District.**

**Additional documents were received as requested from the July public hearing. It appears that the rendering changes from the original renderings are 50ft of additional required building material to the east and west sides of the buildings as stated in the revised Letter of Intent. No additional changes were observed by the Planning department and we do not recommend any changes to our original recommendations.

ATTACHMENTS:

Planning Commission Recommendation
Staff Recommendations
Site Plan
Revised Letter of Intent
Elevations
Proffered Conditions
Determination letter FAA
Action Notice RZ 2021-068.pdf
Future Land Use Map
Zoning Map
Aerial Map
Summary
Staff Analysis & Agency Comments
Application
Revised Letter of Intent Rcv'd 7/28/26
Rendering Rcv'd 7/28/26
Landscape Plan_v1 Rcv'd 7/28/26
Landscape Plan Rcv'd 7/28/26

Planning Commission Recommendation

Planning Commission Public Hearing held on **June 18, 2026**

B BOC2026-00061 (XX106 097 & 098) 1032 & 0 Atlanta Hwy; Stanton Porter / Applicant; Ledford RE, LLC / Owner; A Change in Conditions to condition #1 to allow self-storage units and condition #3 to eliminate the material restrictions from previous rezone case RZ 2021- 068. Variance request to UDC Sec. 89-184 for building height, UDC Sec. 89- 967 for impervious surface restriction and UDC Sec. 89-856 for zoning buffer requirements.

Motion to recommend APPROVAL the change in conditions to condition #1 to allow self-storage units and condition #3 to eliminate the material restrictions from previous rezone case RZ 2021- 068 and a variance request to UDC Sec. 89-184 for building height, UDC Sec. 89- 967 for impervious surface restriction and UDC Sec. 89-856 for zoning buffer requirements with staff recommendations listed below:

1. All other conditions from original case RZ 2021-068 not specifically amended by this request shall remain in full force and effect. DRAFT 3 Planning Commission Planning Commission – June 18, 2026
2. The development shall be limited to indoor climate-controlled self-storage units only. Outdoor storage, vehicle storage, boat storage, RV storage, and contractor storage shall be prohibited.
3. The ~~exterior facades of all buildings~~ south facing facade of the buildings constructed on the property shall incorporate architectural design elements and materials compatible with the surrounding area. Permitted exterior materials shall include brick, stone, stucco, glass, architectural concrete, fiber-cement siding, or similar materials approved by Planning and Community Development. Metal panels may be utilized only as architectural accents and shall not serve as the primary exterior material.
4. The development shall comply with all applicable FAA requirements and Airport Hazard Overlay District requirements.
5. The development shall comply with all applicable Small Water Supply Watershed requirements.
6. Final site design, access, stormwater, and infrastructure improvements shall be approved through the Land Disturbance Permit process.

Motion made by District 5; Tommy Slappey

Motion seconded by District 3; Robert Lanham

Motion PASSED

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON JULY 14, 2026 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.

STAFF RECOMMENDATION

Staff recommends **DENIAL** of the request to Change the Conditions of RZ 2021-068, Condition #1 to allow self-storage units, based on findings that mini warehouses and self-storage units were specifically prohibited as part of the original rezoning approval.
Staff recommends **DENIAL** of the request to Change the Conditions of RZ 2021-068, Condition #3 to eliminate exterior building material requirements, based on findings that the removal of architectural standards would eliminate compatibility measures established by the Board of Commissioners.
Staff further recommends **DENIAL** of the variance request to **UDC Sec. 89-184(d)(3)(a)** to increase the maximum permitted building height from 12 feet to 22.87 feet, **DENIAL** of the variance request to **UDC Sec. 89-967** to increase the maximum impervious surface allowance from 25% to 30%, and **DENIAL** of the variance request to **UDC Sec. 89-856** to remove the required zoning buffer adjacent to AG-zoned property, based on findings that the requested variances do not meet the intent of the Unified Development Code.

Should the Board choose to approve the request, staff recommends the following conditions:

1. All other conditions from original case RZ 2021-068 not specifically amended by this request shall remain in full force and effect.
2. The development shall be limited to indoor climate-controlled self-storage units only. Outdoor storage, vehicle storage, boat storage, RV storage, and contractor storage shall be prohibited.
3. The exterior facades of all buildings constructed on the property shall incorporate architectural design elements and materials compatible with the surrounding area. Permitted exterior materials shall include brick, stone, stucco, glass, architectural concrete, fiber-cement siding, or similar materials approved by Planning and Community Development. Metal panels may be utilized only as architectural accents and shall not serve as the primary exterior material.
4. The development shall comply with all applicable FAA requirements and Airport Hazard Overlay District requirements.
5. The development shall comply with all applicable Small Water Supply Watershed requirements.
6. Final site design, access, stormwater, and infrastructure improvements shall be approved through the Land Disturbance Permit process.

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • www.barrowga.org

PLANNING STUDY

BOC2026-00061 (XX106 097 & 098) 1032 & 0 Atlanta Hwy; Stanton Porter / Applicant; Ledford RE, LLC / Owner; A Change in Conditions to condition #1 to allow self-storage units and condition #3 to eliminate the material restrictions from previous rezone case RZ 2021- 068. Variance request to UDC Sec. 89-184 for building height, UDC Sec. 89- 967 for impervious surface restriction and UDC Sec. 89-856 for zoning buffer requirements.

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1. All other conditions from original case RZ 2021-068 not specifically amended by this request shall remain in full force and effect.
2. The development shall be limited to indoor climate-controlled self-storage units only. Outdoor storage, vehicle storage, boat storage, RV storage, and contractor storage shall be prohibited.

3. The exterior facades of all buildings constructed on the property shall incorporate architectural design elements and materials compatible with the surrounding area. Permitted exterior materials shall include brick, stone, stucco, glass, architectural concrete, fiber-cement siding, or similar materials approved by Planning and Community Development. Metal panels may be utilized only as architectural accents and shall not serve as the primary exterior material.
4. The development shall comply with all applicable FAA requirements and Airport Hazard Overlay District requirements.
5. The development shall comply with all applicable Small Water Supply Watershed requirements.
6. Final site design, access, stormwater, and infrastructure improvements shall be approved through the Land Disturbance Permit process.

SITE ZONING: M-1, ZONING CASE RZ 2021 068, SMALL WATERSHED DISTRICT, AIRPORT HAZARD DISTRICT

BUILDING SETBACK LINES:

FRONT YARD: 30 FT.
REAR YARD: 15 FT.
SIDE YARD: 15 FT.

BUILDING SUMMARY:

BI-LEVEL BUILDING
BUILDING HEIGHT: 22.87 FT. (MAX BUILDING HEIGHT 12 FT.)*
FIRST FLOOR AREA: 45,014 SQ.FT.
SECOND FLOOR AREA: 45,014 SQ. FT.
TOTAL AREA: 90,028 SQ. FT.
*THE VERTICAL DISTANCE MEASURED TO THE HIGHEST POINT OF A BUILDING FROM THE AVERAGE FINISHED GRADE ACROSS THOSE SIDES OF A BUILDING THAT FACE A STREET

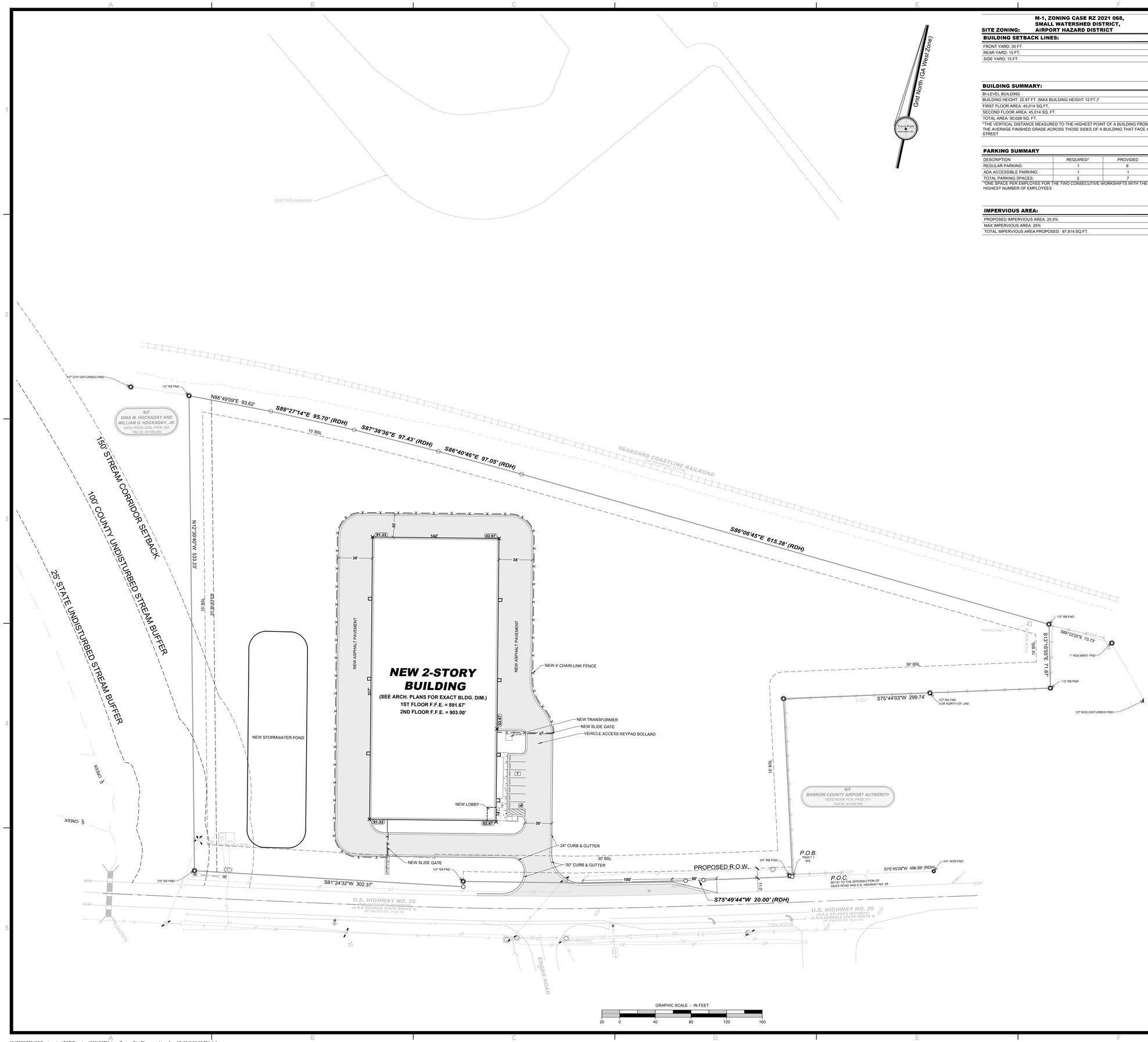
PARKING SUMMARY

DESCRIPTION	REQUIRED*	PROVIDED
REGULAR PARKING:	1	6
ADA ACCESSIBLE PARKING:	1	1
TOTAL PARKING SPACES:	2	7

*ONE SPACE PER EMPLOYEE FOR THE TWO CONSECUTIVE WORKSHIFTS WITH THE HIGHEST NUMBER OF EMPLOYEES

IMPERVIOUS AREA:

PROPOSED IMPERVIOUS AREA: 25.5%
MAX IMPERVIOUS AREA: 25%
TOTAL IMPERVIOUS AREA PROPOSED: 87,814 SQ.FT.



GRAPHIC SCALE - IN FEET
20 0 40 80 120 160

BARROW COUNTY Georgia

December 14, 2021

Mitchell Ledford
4635 Chestatee Pointe Rd
Gainesville, GA 30506

Gregory Willoughby
210 Giles Road
Winder, GA 30680

RE: RZ 2021 068 1032 Atlanta HWY SE Winder, GA 30680 (XX 106 097, XX106 098)

This letter will serve as your official notice that on December 14th, 2021 the Barrow County Board of Commissioners APPROVED to rezone +/- 8.66 acres from AG (Agricultural) and AR (Agricultural Residential) to M1 (Light Industrial) for a new warehouse intended to operate an established pallet sales and recycling business subject to the following conditions:

1) Prohibited uses are listed in Exhibit "A" attached.

2) Any and all secondary uses of warehouse and sales shall be screened entire per sec 89-125.

3) The exterior facades of all buildings constructed on the property zoned M-1 shall comply with the folowing requirements:

(a) The exterior construction of all buildings shall be either brick, brick and glass, pre- cast or tilt-wall concrete panels, stone, stucco and/or painted/stained concrete, excluding expansion walls, windows, door trim, canopies, and architectural accents.

(b) Except as specifically provided herein, the exterior facade and appearance of any expansion or addition to any existing building shall be consistent with the color, texture, and materials of the original building.

(c) There shall be no "expansion walls" win the front yard of any Lot. Otherwise, expansion walls shall (i) be constructed of concrete block and painted to match any surrounding brick, (ii) consist of pre-cast or tilt-wall concrete panels matching any surrounding permanent walls, or (iii) consist of insulated metal wall panels or pre-finished meal panel cladding, so long as any such panels and walls are a complementary or similar color to the color of the other exterior walls of the building.

(d) If any wall exceeds one hundred (100) feet in length or twenty (20) feet in height, the pattern of the brick or concrete construction shall be varied to provide visual relief.

(e) All down-spouts and gravel stops shall be pre-finished metal and/or shall be pained a color complementary to the wall color.

Page **1** of **2**

(f) No building shall have any appendages (i.e., exhaust fans, vents, etc.) visible from the front yard.

(g) Any precast concrete or tilt-up concrete panels with textured coating finish. Shall have a design pattern of architectural reveals and /or insets. The building facades shall incorporate a minimum of two colors (Earth tones and neutral colors of textured coating finish).

(h) Building facades facing the streets shall incorporate features such as storefront, building mass offsets, colonnade openings, false window, and/or recessed panels reminiscent of windows and doors, every 50 linear feet.

(i) Wall mounted electrical, mechanical, utility meters, and other utility equipment shall be screened. Screening height shall be equal to the height of the equipment. Equipment screens shall have a brick/stone finish, which is consistent with the finish materials of the building façade, or vegetative landscape screening shall be provided immediately in front of the equipment units.

(j) Ground mounted electrical, mechanical and other utility equipment shall be screened. Screening height shall be equal to the height of the equipment. Equipment screens shall have a brick/stone finish, which is consistent with the finish materials of the building façade, or vegetative landscape screening shall be provided immediately around the units.

(k) Building facades without windows or storefront shall incorporate landscape areas with vertical height plants. Buildings located on corner lots or double frontage lots, facing either public streets or private driveways shall be considered as having multiple fronts. Landscape areas shall be permanent in-ground installations.

Please feel free to contact me should you have any questions.

Kat McReynolds

Kat McReynolds
Zoning Coordinator
Barrow County Planning & Community Development
30 N. Broad Street
Winder, GA 30680
770-307-3034 ext. 4993
kmcreynolds@barrowga.org

Page **2** of **2**

Exhibit A

Animal slaughtering
Sawmills and wood preservation
Paper manufacturing
Petroleum and coal products manufacturing
Asphalt paving, roofing, and saturated materials manufacturing
Explosives manufacturing
Tire manufacturing
Junk yards
Scrap yards
Mini warehouses and self-storage units
Solid waste or recycling transfer station
Solid waste collection company
Hazardous waste collection company
Hazardous waste treatment and disposal
Solid waste landfill
Inert landfill
Solid waste combustors and incinerators
Composting facility
Asbestos abatement lead paint removal and other remediation services

Septic tank cleaning and portable toilet services
Mining, including stone mining and quarrying
Tire remolding and recapping
Livestock sale pavilion and auction facility
Cattle feedlots
All public and institutional uses

4001021 (402) 80-0999(0)

REVISIONS

NO	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			

4317 Park Drive, Suite 400
Norcross, GA 30093
Phone: (770) 416-7511
Fax: (770) 416-8759
www.travispruitt.com
CONTACT PERSON: TRAVIS PRUITT, JR
e-mail: travis@travispruitt.com

ZONING SITE PLAN

WINDER, GA 1102 SE ATLANTA HWY.

1032 ATLANTA HWY SE, G.M.D. 246, BARROW COUNTY, GEORGIA

NOTE: ALL CURB RADII ARE 5 FT. UNLESS OTHERWISE NOTED.

NOTE: ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING, OR CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.

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Travis Pruitt & Associates, Inc.
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For The Firm
Travis Pruitt & Associates, Inc.

DATE: 04/17/2026
SCALE: 1" = 40'
CN: 260135PN
JN: 1-26-0135
FN: 220-E-177
SHEET NO: 1 OF 1

STANTONPORTER LAW

Winder:
73 Church Street
P.O. Box 88
Winder, Georgia 30680
470.997.2010
stanton@stantonporter.com

April 20, 2026

Barrow County Board of Commissioners
The Barrow County Planning Commission
Barrow County Courthouse Annex
30 N. Broad Street
Winder, Georgia 30680

Re: Change in Conditions and Variances Application for 8.66 Acres, 1032 SE Atlanta Highway, Winder, GA 30680 Tax Parcels XX106 098 and XX106 097

Greetings:

This request concerns an 8.66 acre tract of land located 1032 Atlanta Highway SE, Winder, GA 30680. This property was previously rezoned to M-1 for a separate project that was not developed. The contract purchaser/applicant would like to develop a self-storage facility which will consist of climate controlled self-storage units. The applicant is asking for a change in conditions and variances for the following:

1. Change of conditions to allow self-storage units (Condition #1)
2. Change of conditions eliminating the material restrictions in the condition number 3 to allow the project to be developed consistent with the sample elevations included with the application. (Condition 3)
3. Variance to allow building height to allow a second story per section 89-184(d)(3)(a)
4. Variance for impervious surface restriction from 25 to 30 percent (Section 89-967)
5. Removal of unnecessary zoning buffer pursuant to 89-856. Adjoining property is AG but future land use is Low Intensity Workplace which supports M-1 zoning.

Regarding the factors that the County should consider, the following is provided:

1. This zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The adjacent and nearby properties are presently either residential or undeveloped land. The current zoning for the property is M-1 and would be allowed by right if the conditions were not on the property. The development will be climate controlled storage and an attractive building. This property is close to the railroad tracts and airport so this is an appropriate style development for the area. Additionally, included with the application is approval for the height proposal by the FAA.

2. This zoning proposal would not adversely affect the existing use or usability of adjacent or nearby property.

3. This zoning proposal will not result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. Furthermore, fear of increased traffic is not a proper justification for the denial of this rezone.

4. This zoning proposal is in conformity with the policy and intent of the comprehensive land use plan. The area surrounding the subject property is already residential in character.

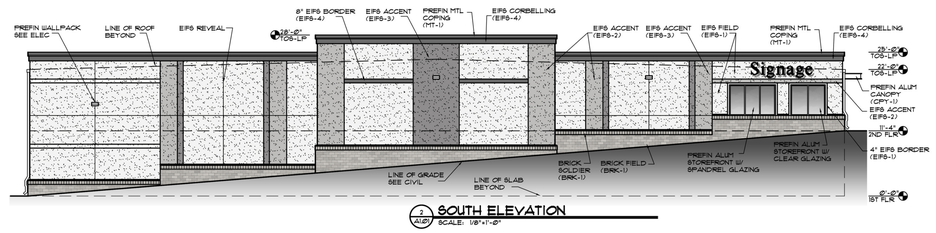
The denial of this proposed zoning, or the grant to a different zoning category, or the grant with unreasonable conditions, will result in substantial monetary damage to the owner. The subject property has been vacant for many years and cannot economically support the present value of the land as presently zoned. Furthermore, the denial of this request will violate the owner's rights of due process and equal protection, procedural and substantive, and violation of Article I, Section I, Paragraphs 1 and 2, and Article I, Section III, Paragraph 1 of the Georgia Constitution and the Fifth and Fourteenth Amendments to the United States Constitution. Denial of the rezoning will destroy owner's property rights without first paying just compensation. A denial of this application would constitute an arbitrary and capricious act by Barrow County without any rational basis therefore, constituting an abuse of discretion. A refusal to change conditions and grant variances for the subject property so as to permit the only feasible economic use of the property would be unconstitutional and would discriminate in an arbitrary and capricious and unreasonable manner between the owner and owners' of similarly situated property. This application meets the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning as an expression of the government's police power.

For the foregoing reasons, the applicant and owner respectfully request that this application be approved.

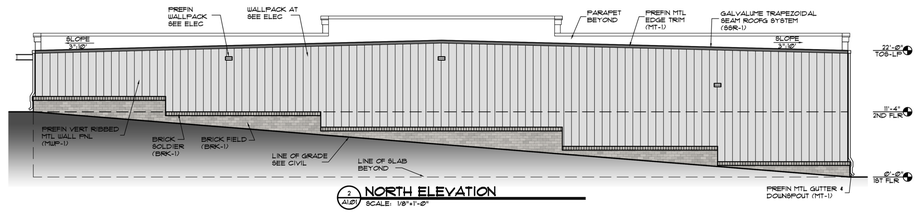
Sincerely,

STANTON PORTER LAW, LLC

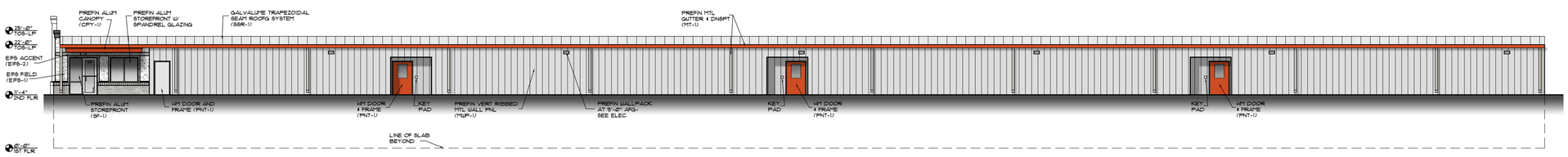
By: *__/s/Stanton E. Porter__*
Stanton E. Porter



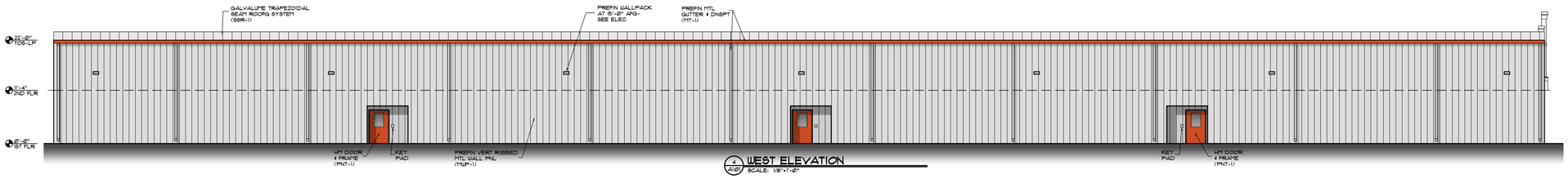
2 A1.01 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



1 A1.01 NORTH ELEVATION
SCALE: 1/8"=1'-0"



3 A1.01 EAST ELEVATION
SCALE: 1/8"=1'-0"



4 A1.01 WEST ELEVATION
SCALE: 1/8"=1'-0"

THESE DRAWINGS AND DESIGNS ARE THE PROPERTY OF STINARD ARCHITECTURE, INC., AND SHALL NOT BE USED IN WHOLE OR IN PART WITHOUT THE ARCHITECT'S PERMISSION. THEY WERE PREPARED FOR USE ON THE PROJECT AT THE SITE IN CONJUNCTION WITH THE ISSUE DATE AND ARE NOT SUITABLE FOR USE ON ANOTHER PROJECT OR SITE OR AT A LATER TIME. ALL DIMENSIONS MUST BE VERIFIED BY THE CONTRACTOR AND THE ARCHITECT SHALL BE NOTIFIED OF DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION. DO NOT SCALE DRAWINGS.

Public Storage

1032 Atlanta Hwy SE
Winder, GA 30680

STINARD ARCHITECTURE INC
CARTERSVILLE GA 30120
211 E MAIN ST STE 107
770.382.4010 (F) 770.382.4030
STINARDARCH.COM

ISSUE: NOT FOR CONSTRUCTION
REVISIONS:

PROJECT NUMBER
202606

DATE
4-17-26

SHEET NUMBER
A1.01

Planning & Community Development
30 N. Broad St. Winder, GA 30680
(770) 307-3021
www.barrowga.org

PROFFERED CONDITIONS

As part of an application for any zoning action, a property owner may proffer, in writing, proposed conditions to apply and be part of the rezoning being requested by the applicant. Proffered conditions may include written statements, development plans, profiles, elevations, or other demonstrative materials.

Please list any written proffered conditions below:

None.

Any development plans, profiles, elevations, or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application:

I do hereby submit these proffered conditions as an attachment to my application and request that they be considered along with same.

Applicant's Signature: _____

Applicant's Name: Stanton Porter Date: 4/20/20

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 20 DAY OF April, 2020.

_____
NOTARY PUBLIC

My Commission Expires: 9/14/23

MEGHAN WYATT NOTARY PUBLIC WALTON COUNTY GEORGIA EXPIRES SEPTEMBER 14, 2023

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2024-ASO-23919-OE

Issued Date: 02/19/2025

Clayton Williams
MW Enterprises Unlimited llc
207 Brown Bridge rd
winder, GA 30011

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Commercial Use Building Corner #1 Building A
Location:	statham, GA
Latitude:	33-58-37.82N NAD 83
Longitude:	83-39-37.51W
Heights:	904 feet site elevation (SE) 24 feet above ground level (AGL) 928 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M Change 1.

ADVISORY RECOMMENDATION - While the structure does not constitute a hazard to air navigation, it would be located within the Runway Protection Zone (RPZ) of the WDR RWY 13/31.

Structures, which will result in the congregation of people within an RPZ, are strongly discouraged in the interest of protecting people and property on the ground. In cases where the airport owner can control the use of the property, such structures are prohibited. In cases where the airport owner exercises no such control, advisory recommendations are issued to inform the sponsor of the inadvisability of the project from the standpoint of safety to personnel and property.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 08/19/2026 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

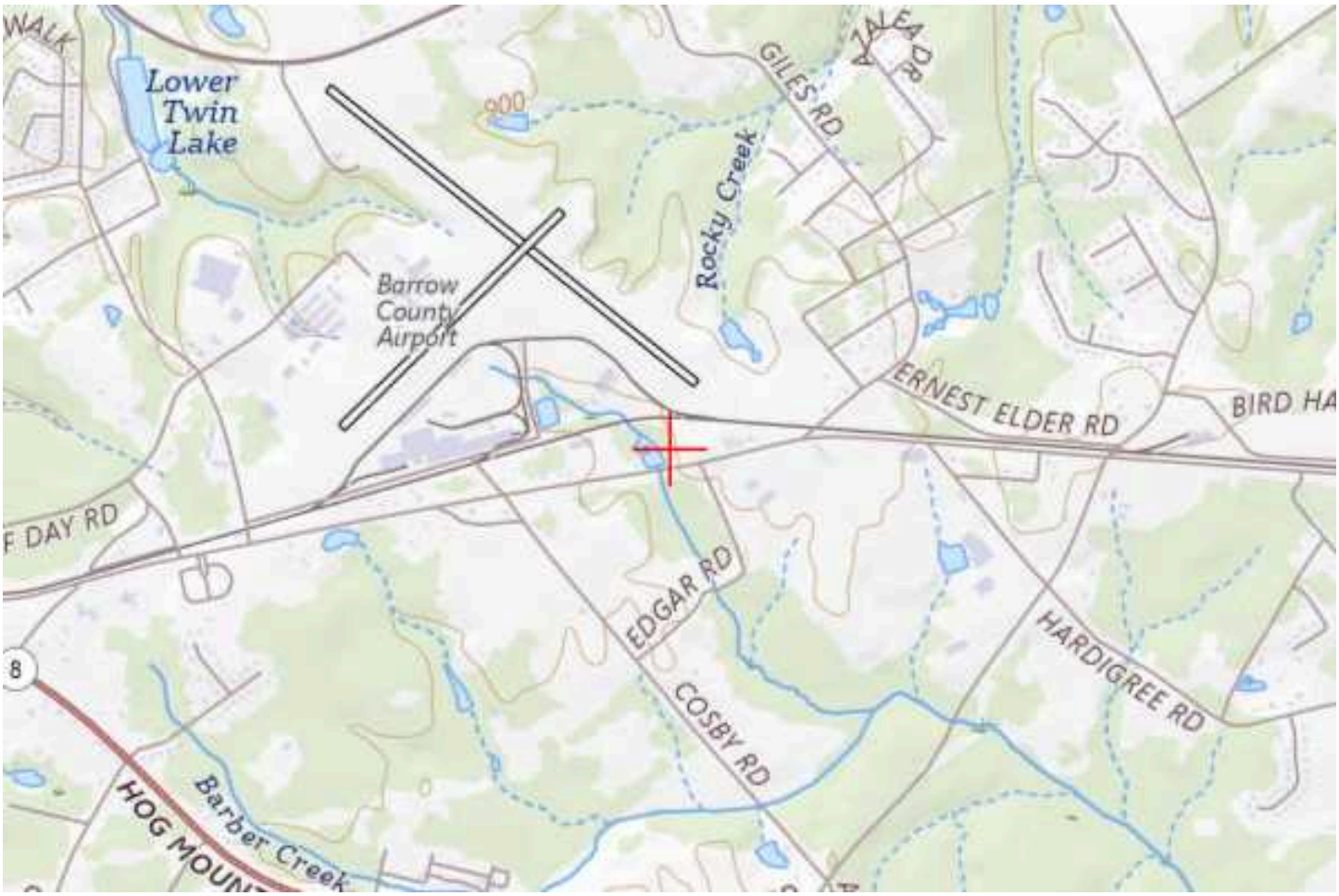
If we can be of further assistance, please contact our office at (817) 222-5935, or kenneth.patterson@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-ASO-23919-OE.

Signature Control No: 641518408-647941261 (DNE)
Ken Patterson
Specialist

Attachment(s)


100 ft

TOPO Map for ASN 2024-ASO-23919-OE




BARROW COUNTY (WDR)
AWOS-3 118.575
934 *L 52 123.0
REEL
Statham
Bogart
BARROW CO
404 BMW
APALACHEE
(Pvt)
UC
T-427
1241
1141
1214
1365
1160
1070
1121
(260)
1172
1198
1138
1268
1895
(1035)
1119
1105
1131
1032
1133
(293)
1059
1192
(322)
1046
1162
2549
(1779)
1082
(300)
1296
1405
(400)
1079
1096
(315)
1145
1126
Ms/Supplement
ss D eff hrs

BARROW COUNTY
Georgia

December 14, 2021

Mitchell Ledford
4635 Chestatee Pointe Rd
Gainesville, GA 30506

Gregory Willoughby
210 Giles Road
Winder, GA 30680

RE: RZ 2021 068 1032 Atlanta HWY SE Winder, GA 30680 (XX 106 097, XX106 098)

This letter will serve as your official notice that on December 14th, 2021 the Barrow County Board of Commissioners APPROVED to rezone +/- 8.66 acres from AG (Agricultural) and AR (Agricultural Residential) to M1 (Light Industrial) for a new warehouse intended to operate an established pallet sales and recycling business subject to the following conditions:

1) Prohibited uses are listed in Exhibit "A" attached.

2) Any and all secondary uses of warehouse and sales shall be screened entire per sec 89-125.

3) The exterior facades of all buildings constructed on the property zoned M-1 shall comply with the following requirements:

(a) The exterior construction of all buildings shall be either brick, brick and glass, pre- cast or tilt-wall concrete panels, stone, stucco and/or painted/stained concrete, excluding expansion walls, windows, door trim, canopies, and architectural accents.

(b) Except as specifically provided herein, the exterior facade and appearance of any expansion or addition to any existing building shall be consistent with the color, texture, and materials of the original building.

(c) There shall be no "expansion walls" win the front yard of any Lot. Otherwise, expansion walls shall (i) be constructed of concrete block and painted to match any surrounding brick, (ii) consist of pre-cast or tilt-wall concrete panels matching any surrounding permanent walls, or (iii) consist of insulated metal wall panels or pre-finished meal panel cladding, so long as any such panels and walls are a complementary or similar color to the color of the other exterior walls of the building.

(d) If any wall exceeds one hundred (I 00) feet in length or twenty (20) feet in height, the pattern of the brick or concrete construction shall be varied to provide visual relief.

(e) All down-spouts and gravel stops shall be pre-finished metal and/or shall be pained a color complementary to the wall color.

(f) No building shall have any appendages (i.e., exhaust fans, vents, etc.) visible from the front yard.

(g) Any precast concrete or tilt-up concrete panels with textured coating finish. Shall have a design pattern of architectural reveals and /or insets. The building facades shall incorporate a minimum of two colors (Earth tones and neutral colors of textured coating finish).

(h) Building facades facing the streets shall incorporate features such as storefront, building mass offsets, colonnade openings, false window, and/or recessed panels reminiscent of windows and doors, every 50 linear feet.

(i) Wall mounted electrical, mechanical, utility meters, and other utility equipment shall be screened. Screening height shall be equal to the height of the equipment. Equipment screens shall have a brick/stone finish, which is consistent with the finish materials of the building façade, or vegetative landscape screening shall be provided immediately in front of the equipment units.

(j) Ground mounted electrical, mechanical and other utility equipment shall be screened. Screening height shall be equal to the height of the equipment. Equipment screens shall have a brick/stone finish, which is consistent with the finish materials of the building façade, or vegetative landscape screening shall be provided immediately around the units.

(k) Building facades without windows or storefront shall incorporate landscape areas with vertical height plants. Buildings located on corner lots or double frontage lots, facing either public streets or private driveways shall be considered as having multiple fronts. Landscape areas shall be permanent in-ground installations.

Please feel free to contact me should you have any questions.

Kat McReynolds

Kat McReynolds
Zoning Coordinator
Barrow County Planning & Community Development
30 N. Broad Street
Winder, GA 30680
770-307-3034 ext. 4993
kmcreynolds@barrowga.org

Exhibit A

Animal slaughtering
Sawmills and wood preservation
Paper manufacturing
Petroleum and coal products manufacturing
Asphalt paving, roofing, and saturated materials manufacturing
Explosives manufacturing
Tire manufacturing
Junk yards
Scrap yards
Mini warehouses and self-storage units
Solid waste or recycling transfer station
Solid waste collection company
Hazardous waste collection company
Hazardous waste treatment and disposal
Solid waste landfill
Inert landfill
Solid waste combustors and incinerators
Composting facility
Asbestos abatement lead paint removal and other remediation services

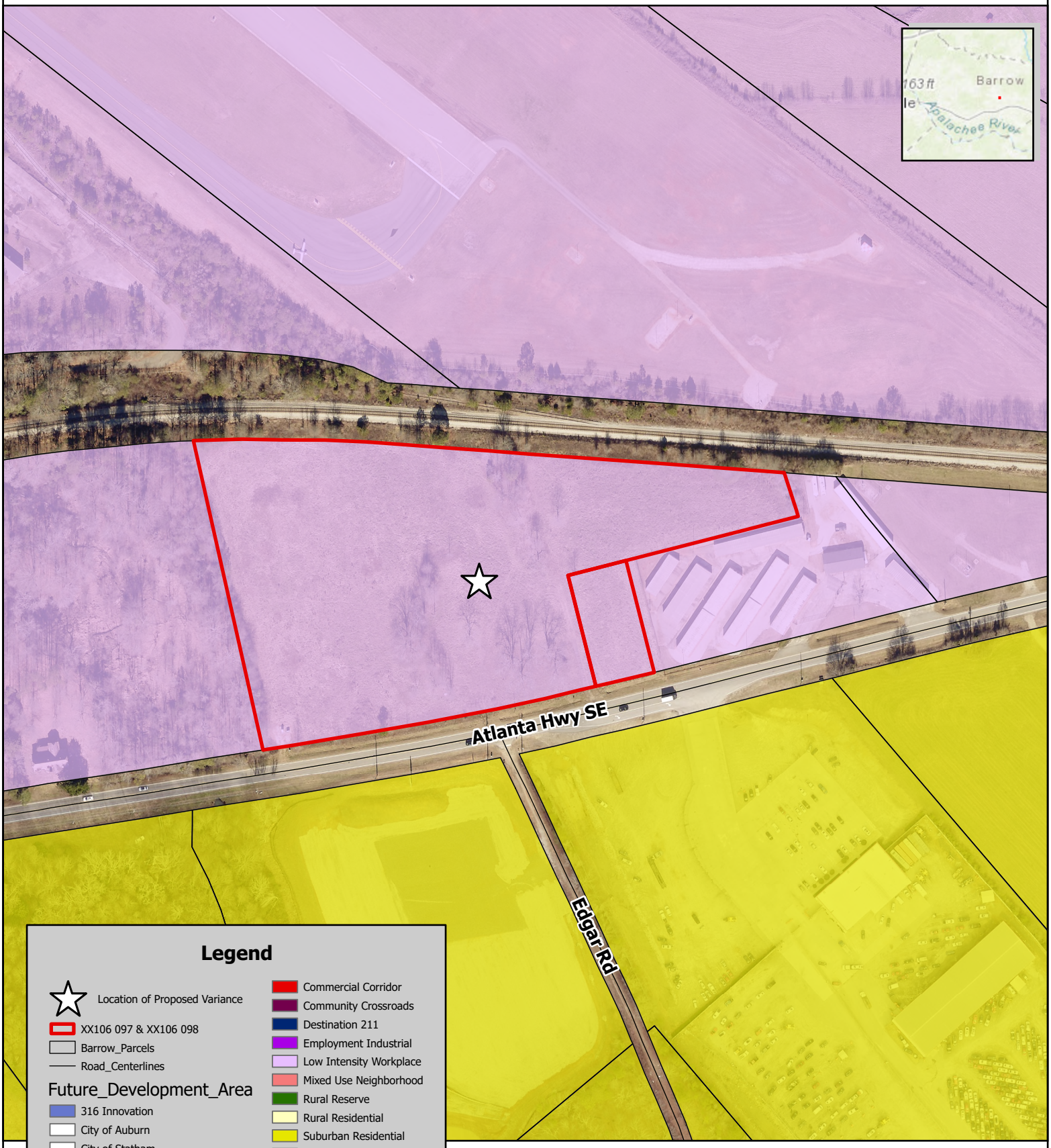
Septic tank cleaning and portable toilet services
Mining, including stone mining and quarrying
Tire retreading and recapping
Livestock sale pavilion and auction facility
Cattle feedlots
All public and institutional uses

Future Land Use Map

5/1/2026

BOC 2026-00061

Barrow COUNTY GEORGIA
Planning and Community Development



0 100 200
Feet

N W E S

1:3,095

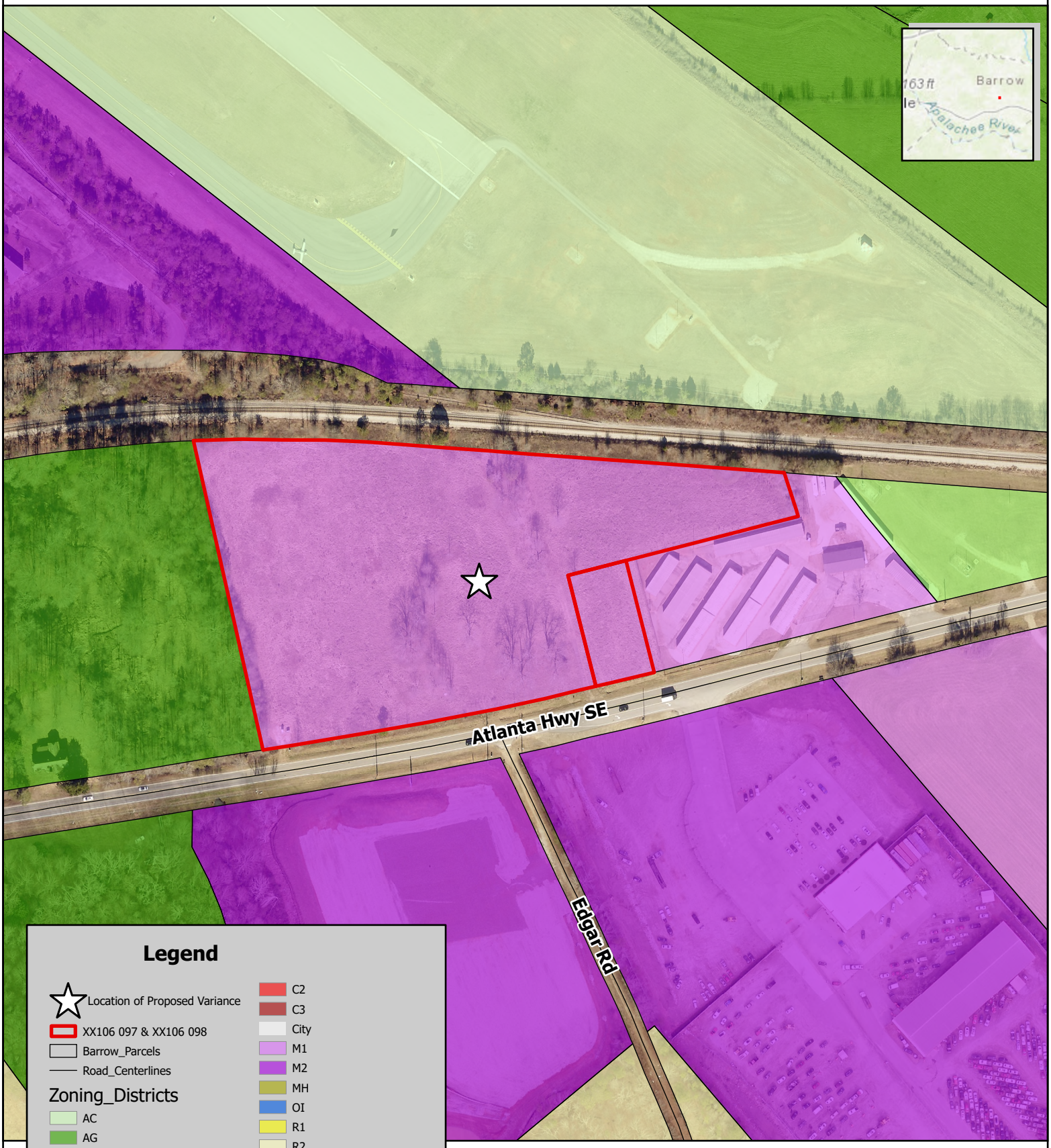
DISCLAIMER
THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATIO CONTAINED HEREIN

Zoning Map

5/1/2026

BOC 2026-00061

Barrow COUNTY GEORGIA
Planning and Community Development



DISCLAIMER
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Aerial Map

5/1/2026

BOC 2026-00061

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- Location of Proposed Variance
- XX106 097 & XX106 098
- Barrow_Parcels
- Road_Centerlines

0 100 200
Feet

1:3,095

N
W E
S

DISCLAIMER
THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATIO CONTAINED HEREIN

Planning & Community Development • 30 N. Broad St., Winder, GA 30680
(770) 307-3021 • www.barrowga.org

PLANNING STUDY

BOC2026-00061 (XX106 097 & 098) 1032 & 0 Atlanta Hwy; Stanton Porter / Applicant; Ledford RE, LLC / Owner; A Change in Conditions to condition #1 to allow self-storage units and condition #3 to eliminate the material restrictions from previous rezone case RZ 2021- 068. Variance request to UDC Sec. 89-184 for building height, UDC Sec. 89- 967 for impervious surface restriction and UDC Sec. 89-856 for zoning buffer requirements.

SUMMARY

The applicant is requesting a Change in Conditions to amend #1 of RZ 2021-068 to allow self-storage units and remove Condition #3 related to exterior building material requirements of rezoning case RZ 2021-068 approved by the Board of Commissioners on December 14, 2021. The property was previously rezoned from AG to M-1 to allow a warehouse for a pallet sales and recycling business. The applicant is requesting this change to allow development of a consisting of a two-story climate-controlled self-storage building with approximately 590 storage units.

The applicant is also requesting a variance to **UDC Sec. 89-184(d)(3)(a)** to increase the maximum permitted building height from 12 feet to 22.87 feet to allow a second story, a variance to **UDC Sec. 89-967** to increase the maximum impervious surface allowance from 25% to 30%, and a variance to **UDC Sec. 89-856** to remove the required zoning buffer adjacent to AG (Agricultural) zoned property.

The subject property is located within a **Small Water Supply Watershed**, and **Airport Hazard Overlay District.**

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DEPARTMENT / AGENCY COMMENTS

Airport Authority –

The applicant/owner must fill out an FAA Form 7460 "Notice of Proposed Construction or Alteration" due to the proximity to the airport. This form can be filled out online at FAA.gov.

FAA will review the submittal and create a report determining if the proposed facility would be a hazard. It is our recommendation to hold on taking any action until the FAA can review the proposed development.

Transportation –

No Comments Received as of 6/11/2026

Fire – Reviewed by Capt. Brent Driscoll

No Comments Received as of 6/11/2026

STAFF ANALYSIS

1. **Is the proposed use consistent with the stated purpose of the zoning district that is being requested?**

The property is currently zoned M-1 (Light Industrial). While the proposed self-storage use may be permitted within the M-1 zoning district however, during the approval of RZ 2021-068, the Board of Commissioners approved M-1 zoning subject to specific conditions intended to regulate the intensity and compatibility of future development. Condition #1 specifically prohibited the uses listed in Exhibit "A," which included mini warehouses and self-storage units.

2. **Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?**

No. The original rezoning approval included conditions to ensure compatibility between the M-1 zoning district and surrounding properties. The request would remove the prohibition of self-

storage units and eliminate architectural requirements that were established to control the appearance and compatibility of future industrial development.

3. **Will the proposed use not adversely affect the existing use of usability of adjacent or nearby property?**

No. Removing previously approved development standards, including exterior material requirements and buffering requirements, could adversely impact surrounding properties by reducing mitigation measures intended to separate industrial development from adjacent uses.

4. **Is the proposed use compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan?**

The property is located within the Low Intensity Workplace Future Land Use category, which supports appropriate light industrial development. However, compatibility standards, including buffers and site design requirements, remain necessary to reduce impacts on surrounding properties.

5. **Are there substantial reasons why the property cannot or should not be used as currently zoned?**

No. The property is currently zoned M-1 and may be developed with uses allowed under the existing zoning approval. The applicant has not demonstrated that the existing conditions prevent reasonable use of the property.

6. **Will the proposed uses not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer facilities, and fire protection?**

The proposed use may not create a significant demand on public facilities; however, the request includes variances to reduce development standards related to watershed protection and required zoning buffers established by the Unified Development Code.

7. **Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property of surrounding properties?**

No. The request is based on a change in the applicant's desired development plan rather than a change in conditions affecting the property. The original approval anticipated M-1 development and established conditions regulating appropriate future uses.

8. **Does the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property?**

No. The request would remove previously approved conditions established by the Board of Commissioners, including a specifically prohibited use and architectural standards intended to promote compatible development.

VARIANCE STAFF ANALYSIS

1. **Will the variance cause substantial detriment to the public good?**

Yes. The requested variances would allow deviations from multiple Unified Development Code requirements, including increased building height, increased impervious surface coverage within a Small Water Supply Watershed, and removal of the required zoning buffer adjacent to AG-zoned property.

2. **Will the variance be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity?**

Yes. The variance to UDC Sec. 89-967 would increase impervious surface coverage beyond the established watershed limitation. The variance to UDC Sec. 89-856 would remove required buffering intended to provide separation between industrial and agricultural zoning districts.

3. **Will the variance diminish or impair property values within the surrounding neighborhood?**

An accurate determination cannot be made without a property value study; however, removal of required buffers and previously approved architectural standards may reduce compatibility with surrounding properties.

4. **Will the variance impair the purpose and intent of the Development Code?**

Yes. The requested variances would impair the intent of the Unified Development Code by removing standards intended to regulate development intensity, protect watershed areas, and provide transitions between incompatible zoning districts.

Barrow County
Barrow County Historic Courthouse
30 North Broad Street
Winder, GA 30680

RECORD DETAILS

Plan NO.: ***BOC2026-00061***
Plan Type: **Zoning Action**
Work Classification: **Zoning Action**
Plan Status: **In Review**

Apply Date: 04/20/2026

Expiration:

Location Address	Parcel Number
1032 ATLANTA HWY, WINDER, GA 30680	**XX106 098**

Contacts

Charles Ledford **Property Owner** [redacted]	Stanton Porter **Applicant** [redacted]

Description: Change of Conditions and Variances

Valuation:	**$0.00**
Total Sq Feet:	**0.00**

Fees	Amount
Total:	

Payments	Amt Paid
Total Fees	
Amount Due:	

Condition Name	Description	Comments

Additional Information

Tax Parcel of Subject Property(s): XX106 098
Street Address: 1032 ATLANTA HWY SE
Intent for the Subject Property: : Climate Controlled Self Storage
Is this Residential or Non-Residential?: Non-Residential
Use Type: : Commercial/Industrial
Is the Proposed Project Served by Sewer or Septic: Septic
Zoning: M1
Planning Application Types: Change In Conditions, Variance (In combination with other applications)
Reason for changing conditions: to allow proposed self storage building
Which type of condition is being requested?: Change in Condition RZ/SU
Future Land Use: Low Intensity Workplace

Issued By:

April 20, 2026
Date

Received
7/28/26

STANTONPORTER LAW

Winder:
73 Church Street
P.O. Box 88
Winder, Georgia 30680
470.997.2010
stanton@stantonporter.com

July 27, 2026

Barrow County Board of Commissioners
The Barrow County Planning Commission
Barrow County Courthouse Annex
30 N. Broad Street
Winder, Georgia 30680

Re: Change in Conditions and Variances Application for 8.66 Acres, 1032 SE Atlanta Highway, Winder, GA 30680 Tax Parcels XX106 098 and XX106 097

Greetings:

This case appeared on the meeting agenda for July 14, 2026. Feedback from the commissioners was over the building material requirements. I have submitted a revised elevation showing the building material requirement being met on the front (south facing) side of the building as well as the front 50 feet of the west and east sides of the buildings. We have also submitted landscape plans for the property that show significant landscaping to be done at the property.

It is our request that the building material requirement only apply to the to the south facing/front of the building as well as 50ft on the two sides and the landscaping must be completed on the property in substantial compliance with the submitted landscape plan.

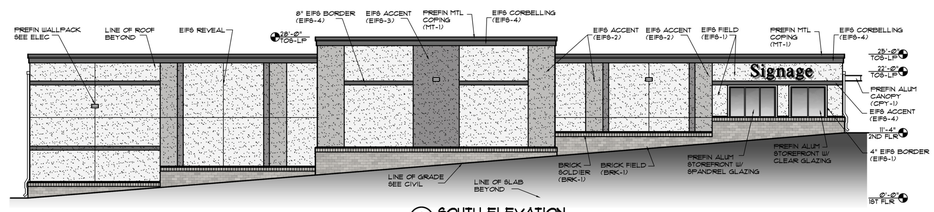
For the foregoing reasons, the applicant and owner respectfully request that this application be approved.

Sincerely,

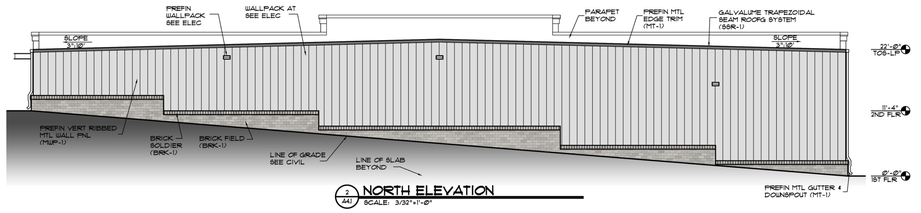
STANTON PORTER LAW, LLC

By: */s/Stanton E. Porter*
Stanton E. Porter

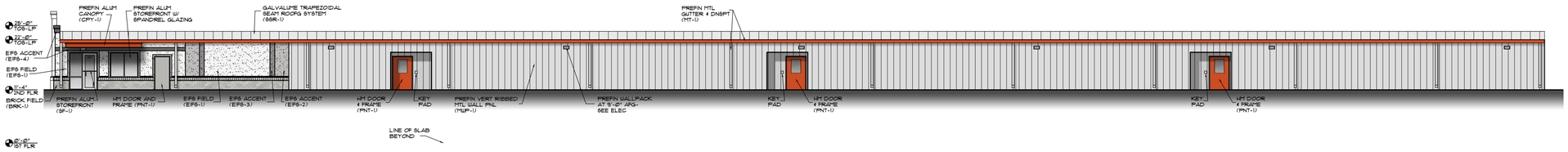
Received 7/28/2026



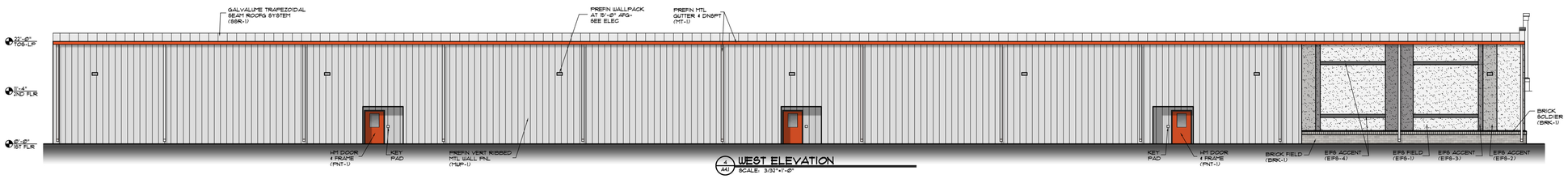
1 A4.1 SOUTH ELEVATION
SCALE: 3/32"=1'-0"



2 A4.1 NORTH ELEVATION
SCALE: 3/32"=1'-0"



3 A4.1 EAST ELEVATION
SCALE: 3/32"=1'-0"



4 A4.1 WEST ELEVATION
SCALE: 3/32"=1'-0"

THESE DRAWINGS AND DESIGNS ARE THE PROPERTY OF STINARD ARCHITECTURE, INC., AND SHALL NOT BE USED IN WHOLE OR IN PART WITHOUT THE ARCHITECT'S PERMISSION. THEY WERE PREPARED FOR THE PROJECT AT THE ADDRESS SITE IN CONJUNCTION WITH THE ISSUE DATE AND ARE NOT SUITABLE FOR USE ON ANY OTHER PROJECT OR SITE OR AT A LATER TIME. ALL DIMENSIONS MUST BE VERIFIED BY THE CONTRACTOR AND THE ARCHITECT SHALL BE NOTIFIED OF DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION. DO NOT SCALE DRAWINGS.

Public Storage

1032 Atlanta Hwy SE
Winder, GA 30680

STINARD ARCHITECTURE INC
CARTERSVILLE GA 30120
215 N. ERWIN ST. STE 107
770.425.4010 (F) 770.425.7560
STINARDARCH.COM

ISSUE: NOT FOR CONSTRUCTION
REVISIONS:

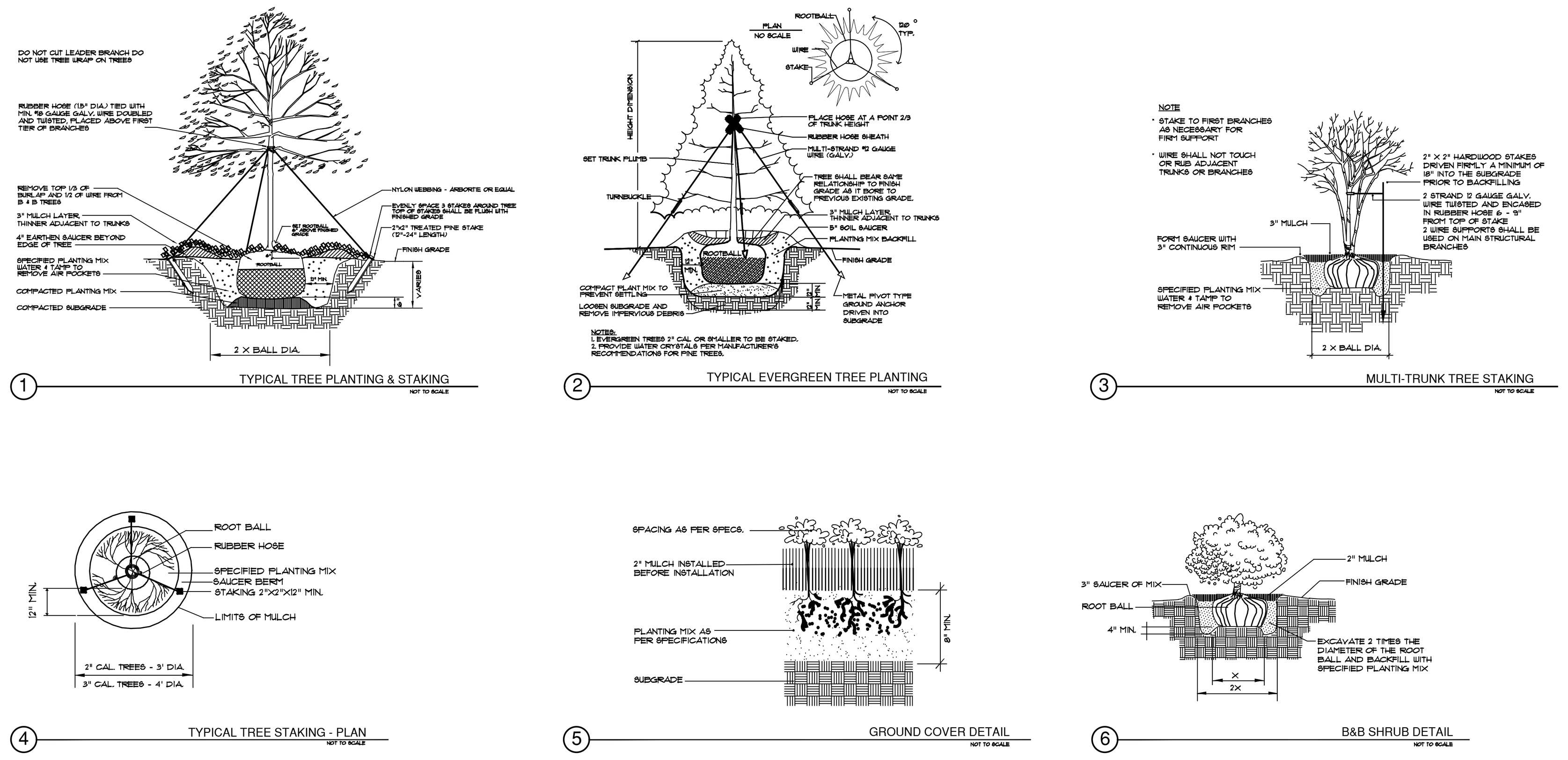
PROJECT NUMBER
202606

DATE
7-17-26

SHEET NUMBER
A4.1

RECEIVED 7/28/2026

PLANTING DETAILS (STANDARD):



1 TYPICAL TREE PLANTING & STAKING (NOT TO SCALE)
2 TYPICAL EVERGREEN TREE PLANTING (NOT TO SCALE)
3 MULTI-TRUNK TREE STAKING (NOT TO SCALE)
4 TYPICAL TREE STAKING - PLAN (NOT TO SCALE)
5 GROUND COVER DETAIL (NOT TO SCALE)
6 B&B SHRUB DETAIL (NOT TO SCALE)

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	TDU VALUE		QTY	REMARKS
TREES								
	RM	ACER RUBRUM / RED MAPLE	2" CAL.		BUFFER TREE		15	
	SVB	AMELANCHIER ARBOREA / DOWNY SERVICEBERRY	2" CAL.	B&B			2	
	ERB	CERCIS CANADENSIS / EASTERN REDBUD	2" CAL.	B&B	BUFFER TREE		12	
	AH	ILEX OPACA / AMERICAN HOLLY	6'-8' HT.	B&B	BUFFER TREE		22	
	NSH	ILEX X 'NELLIE R. STEVENS' / NELLIE R. STEVENS HOLLY	6'-8' HT.	B&B			20	
	ERC	JUNIPERUS VIRGINIANA / EASTERN REDCEDAR	2" CAL.		BUFFER TREE		3	
	TJUN	JUNIPERUS VIRGINIANA 'TAYLOR' / TAYLOR EASTERN REDCEDAR	2" CAL.	B&B			3	
	SMG	MAGNOLIA GRANDIFLORA / SOUTHERN MAGNOLIA	2" CAL.	B&B	BUFFER TREE		6	
	SOAK	QUERCUS SHUMARDII / SHUMARD OAK	2" CAL.	B&B	PARKING LOT TREE		11	
	DSA	THUJA OCCIDENTALIS 'DEGROOT'S SPIRE' / DEGROOT'S SPIRE ARBORVITAE	2" CAL.	B&B			11	
	ZK	ZELKOVA SERRATA 'GREEN VASE' / GREEN VASE JAPANESE ZELKOVA	2" CAL.	B&B			6	
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	HEIGHT	PLANT TYPE		QTY	REMARKS
SHRUBS								
	VJD	DISTYLIUM X 'VINTAGE JADE' / FIRST EDITIONS® VINTAGE JADE DISTYLIUM	3 GAL.	POT			18	
	DYH	ILEX VOMITORIA 'NANA' / DWARF YAUPON HOLLY	3 GAL.	POT			127	
	LOR	LOROPETALUM CHINENSE RUBRUM 'SHANG-HI' / PURPLE DIAMOND® FRINGE FLOWER	3 GAL.	POT			64	
	WM	MORELLA CERIFERA / WAX MYRTLE	3 GAL.	POT			51	
	PMG	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	3 GAL.	POT			8	
	IND	RHAPHIOLEPIS INDICA / INDIAN HAWTHORN	3 GAL.	POT			81	
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER		SPACING	QTY	REMARKS
GROUND COVERS								
	BBL	LIRIOPE MUSCARI 'BIG BLUE' / BIG BLUE LILYTURF	1 GAL.	2.25" POT		18" o.c.	71	

REQUIRED LANDSCAPE STANDARD:

* MIN. 12% OF TOTAL BUILDABLE AREA.

TOTAL BUILDABLE AREA: +/- 339,130.7 SF
12%: +/- 40,695.7 SF
PROPOSED: +/- 232,415.5 SF (68.5%)

LANDSCAPE STRIP CALCULATIONS:

FRONT YARD SETBACK: 1 TREE AND 5 SHRUBS PER 40 LINEAR FEET OF FRONTAGE.

SIDE / REAR YARD SETBACK: 1 TREE AND 5 SHRUBS PER 25 LINEAR FEET LOT DEPTH.

US HWY 29 (ATLANTA HIGHWAY) LANDSCAPE STRIP = 678.1 LF
678.1 / 40 = 17 TREES REQUIRED / 17 TREES PROPOSED
17 X 5 = 85 SHRUBS REQUIRED / 126 SHRUBS PROPOSED

SIDE (EAST) LANDSCAPE STRIP = 571.6 LF
"TO REMAIN NATURAL AND UNDISTURBED"

SIDE (WEST) LANDSCAPE 'NATURAL BUFFER' STRIP = 530 LF
530 / 40 = 13 TREES REQUIRED / 21 TREES PROPOSED
21 X 5 = 65 SHRUBS REQUIRED / 68 PROPOSED

REAR LANDSCAPE STRIP = 999 LF
"TO REMAIN NATURAL AND UNDISTURBED"

* LANDSCAPE STRIP REQUIREMENTS SATISFIED

PARKING LOT REQUIREMENTS:

* 1 TREE REQUIRED FOR EACH TEN PARKING SPACES.

TOTAL PROPOSED PARKING SPACES: **7 PARKING SPACES**
7/10 = 1 TREE REQUIRED / 1 PROPOSED

* REQUIREMENT SATISFIED

Grid North (GA West Zone)



LOCATION MAP
NOT TO SCALE

SITE ZONING: M-1, ZONING CASE RZ 2021 068, SMALL WATERSHED DISTRICT, AIRPORT HAZARD DISTRICT

BUILDING SETBACK LINES:

FRONT YARD: 30 FT.
REAR YARD: 15 FT.
SIDE YARD: 15 FT.

BUILDING SUMMARY:

BI-LEVEL BUILDING
BUILDING HEIGHT: 22.87 FT. (MAX BUILDING HEIGHT 12 FT.)*
FIRST FLOOR AREA: 45,014 SQ.FT.
SECOND FLOOR AREA: 45,014 SQ. FT.
TOTAL AREA: 90,028 SQ. FT.
*THE VERTICAL DISTANCE MEASURED TO THE HIGHEST POINT OF A BUILDING FROM THE AVERAGE FINISHED GRADE ACROSS THOSE SIDES OF A BUILDING THAT FACE A STREET

PARKING SUMMARY

DESCRIPTION	REQUIRED*	PROVIDED
REGULAR PARKING:	1	6
ADA ACCESSIBLE PARKING:	1	1
TOTAL PARKING SPACES:	2	7

*ONE SPACE PER EMPLOYEE FOR THE TWO CONSECUTIVE WORKSHIFTS WITH THE HIGHEST NUMBER OF EMPLOYEES

IMPERVIOUS AREA:

PROPOSED IMPERVIOUS AREA: 25.5%
MAX IMPERVIOUS AREA: 25%
TOTAL IMPERVIOUS AREA PROPOSED: 87,814 SQ.FT.



GENERAL PLANTING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
2. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON ALL DRAWINGS.
3. ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
4. NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING IS COMPLETE AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT OR EQUAL.
5. ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE BEFORE DIGGING UNLESS ROOT FLARE IS COVERED.
6. ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETIC OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING.
7. PRIOR TO PLANTING THE LOCATION OF ALL TREES SHALL BE STAKED AND ALL PLANT MATERIAL SHALL BE INSPECTED FOR APPROVAL BY THE PROJECT LANDSCAPE ARCHITECT OR EQUAL. NO PLANT MATERIAL WILL BE ACCEPTED IF IT IS DAMAGED, DISEASED OR INADEQUATE IN SIZE AS SPECIFIED ON PLANS. SUBSTITUTIONS DUE TO AVAILABILITY MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
8. ALL PLANTS SHALL BE INSTALLED AS PER DETAILS AND THE INSTALLATION SPECIFICATIONS.
9. THE LANDSCAPE CONTRACTOR SHALL PROVIDE FERTILIZER, PRE-EMERGENT, LIME, TOPSOIL AND PLANTING MIXTURE AS PER THE INSTALLATION SPECIFICATIONS.
10. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CLEAN UP OF ALL CONTAINERS, PALLETS, DEBRIS, ETC. RESULTING FROM HIS WORK.
11. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING, ALL PLANTS SHALL THEN BE WATERED WEEKLY OR MORE OFTEN AS NECESSARY TO MAINTAIN THE EQUIVALENT OF ONE INCH OF ABSORBED WATER PER WEEK. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR WATERING THROUGH A 90-DAY MAINTENANCE PERIOD. 15. ALL PLANTS AND GRASS SHALL BE WARRANTED FOR ONE (1) YEAR. WARRANTY DOES NOT INCLUDE ACTS OF GOD OR VANDALISM.
12. TOPPING TREES IS NOT ALLOWED. TREES REMOVED OR HAVING THEIR TOPS CUT AFTER COMPLIANCE WITH THIS ORDINANCE SHALL BE REPLACED WITH THE EQUIVALENT INCHES OF REMOVED TREES.
13. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH PROTECTIVE FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
14. NON-VEGETATIVE MATERIAL TO BE REMOVED MANUALLY.
15. A COMMERCIAL APPLICATOR LICENSE AND A PESTICIDE CONTRACTOR LICENSE ARE REQUIRED BY THE CONTRACTOR IF THE USE OF HERBICIDES ARE NECESSARY FOR NOXIOUS PLANT REMOVAL.

IRRIGATION NOTES:

1. THE CONTRACTOR IS TO PROVIDE AN IRRIGATION SYSTEM. SUBMIT A PLAN FOR AN AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM TO THE OWNER OR THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. THE SYSTEM SHALL BE DESIGNED TO PROVIDE FULL AND COMPLETE COVERAGE TO ALL LANDSCAPED AREAS OF THE SITE INDICATED ON THE LANDSCAPE PLAN.
2. ALL MATERIALS USED IN THE DESIGN, INCLUDING SPRINKLER HEADS, VALVES, VALVE BOXES, CONTROLLERS, PUMPS, BACKFLOW PREVENTORS, RAIN AND FREEZE SENSORS, DRIP EQUIPMENT, WIRE, ELECTRICAL CONNECTIONS, AND PVC PIPE AND FITTINGS, SHALL MEET MINIMUM INDUSTRY STANDARDS. MANUFACTURER AND MODEL MUST BE SPECIFIED.
3. CONTRACTOR TO USE DRIP IRRIGATION WITH MOISTURE AND PRECIPITATION SENSORS IN AREAS WHERE FEASIBLE.

NOTE: ALL CURB RADII ARE 5 FT. UNLESS OTHERWISE NOTED.

NOTE: ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING, OR CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.

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NO	DATE	DESCRIPTION	BY
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7			

REVISIONS

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com
CONTACT PERSON: TRAVIS PRUITT, JR
e-mail: travis@travispruitt.com
Travis Pruitt & Associates, Inc. — Surveyors • Environmental Scientists • Engineers • Landscape Architects

Landscape Plan

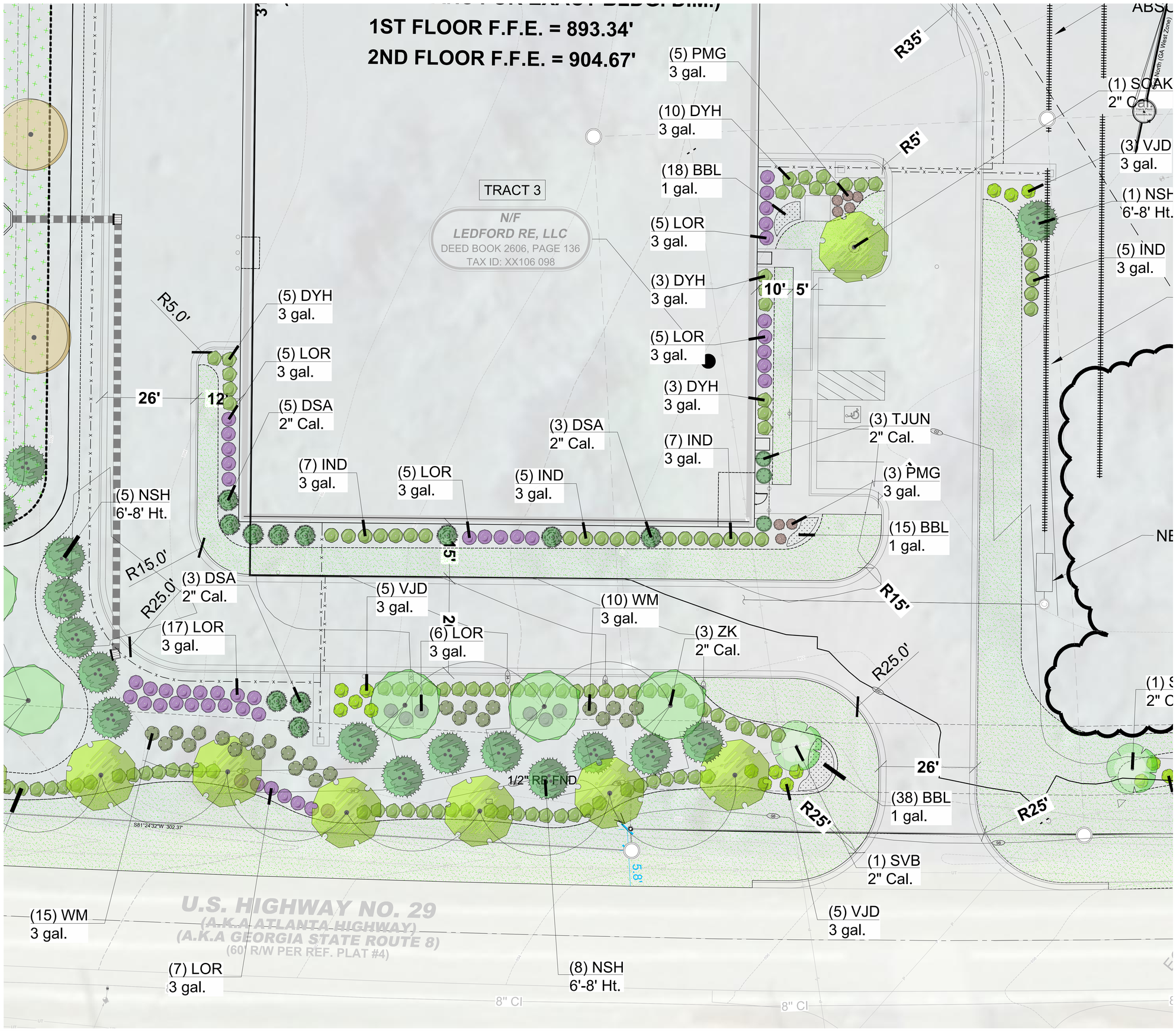
WINDER, GA 1102 SE ATLANTA HWY.

1032 ATLANTA HWY SE, G.M.D. 246, BARROW COUNTY, GEORGIA

For The Firm
Travis Pruitt & Associates, Inc.

DATE: 07/22/2026
SCALE: 1" = 40'
CN: 260135PN
JN: 1-26-0135
FN: 220-E-177
SHEET NO: L1.1

RECEIVED 7/28/2026





LOCATION MAP
NOT TO SCALE

M-1, ZONING CASE RZ 2021 068, SMALL WATERSHED DISTRICT, AIRPORT HAZARD DISTRICT

SITE ZONING:

BUILDING SETBACK LINES:

FRONT YARD: 30 FT.
REAR YARD: 15 FT.
SIDE YARD: 15 FT.

BUILDING SUMMARY:

BI-LEVEL BUILDING
BUILDING HEIGHT: 22.87 FT. (MAX BUILDING HEIGHT 12 FT.)*
FIRST FLOOR AREA: 45,014 SQ.FT.
SECOND FLOOR AREA: 45,014 SQ. FT.
TOTAL AREA: 90,028 SQ. FT.
*THE VERTICAL DISTANCE MEASURED TO THE HIGHEST POINT OF A BUILDING FROM THE AVERAGE FINISHED GRADE ACROSS THOSE SIDES OF A BUILDING THAT FACE A STREET

PARKING SUMMARY

DESCRIPTION	REQUIRED*	PROVIDED
REGULAR PARKING:	1	6
ADA ACCESSIBLE PARKING:	1	1
TOTAL PARKING SPACES:	2	7

*ONE SPACE PER EMPLOYEE FOR THE TWO CONSECUTIVE WORKSHIFTS WITH THE HIGHEST NUMBER OF EMPLOYEES

IMPERVIOUS AREA:

PROPOSED IMPERVIOUS AREA: 25.5%
MAX IMPERVIOUS AREA: 25%
TOTAL IMPERVIOUS AREA PROPOSED: 87,814 SQ.FT.

GENERAL PLANTING NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
2. THE LANDSCAPE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON ALL DRAWINGS.
3. ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
4. NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING IS COMPLETE AND APPROVED BY THE PROJECT LANDSCAPE ARCHITECT OR EQUAL.
5. ALL PLANTS SHALL BEAR THE SAME RELATIONSHIP TO FINISHED GRADE AS THE PLANT'S ORIGINAL GRADE BEFORE DIGGING UNLESS ROOT FLARE IS COVERED.
6. ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETIC OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING.
7. PRIOR TO PLANTING THE LOCATION OF ALL TREES SHALL BE STAKED AND ALL PLANT MATERIAL SHALL BE INSPECTED FOR APPROVAL BY THE PROJECT LANDSCAPE ARCHITECT OR EQUAL. NO PLANT MATERIAL WILL BE ACCEPTED IF IT IS DAMAGED, DISEASED OR INADEQUATE IN SIZE AS SPECIFIED ON PLANS. SUBSTITUTIONS DUE TO AVAILABILITY MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
8. ALL PLANTS SHALL BE INSTALLED AS PER DETAILS AND THE INSTALLATION SPECIFICATIONS.
9. THE LANDSCAPE CONTRACTOR SHALL PROVIDE FERTILIZER, PRE-EMERGENT, LIME, TOPSOIL AND PLANTING MIXTURE AS PER THE INSTALLATION SPECIFICATIONS.
10. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR CLEAN UP OF ALL CONTAINERS, PAILLETS, DEBRIS, ETC. RESULTING FROM HIS WORK.
11. ALL PLANTS SHALL BE WATERED THOROUGHLY TWICE DURING THE FIRST 24-HOUR PERIOD AFTER PLANTING. ALL PLANTS SHALL THEN BE WATERED WEEKLY OR MORE OFTEN AS NECESSARY TO MAINTAIN THE EQUIVALENT OF ONE INCH OF ABSORBED WATER PER WEEK. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR WATERING THROUGH A 90-DAY MAINTENANCE PERIOD. 15. ALL PLANTS AND GRASS SHALL BE WARRANTED FOR ONE (1) YEAR. WARRANTY DOES NOT INCLUDE ACTS OF GOD OR VANDALISM.
12. TOPPING TREES IS NOT ALLOWED. TREES REMOVED OR HAVING THEIR TOPS CUT AFTER COMPLIANCE WITH THIS ORDINANCE SHALL BE REPLACED WITH THE EQUIVALENT INCHES OF REMOVED TREES.
13. ALL BUFFERS AND TREE SAVE AREAS ARE TO BE CLEARLY IDENTIFIED WITH PROTECTIVE FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
14. NON-VEGETATIVE MATERIAL TO BE REMOVED MANUALLY.
15. A COMMERCIAL APPLICATOR LICENSE AND A PESTICIDE CONTRACTOR LICENSE ARE REQUIRED BY THE CONTRACTOR IF THE USE OF HERBICIDES ARE NECESSARY FOR NOXIOUS PLANT REMOVAL.

IRRIGATION NOTES:

1. THE CONTRACTOR IS TO PROVIDE AN IRRIGATION SYSTEM. SUBMIT A PLAN FOR AN AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM TO THE OWNER OR THE OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. THE SYSTEM SHALL BE DESIGNED TO PROVIDE FULL AND COMPLETE COVERAGE TO ALL LANDSCAPED AREAS OF THE SITE INDICATED ON THE LANDSCAPE PLAN.
2. ALL MATERIALS USED IN THE DESIGN, INCLUDING SPRINKLER HEADS, VALVES, VALVE BOXES, CONTROLLERS, PUMPS, BACKFLOW PREVENTORS, RAIN AND FREEZE SENSORS, DRIP EQUIPMENT, WIRE, ELECTRICAL CONNECTIONS, AND PVC PIPE AND FITTINGS, SHALL MEET MINIMUM INDUSTRY STANDARDS. MANUFACTURER AND MODEL MUST BE SPECIFIED.
3. CONTRACTOR TO USE DRIP IRRIGATION WITH MOISTURE AND PRECIPITATION SENSORS IN AREAS WHERE FEASIBLE.

GRAPHIC SCALE - IN FEET
5 0 10 20 30 40

NOTE: ALL CURB RADII ARE 5 FT. UNLESS OTHERWISE NOTED.

NOTE: ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF BUILDING, OR CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.

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NO	DATE	DESCRIPTION	BY
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1			

REVISIONS

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Norcross, GA 30093
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Travis Pruitt & Associates, Inc. — Surveyors · Planners · Engineers · Landscape Architects

Landscape Plan (Enlargement)

WINDER, GA 1102 SE ATLANTA HWY.

1032 ATLANTA HWY SE, G.M.D. 246, BARROW COUNTY, GEORGIA

For The Firm
Travis Pruitt & Associates, Inc.

DATE: 07/22/2026
SCALE: 1" = 10'
CN: 260135PN
JN: 1-26-0135
FN: 220-E-177
SHEET NO: L1.2

AGENDA ITEM NO. IX.a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Stoney Bangert, Barrow County Airport
ITEM TYPE:	Contract
AGENDA SECTION:	New Business
SUBJECT:	Consideration to approve the FY27 GDOT tentative funding allocation for the extension of Taxiway D for the Barrow County Airport in the amount of $1,337,478.00 and authorize the Chairman to execute a commitment letter and any other documents related to the funding, and approve the necessary budget amendment. A local match of $445,826.00 is required.

Purpose:

To consider approval of a commitment letter to the Georgia Department of Transportation confirming the County's support for the extension of Taxiway D to the Runway 5 and 23 ends, its commitment to provide the required matching funds, and the proposed project schedule.

Background/Summary:

GDOT has provided the County with a tentative Fiscal Year 2027 funding allocation for the extension of Taxiway D to the Runway 5 and Runway 23 ends. As a condition of the tentative allocation, GDOT has requested that the County submit a formal letter confirming its commitment to the project, authorization of the required matching funds, and an anticipated timetable for completing the project.

The project will extend Taxiway D to both ends of Runway 5-23, creating a full-length parallel taxiway system that meets Federal Aviation Administration design standards. Currently, aircraft using Runway 5-23 must cross an active runway before departure and cross the secondary runway again after landing to reach the terminal apron, hangars, fueling areas, and other airport facilities.

The extension will improve airfield safety by reducing unnecessary runway crossings and providing

more direct and efficient aircraft movement for based and transient users. The project will also support continued airport operations and future growth.

The anticipated state assistance will fund the eligible nonfederal share of the federal project and/or up to 75 percent of eligible state and local project costs. The County will be responsible for the required matching funds. Final project costs will be based on approved design, planning, and engineering expenses and/or competitive construction bids.

A portion of the required site preparation near the Runway 23 end was completed through previous projects, reducing the remaining construction cost. The proposed project schedule has been reviewed by the County's contract engineer, Lead Edge Design Group, and is considered achievable.

The commitment letter and project schedule must be submitted to GDOT by August 21, 2026.

Options:

- Denial
- Approval

Finance Officer Comments (if applicable):

The project was not approved in the current budget and would require a budget amendment.

Funding Source	Account Code	FY 2027 Approved Budget	Year-To-Date Expenditures	FY2027 Budget Amendment
TSPLOST	3417563-541000-AI011	$0.00	$0.00	$445,826.00

ATTACHMENTS:

BOC Support - Commitment Letter
GDOT - Tentative Funding Notice Letter
Exhibit A Taxiway Extend labeled - site work map.pdf

BOARD OF COMMISSIONERS
30 NORTH BROAD STREET
WINDER, GA 30680
(770) 307-3000

WWW.BARROWGA.ORG

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CHAIRMAN

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DISTRICT 6

SRIKANTH YAMALA
COUNTY MANAGER

August 11, 2026

Mr. Russell R. McMurry, P.E., Commissioner
Georgia Department of Transportation
600 W. Peachtree St., NW
Atlanta, GA 30308

Re: Tracie D Kleine, Assistant Manager, Aviation Program

Dear Commissioner McMurry:

By copy of this letter, we confirm our intent to proceed with and fund the following project(s) at the Barrow County Airport.

- Extend Taxiway D to Runway 5 & 23 End

1. In accordance with Department policy, we respectfully request state funding assistance for the eligible nonfederal share of the federal project and/or 75% of the state/local project.
2. Will meet the following project schedule

Project Activity	Date
Scope Submittal	**by September 1, 2026**
Plans, Specifications, CA/CO proposal, Engineer's Estimate	**by December 15, 2026**
Bid Advertisement	**by January 15, 2027**
Bid Opening	**by February 15, 2027**
Certified Bid Tab Submittal	**by March 1, 2027**
GDOT Contract	**by March 15, 2027**
Sponsor Execution	**by April 15, 2027**

In addition, it is understood if the agreed upon scheduled contract date is not met the Department will consider moving the project to later in FY27 or consider deferring the project to the next fiscal year.

Sincerely,

Pat Graham
Chairman

cc: Rich Hunter, Aviation Project Manager

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

July 22, 2026 Via Email

The Honorable Pat Graham, Chairman
Barrow County Board of Commissioners
30 North Broad Street
Winder, GA 30680

Dear Chairman Graham:

The Department is pleased to announce tentative Fiscal Year 2027 funding allocations for the following project(s) at **Barrow County Airport**.

Project	NPE	AIG	State	Local	Total
Extend Taxiway D to Runway 5 & 23 End	-	-	$1,337,478	$445,826	$1,783,303
Total	**-**	**-**	**$1,337,478**	**$445,826**	**$1,783,303**

This requires matching funds from Barrow County as identified above. This is a tentative allocation of funds, the actual contract amount will be based on preapproved design, planning and engineering costs and/or competitive bids received to accomplish the project. The Department has scheduled this project to be ready for contract by **March 2027**. If the project does not meet the established schedule, the Department will consider deferring the project to the next fiscal year. Please review the project schedule within the attached TA confirmation for milestone dates.

Rich Hunter has been assigned as your Project Manager to assist with this funding opportunity, including but not limited to, overall project coordination, federal and state guidance, project review and scheduling. At a minimum, please maintain monthly communication with your Project Manager to ensure the project remains on schedule. As a reminder, projects containing professional services estimated to be over $100,000 require an independent fee estimate (IFE) be conducted in accordance AC 150/5100-14E - Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

State funding assistance must be formally requested by letter to the Department's Commissioner. Please confirm, by letter, no later than **August 21, 2026**, of your intent to proceed with and fund this project in the state's Fiscal Year 2027, which ends June 30, 2027. State funding if unconfirmed by this date may be reassigned. A sample letter is attached.

Please contact Rich Hunter, Aviation Project Manager, at 910.987.5702 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Colette W. Edmisten, A.A.E.
Aviation Program Manager

cc: Jamie Boswell, State Transportation Board
Stoney Bangert, Airport Manager

Attachment

PROPOSED AIRPORT IMPROVEMENTS
BARROW COUNTY AIRPORT
WINDER, GEORGIA









LEAD EDGE DESIGN GROUP

LEGEND	
	EXISTING PAVEMENT
	PROPOSED PAVEMENT
	EXISTING HANGARS
	TERMINAL

TAXIWAY D EXTENSION

AGENDA ITEM NO. IX.b

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Victoria Bowman, Courts
ITEM TYPE:	Board Action
AGENDA SECTION:	New Business
SUBJECT:	Consideration to approve the FY 2027 CJCC State Grants for the Piedmont Circuit Specialty Courts, including the Barrow County Drug Court, the Piedmont Circuit Wellness Court, and Barrow County Family Treatment Court in the amount of $461,127.00 and approve the necessary budget amendment.

Purpose:
To approve the FY 2027 CJCC State Grants for the Piedmont Circuit Specialty Courts: Barrow County Drug Court, Piedmont Wellness Court, and Barrow County Family Treatment Court programs.

Background/Summary:
The Piedmont Circuit Specialty Court programs have existed since 2009 and serve the communities of Barrow and Jackson Counties. Their mission is to reduce recidivism while improving the quality of life for the offender, their family, and the community at large by providing supervision, treatment, and positive reinforcement through a structured, cost-effective program. The Piedmont Judicial Circuit Specialty Courts aim to facilitate interagency collaboration by using a multidisciplinary team approach to ensure community safety. These programs provide intensive outpatient treatment services to individuals who are assessed as having a high treatment need and are at high risk of reoffending without intervention. They are presided over by Judges and Specialty Court teams, who provide accountability and support.

Each year, the State provides an opportunity for accountability courts to receive grant funds to operate these programs. As in years past, the state awarded funds for FY 2027 in the amount of **$461,127.00** to support our programs' operations in the following amounts:

- **Barrow County Drug Court ($176,404),**
- **Piedmont Circuit Wellness Court ($174,394)**,
    - The Piedmont Circuit Veterans Treatment Court was combined with the Piedmont Circuit Wellness (Mental Health) Court.
    - *Piedmont Circuit Wellness Court = $118,551 (covered via Barrow County)*
    - *Piedmont Circuit Veterans Court = $55,843 (**covered by Jackson County and would need to*

be reimbursed in accordance with specific line items; see Intergovernmental Agreement between Barrow County and Jackson County).

- **Barrow County Family Treatment Court ($110,329).**

We request that the Board of Commissioners approve these grants to continue program operations and fulfill the County's and the organization's missions.

Options:

- Approval of the state grants
- Denial of the state grants

Finance Officer Comments (if applicable):

The grants were not approved in the current budget and will require a budget amendment.

Funding Source	Account Code	FY 2027 Budget	Year-To-Date Expenditures	FY2027 Budget Amendment
Grants Fund	25021513-334314-SG076	$0.00	$0.00	$174,394.00
Grants Fund	2502151-511000-SG076	$0.00	$0.00	$49,683.00
Grants Fund	2502151-523850-SG076	$0.00	$0.00	$86,950.00
Grants Fund	2502151-531100-SG076	$0.00	$0.00	$35,273.00
Grants Fund	2502151-523500-SG076	$0.00	$0.00	$2,488.00
Grants Fund	25021513-334314-SG077	$0.00	$0.00	$110,329.00
Grants Fund	2502151-511000-SG077	$0.00	$0.00	$60,530.00
Grants Fund	2502151-523850-SG077	$0.00	$0.00	$39,925.00
Grants Fund	2502151-531100-SG077	$0.00	$0.00	$8,916.00
Grants Fund	2502151-523500-SG077	$0.00	$0.00	$958.00
Grants Fund	25021513-334314-SG078	$0.00	$0.00	$176,404.00
Grants Fund	2502151-511000-SG078	$0.00	$0.00	$23,597.00
Grants Fund	2502151-523850-SG078	$0.00	$0.00	$109,440.00
Grants Fund	2502151-531100-SG078	$0.00	$0.00	$38,173.00

Grants Fund	2502151-523500-SG078	$0.00	$0.00	$5,194.00

ATTACHMENTS:

FY 2027 Barrow County Drug Court Budget Detail

FY 2027 Barrow County Family Treatment Court Budget Detail

FY2027 Piedmont Circuit Mental Health Court Grant Detailed Budget Outline

FY27 Operating Grant Budget Award Worksheet

Court Name **Barrow County Drug Court**

Budget Worksheet Category	Line Item		Total Budgeted
Personnel	Program Coordinator	22,171.00	$23,597
	Coordinator Benefits	1,426.00	
Contract Services	Law Enforcement	36,600.00	$109,440
	Treatment Provider	50,040.00	
	Clinical Case Manager	12,000.00	
	Lab Technician	7,200.00	
	Counselor	2,400.00	
	Psychiatrist	1,200.00	
Drug Testing Supplies	Consumables	1,772.04	$31,123
	Confirmations	6,000.00	
	Onsite Devices	7,490.00	
	Reagents	15,860.50	
Supplies /Other Costs	Treatment Curriculum	1,200.00	$7,050
	Reconnect	3,600.00	
	Medication Assistance	1,250.00	
	Housing Assistance	1,000.00	
Equipment		0.00	$0
In State Training and Travel	2026 CACJ Conference	127.00	$3,194
	Instate Travel	3,067.00	
Transportation Funding	Private Transportation	2,000.00	$2,000
Total Budget:			$176,404

Match: $31,130

Funding Committee Note:

The court should work to increase its participant census throughout FY27 to more closely meet its self-reported capacity per the FY26 Court Operating Profile. The Funding Committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY28 operating grant application on its efforts to meet its self-reported capacity. The Funding Committee will consider this information when evaluating FY28 operating grant awards, and a failure to respond to Funding Committee notes may impact future funding decisions.

FY27 Operating Grant Budget Award Worksheet

Court Name **Barrow County Family Treatment Court**

Budget Worksheet Category	Line Item		Total Budgeted
Personnel	Program Coordinator	57,574.00	$60,530
	Coordinator Benefits	2,956.00	
Contract Services	LEO Surveillance Officer	10,125.00	$39,925
	Treatment Provider	19,800.00	
	Lab Tech/Collector	8,000.00	
	Psychiatrist	2000	
Drug Testing Supplies	Consumables	693.00	$6,866
	Confirmations	1,000.00	
	Onsite Devices	1,873.00	
	Reagents-Typical	2,475.00	
	Reagents-Synthetic	825.00	
Supplies/Other Costs	Treatment Curriculum	450.00	$2,050
	Reconnect	800.00	
	Medication Assistance	800.00	
In State Training and Travel	2026 CACJ Conference	94.25	$958
	Coordinator	137.75	
	Director	137.75	
	Lab Tech	137.75	
	FTC Treatment Team	450.00	
Transportation Funding	Private Transportation	0.00	$0
Total Budget:			$110,329

Match: $19,470

Funding Committee Note:
Coordinator's salary aligns with the salary step due to low census, not justifying an increase.

The court should work to increase its participant census throughout FY27 to more closely meet its self-reported capacity per the FY26 Court Operating Profile. The Funding Committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY28 operating grant application on its efforts to meet its self-reported capacity. The Funding Committee will consider this information when evaluating FY28 operating grant awards, and a failure to respond to Funding Committee Notes may impact future funding decisions.

FY27 Operating Grant Budget Award Worksheet

Court Name **Piedmont Circuit Mental Health Court and Veterans Treatment Court**

Budget Worksheet Category	Line Item		Total Budgeted
Personnel	Program Coordinator	11,190.00	$49,683
	Fringe Benefits	588.00	**All PERSONNEL amounts are covered by PWC
	Program Coordinator	11,053.00	
	Fringe Benefits	280.00	
	Case Manager	26,572.00	
	Fringe Benefits		
Contract Services	Treatment Provider	30,000.00	$86,950
	Clinical Case Manager	2,100.00	PWC: $46,600 (ABHS, LEO, LT)
	Treatment Provider	24,000.00	
	Clinical Case Manager	2,800.00	PVTC: $40,350 (Lifetime, LEO, LT)
	Counselor	4,800.00	
	Lab Technician	12,000.00	
	Law Enforcement/Surv. Officer	11,250.00	
Drug Testing Supplies	Consumables	3,117.00	$29,473
	Confirmation Testing	2,675.00	PWC: $17,219
	Onsite Devices	6,741.00	PVTC: $12,254
	Reagents	16,940.00	
Supplies /Other Costs	Curriculum	1,050.00	$5,800
	Reconnect	2,250.00	PWC: $3,750 (Curriculum, Housing, Meds, Reconnect)
	Medication Assistance	1,875.00	
	Housing Assistance	625.00	PVTC: $2,050 (Curriculum, Meds, Reconnect)
Equipment		0.00	$0
In State Training and Travel	2026 CACJ Conference	109.00	$2,488
	Coordinators/Directors	413.00	PWC: $1,299
	Lab Tech/Case Mgr.	276.00	PVTC: $1,189
	Program Case Manager	689.00	
	Treatment Team	1,001.00	
Transportation Funding	Other	0.00	$0
Total Budget:			$174,394

Match: $30,775

Funding Committee Note:

The court should work to increase its census to more than 10 participants throughout FY27. The funding committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY28 operating grant application on its efforts to increase the census to more than 10 participants. The Funding Committee will consider this information when evaluating FY28 operating grant awards, and a failure to respond to Funding Committee notes may impact future funding decisions.

The court should seek other resources for housing funds.

PWC TOTAL: $118,551 (MATCH - $20,927)

PVTC TOTAL: $55,843 (MATCH - $9,848)

GRANT TOTAL: $174,394

FY2027 Piedmont Circuit Mental Health Court Grant

Piedmont Wellness Court versus Piedmont VTC Awarded Funding

Budget Category	PVTC Funding Detail	PWC Funding Details:
PERSONNEL	NO REQUEST MADE	• Barrow Coordinator Salary and Benefits (partial) • Jackson Coordinator Salary and Benefits (partial) • Program Case Manager (partial) **TOTAL: $49,683.05**
CONTRACTED TREATMENT SERVICES	• PIEDMONT VETERANS COURT: Lifetime Counseling (Counselor, Case Manager) - $32,100 • Barrow and Jackson County Sheriff Offices (4 Surveillance Officers/county) - $2,250 • Lab Tech/Drug Screen Collector - $6,000 **TOTAL: $40,350**	• PIEDMONT WELLNESS COURT: Advantage Behavioral Health Systems (Contracted Treatment Provider, Clinical Case Manager, Counselor, Psychiatrist) - $31,600 • Barrow and Jackson County Sheriff Offices (4 Surveillance Officers/county) - $9,000 • Lab Tech/Drug Screen Collector - $6,000 **TOTAL: $46,600**
DRUG TESTING SUPPLIES	Products from our vendors: • ThermoFisher/Microgenics (analyzer reagents and supplies, • QLabs (Confirmation tests), • Abbott/Redwood (Confirmation tests), • Intrinsic Interventions (test cups, oral fluid swabs) • DTPM (testing supplies) **TOTAL: $12,254**	Products from our vendors: • ThermoFisher/Microgenics (analyzer reagents and supplies, • QLabs (Confirmation tests), • Abbott/Redwood (Confirmation tests), • Intrinsic Interventions (test cups, oral fluid swabs) • DTPM (testing supplies) **TOTAL: $17,219**
OTHER COSTS/SUPPLIES	• Curriculum from Hazelden Publishing and CCI/MRT - $300 • Reconnect - $1,000 • Medication Assistance (via Treatment Providers or MAT providers) - $750 **TOTAL: $2,050**	• Curriculum from Hazelden Publishing and CCI/MRT- $750 • Housing assistance - $625 • Reconnect - $1,250 • Medication Assistance (via Treatment Providers or MAT providers) - $1,125 **TOTAL: $3,750**

TRAVEL	• CACJ Conference • Travel for approved CACJ Training **TOTAL: $1,189**	• CACJ Conference • Travel for approved CACJ Training **TOTAL: $1,299**
TRANSPORTATION	N/A	N/A
TOTAL COSTS:	**$55,843 (Jackson)**	**$118,551 (Barrow)**

AGENDA ITEM NO. IX.c

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Victoria Bowman, Courts
ITEM TYPE:	Board Action
AGENDA SECTION:	New Business
SUBJECT:	Consideration to approve the FY 2027 Piedmont Circuit Specialty Court Contract Renewal Agreement for Project ADAM.

Purpose:
To approve the FY 2027 Piedmont Circuit Specialty Court Professional Services/Contract Renewal Agreement for Project ADAM.

Background/Summary:
Project ADAM has been the contracted Treatment Provider for the Barrow County Drug Court program since 2012 and for the Barrow County Family Treatment Court program since October 2022. They have provided effective intensive outpatient substance use disorder treatment for participants. Their exceptional service has contributed to the Barrow County Drug Court's designation as Model Court by the Council of Accountability Court Judges, a designation only provided to a few programs in the state of Georgia.

Project ADAM is funded through the Accountability Grants for the Barrow County Drug Court and Barrow County Family Treatment Court. The funds were included in the budget for the 2027 fiscal year.

Options:
- Approval of the agreement renewals
- Denial of the agreement renewals

Finance Officer Comments (if applicable):
The agreement was approved with current year budget amendment.

Funding Source	Account	FY 2027 Amended Budget	FY 2027 Year To Date Expenditures	FY 2027 Remaining Budget

Grants Fund	2502151-523850-SG077	$39,925.00	$0.00	$39,925.00
Grants Fund	2502151-523850-SG078	$109,440.00	$0.00	$109,440.00

ATTACHMENTS:

Project ADAM - Barrow County Family Treatment Court Agreement Renewal

Project ADAM - Drug Court Renewal Agreement

PROFESSIONAL SERVICES AGREEMENT RENEWAL

THIS PROFESSIONAL SERVICES AGREEMENT RENEWAL (the "Agreement Renewal") is executed as of this 1st day of JULY 2026, by the **PIEDMONT CIRCUIT SPECIALTY COURTS,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners ("County"), and **Project ADAM Community Assistance Center, Incorporated d/b/a Project ADAM,** a domestic nonprofit corporation ("Contractor" or "Project ADAM"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County previously entered into an agreement dated July 1st, 2025 (the "Original Agreement") with Contractor to provide certain services generally described as Barrow County Family Treatment Court Liaison and Treatment Services (the "Work"); and

WHEREAS, the parties desire to renew the Original Agreement, subject to the additional terms and conditions contained herein; and

WHEREAS, the public interest will be served by this Agreement Renewal;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

SCOPE OF SERVICES AND TERMINATION DATE:

A. Term of Agreement

This Agreement Renewal shall be effective as of JULY 1ST, 2026. Contractor shall perform required services as called for in the Original Agreement, but not extending beyond JUNE 30TH, 2027. The Original Agreement may be renewed by the parties for up to five (5) additional one year periods.

All other terms and conditions of the Original Agreement shall remain unmodified and of force and effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement Renewal on the date set forth above.

CONTRACTOR:

PROJECT ADAM COMMUNITY ASSISTANCE CENTER INCORPORATED

By: _____
L. Gina McDonald, CEO

[CORPORATE SEAL]

ATTEST:

By: _____
Tommy Glen Thompson, Secretary

BARROW COUNTY

_____
By: Pat Graham, Chairman

ATTEST:

_____
Vickie Short, County Clerk

[COUNTY SEAL]

PROFESSIONAL SERVICES AGREEMENT RENEWAL

THIS PROFESSIONAL SERVICES AGREEMENT RENEWAL (the "Agreement Renewal"), effective as of the 1st day of JULY 2026, by and between **BARROW COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners ("County"), and **Project ADAM Community Assistance Center, Incorporated d/b/a Project ADAM,** a domestic nonprofit corporation ("Contractor" or "Project ADAM"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County previously entered into an agreement dated July 1st, 2025 (the "Original Agreement") with Contractor to provide certain services generally described as Drug Court Services (the "Work"); and

WHEREAS, the parties desire to renew the Original Agreement, subject to the additional terms and conditions contained herein; and

WHEREAS, the public interest will be served by this Agreement Renewal;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

SCOPE OF SERVICES AND TERMINATION DATE:

A. Term of Agreement

This Agreement Renewal shall be effective as of JULY 1ST, 2026. Contractor shall perform required services as called for in the Original Agreement, but not extending beyond JUNE 30TH, 2027. The Original Agreement may be renewed by the parties for up to five (5) additional one-year periods.

All other terms and conditions of the Original Agreement shall remain unmodified and of force and effect.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement Renewal on the date set forth above.

CONTRACTOR:

PROJECT ADAM COMMUNITY ASSISTANCE CENTER INCORPORATED

By: _____
L. Gina McDonald, CEO

[CORPORATE SEAL]

ATTEST:

By: _____
Tommy Glen Thompson, Secretary

BARROW COUNTY

_____
By: Pat Graham, Chairman

ATTEST:

_____

[COUNTY SEAL]

Abril Olivas, County Clerk

AGENDA ITEM NO. IX.d

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Victoria Bowman, Courts
ITEM TYPE:	Board Action
AGENDA SECTION:	New Business
SUBJECT:	Consideration to approve the FY 2027 Piedmont Circuit Specialty Court Contract Renewal Agreement for Advantage Behavioral Health Systems.

Purpose:
To approve the FY 2027 Specialty Court Contract Renewal Agreement for Advantage Behavioral Health Systems.

Background/Summary:
Advantage BHS has been the contracted Treatment Provider for the Piedmont Circuit Wellness Court program since 2010. Designated the region's Community Service Board, they have provided effective intensive outpatient mental health treatment for participants in the Piedmont Circuit Wellness Court programs in Barrow County, GA. Their exceptional service has contributed to the Piedmont Circuit Wellness Court's designation as Model Court by the Council of Accountability Court Judges, a designation only provided to ten programs in the state of Georgia.

Unlike years past, the FY 2027 Piedmont Circuit Mental Health Court grant INCLUDES the Piedmont Circuit Veterans Treatment Court, which is a track of the PCMHC program. Only the funding pertaining to participants in the Mental Health Court will be utilized towards treatment for Advantage BHS. Lifetime Counseling is the contracted treatment provider for the Piedmont VTC program via Jackson County Government.
Advantage BHS is funded through the Accountability Grants for the Piedmont Circuit Wellness Court and was included in the FY 2027 budget.

Options:
- Approval of the renewal agreement
- Denial of the renewal agreement

Finance Officer Comments (if applicable):
The agreement was approved with current year budget amendment.

Funding Source	Account	FY 2027 Amended Budget	FY 2027 Year To Date Expenditures	FY 2027 Remaining Budget
Grants Fund	2502151-523850-SG076	$86,950.00	$0.00	$86,950.00

ATTACHMENTS:
2026 ABHS Renewal Agreement

PROFESSIONAL SERVICES AGREEMENT RENEWAL

THIS PROFESSIONAL SERVICES AGREEMENT RENEWAL (the "Agreement Renewal") effective as of the 1st day of JULY 2026, between the **PIEDMONT CIRCUIT SPECIALTY COURTS and BARROW COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners ("County"), and **Advantage Behavioral Health System,** a Georgia Community Service Board created and operating pursuant to O.C.G.A. § 37-2-6 et seq. ("Contractor), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County previously entered into an agreement dated July 1st, 2025 (the "Original Agreement") with Contractor to provide certain services generally described as Wellness (previously referred to as Mental Health) Court Services (the "Work"); and

WHEREAS, the parties desire to renew the Original Agreement, subject to the additional terms and conditions contained herein; and

WHEREAS, the public interest will be served by this Agreement Renewal;

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

SCOPE OF SERVICES AND TERMINATION DATE:

A. Term of Agreement

This Agreement Renewal shall be effective as of **JULY 1ST, 2026**. Contractor shall perform required services as called for in the Original Agreement, but not extending beyond **JUNE 30TH, 2027**. 'The Original Agreement may be renewed by the parties for up to two (2) additional one year periods.

All other terms and conditions of the Original Agreement shall remain unmodified and of force and effect.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement Renewal on the date set forth above.

[SIGNATURES TO FOLLOW]

CONTRACTOR,
ADVANTAGE BEHAVIORAL
HEALTH SYSTEMS:

Tamara Conlin CEO

By: Tamara L. Conlin, CEO 6/16/26

ATTEST:

By: Kathleen Carter 6/16/26

BARROW COUNTY

By: Pat Graham, Chairman

ATTEST:

[COUNTY SEAL]

Abril Olivas, County Clerk

AGENDA ITEM NO. IX.e

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Jennifer Lopez, Planning & Community Development
ITEM TYPE:	Board Action
AGENDA SECTION:	New Business
SUBJECT:	Consideration of a deannexation request of ±30 acres located at 89 Sims Road, designated as Tax Parcels Nos. WN10 326, WN10 328, and WN10 179.

Commission District:
District 6: Deborah Lynn

Existing Zoning:
AG & R-1

Future Land Use Map Category:
Suburban Residential

Summary:
No financial impact.

ATTACHMENTS:
Deannex Staff Analysis 2026-01 WN10 326,328 and 179 S
Aerial Maps with City Limits
Resolution - De-annexation - 89 Sims Road

STAFF REVIEW & ANALYSIS OF DEANNEXATION REQUEST

City: Winder	Map/Parcels WN10 326, 328 and 179
Case Number:	DA-2026-01 Applicant: Sara Brooke Johnson & James Brandon Moore

Receipt of Deannexation Application	07/13/2026
Application Deemed Complete	07/13/2026
Next Board of Commissioners Meeting	08/11/2026

		Yes	No
Is the property to be deannexed contiguous to county jurisdictional boundary? *This property is contiguous with Government property, that is contiguous to county jurisdictional boundary*		• c	
Barrow County Future Development Map Designation	N/A		
Surrounding / Contiguous City Future Development Map	Suburban Residential		
Surrounding County Future Development Map	Suburban Neighborhood Residential		
Does this annexation create an “island” of incorporated land?			No
Recommended Zoning		**	

Comments: Staff has reviewed the request to de-annex approximately 30 acres located at 89 Sims Road (Parcels WN10 326, WN10 328, and WN10 179) from the City of Winder to the unincorporated area of Barrow County. The applicants propose to continue using the property as a primary residence and small family farm and request an Agricultural (AG) he unincorporated Barrow County jurisdictional boundary via zoning designation upon de-annexation.

As part of its review, staff evaluated the existing municipal and county jurisdictional boundaries in relation to the Future Development Map. The subject property is contiguous to existing City of Winder municipal property that is adjacent to the Barrow County jurisdictional boundary via map/parcels xx059 16 & 017. Additionally, the proposed de-annexation would not create an island because the subject property is adjacent to government owned land that is adjacent to Barrow County property.

Based on the County's review of the existing jurisdictional boundaries and applicable state law governing municipal de-annexation, staff finds that the proposed request will satisfy the

statutory contiguity requirements necessary for the property to transition from the City of Winder to the unincorporated area of Barrow County.

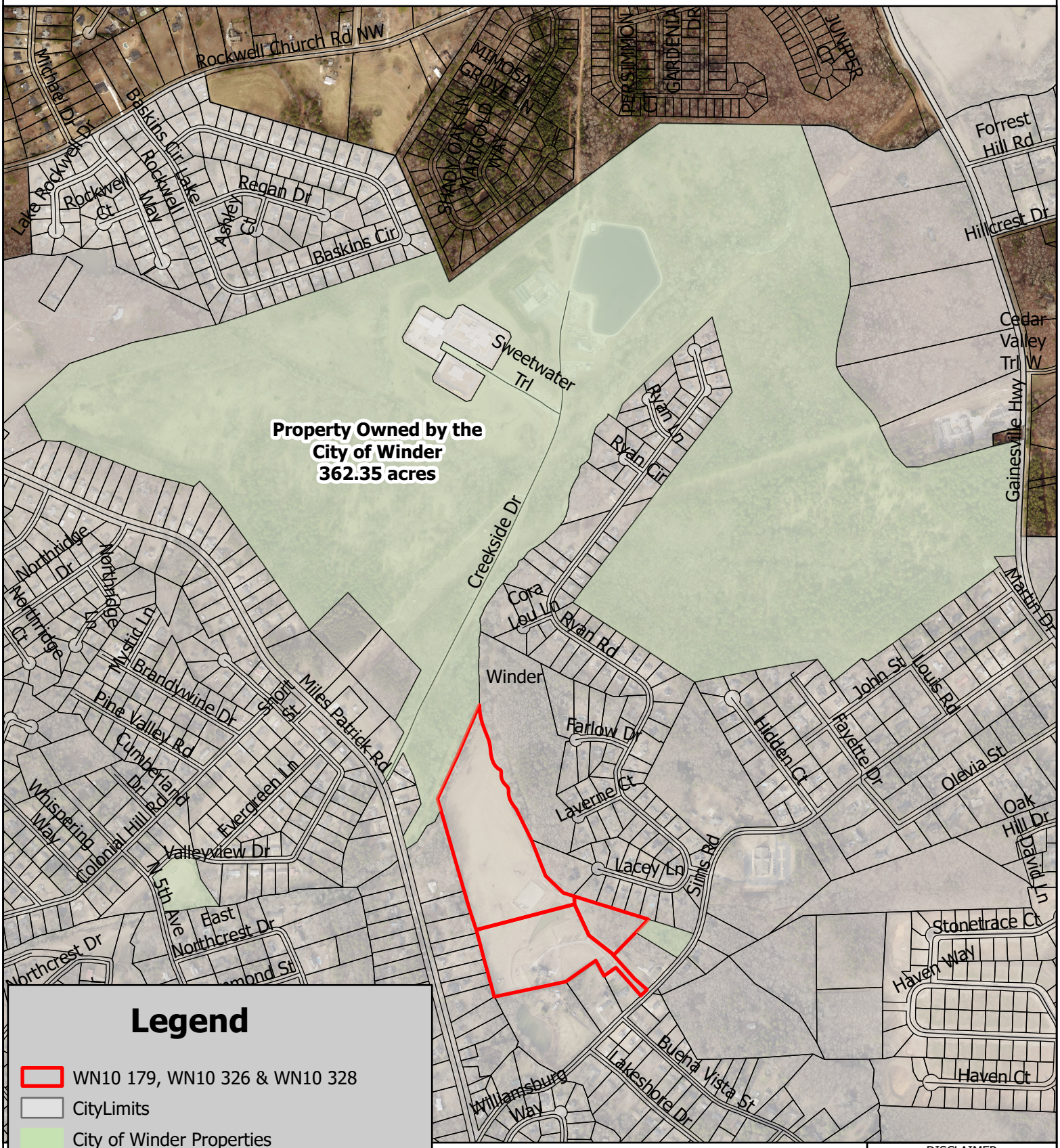
Based on these findings, staff supports the proposed de-annexation.

Aerial Map with City Limits

8/5/2026

DEANNEX 2026-001

Barrow COUNTY GEORGIA
Planning and Community Development



Legend

- WN10 179, WN10 326 & WN10 328
- CityLimits
- City of Winder Properties
- Barrow_Parcels
- Road_Centerlines

0 500 1,000
Feet

1:13,732

N W E S

DISCLAIMER
THIS MAP WAS COMPLIED BY BARROW COUNT. THE COUNTY ASSUMES NO RESPONSIBILITY FORTH THE LEGAL ACCURACCY OF THE INFORMATIO CONTAINED HEREIN

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY, GEORGIA, CONSENTING TO THE DE-ANNEXATION OF CERTAIN REAL PROPERTY FROM THE CITY OF WINDER, GEORGIA

WHEREAS, the owners of the property located at 89 Sims Road Winder, GA 30680, said property described and identified on Exhibit "A" attached hereto and by this reference made a part hereof, have requested that said property be de-annexed from the City of Winder, Georgia; and

WHEREAS, O.C.G.A. Section 36-36-22 grants the authority and outlines the procedures for the de-annexation of land from a municipality within the State of Georgia; and

WHEREAS, O.C.G.A. Section 36-36-131(a) requires that the governing authority of Barrow County consent to this proposed de-annexation of property; and

WHEREAS, the de-annexation of this property is in the best interest of Barrow County, Georgia.

NOW THEREFORE, BE IT RESOLVED that the Barrow County Board of Commissioners does hereby consent to the de-annexation of the property described and identified on Exhibit "A" attached hereto, from the City of Winder, Georgia.

Adopted this _____ day of _____, 2026.

_____
Pat Graham
Chairman

Attest: _____
Abril Olivas
County Clerk

[COUNTY SEAL]

Exhibit "A"

ALL that tract or parcel of land lying and being in 243rd District G.M., Barrow County, Georgia, and more particularly described as follows:

All that tract or parcel of land lying and being in the 243rd G.M. District of Barrow County, Georgia, being Tract 1-B,encompassing 10.00 acres and Tract 1-A, encompassing 18.61 acres and Tract 2, encompassing 2.19 acres, being more particularly described an delineated according to a plat and survey prepared by W.T. Dunahoo and Associates, Inc.,certified by W.T. Dunahoo, Georgia Registered Surveyor No. 1577, dated April 23, 1990, entitled "Survey for Wayne Bartlett," said plat being of record in the Office of the Clerk of Superior Court for Barrow County, Georgia in Plat Book 53,Page 91, which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.

AGENDA ITEM NO. IX.f

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 11, 2026

SUBMITTED BY: Bill King, Water Resources Department

ITEM TYPE: Board Action

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the purchase of two (2) diesel generators for the Water Resources Department from AMSCO, Inc., of Winder, GA, in the amount of $128,500.00.

Purpose:

These generators will provide emergency power to two booster pump stations.

1. Pump Station for the Carl-Bethlehem Water Tank: 5 million gallons
2. Pump Station for the Hwy 124 Water Tower 1: 0.3 million gallons

Background/Summary:

Generators will provide emergency power in the event of a power outage. Both facilities supported are essential facilities.

Amsco is the current vendor installing generators for the Fire Department and it is recommended using them to install the generators for the Water Resources Department as part of standardization.

Options:

- Approval of the purchase
- Denial of the purchase

Finance Officer Comments (if applicable):

Funding for this purchase was approved in the prior budget.

Funding Source	Account Code	FY 2026 Approved Budget	Year-To-Date Expenditures	Remaining Budget
Water Resources	5074401-542000-EQ135	$128,500.00	$0.00	$128,500.00

ATTACHMENTS:

AMSCO Generator Quote - BCWA 1658 Carl Bethlehem Rd

AMSCO Generator Quote - BCWA Hwy 124

AMSCO, Inc. Agreement

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Quote # 7232630
Page 1 of 1

Customer

Barrow County Water Authority
59 Lee Street
Winder, GA 30680

Contact: Mark McKinnon
Phone: 770-307-3014, ext. 2106
Email: mmckinnon@barrowga.org

Location

1658 Carl-Bethlehem Rd
Carl, GA

Notes: Turnkey project, Standby Generator Sys. with ATS, GenSet, Pad, Electrical & Start-up
1. Utility coordination included, JEMC Engineering
2. Custom poured Concrete base included
3. Electrical: ATS and Genset connections included

Description of work: Automatic Standby Power System

Genset	•Generac SD0050KG023, 480/277, 3Phase, 132 gallon tank, $ 29,915 •OEM battery, Custom poured concrete equipment pad, $1,895 •Cellular monitor with 1-year 24/7 dealer monitored subscription, $895	$	32,705.00
ATS Equipment	•Generac RTS Series, 480/277 3 PH ATS, NSER, NEMA3R •480/277/3 Phase monitoring kit, included •5-year comprehensive warranty on generator and transfer switch, included	$	12,495.00
Electrical Hardware & Materials	•Rated copper conductors, NEC grounding, conduits, junctions •Hardware: uni-strut, anchors, etc. •Design per AHJ, NEC and NFPA requirements, included	$	6,550.00
Installation Labor & Start-up	Equipment handling, installation of new equipment, NEC updates, etc. Electrical ATS & GENSET connections. Factory warranty-certified system start-up 2 Hour Load Bank Test, telematics setup and equipment commissioning	$	12,500.00
	Total Quote	$	64,250.00

Notes: •Facilities/site coordination included.
•Diesel fuel provided by customer

Terms: Equipment purchase & mobilization: $ 29,915
Balance due at system commissioning: $ 34,335

Acceptance of Quote: The undersigned authorizes contractor to order equipment, materials and begin the work referenced in this quote. The undersigned agrees to the terms specified. Any changes which require additional equipment, materials, or labor are subject to charges.

Signed Printed Name Date

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Quote # 7232629
Page 1 of 1

Customer

Barrow County Water Authority
59 Lee Street
Winder, GA 30680

Contact: Mark McKinnon
Phone: 770-307-3014, ext. 2106
Email: mmckinnon@barrowga.org

Location

1166 Hwy 124
Braselton, GA

Notes: Turnkey project, Standby Generator Sys. with ATS, GenSet, Pad, Electrical & Start-up
1. Utility coordination included, JEMC Engineering
2. Custom poured Concrete base included
3. Electrical: ATS and Genset connections included

Description of work: Automatic Standby Power System

Genset	•Generac SD0050KG023, 480/277, 3Phase, 132 gallon tank, $ 29,915 •OEM battery, Custom poured concrete equipment pad, $1,895 •Cellular monitor with 1-year 24/7 dealer monitored subscription, $895	$	32,705.00
ATS Equipment	•Generac RTS Series, 480/277 3 PH ATS, NSER, NEMA3R •480/277/3 Phase monitoring kit, included •5-year comprehensive warranty on generator and transfer switch, included	$	12,495.00
Electrical Hardware & Materials	•Rated copper conductors, NEC grounding, conduits, junctions •Hardware: uni-strut, anchors, etc. •Design per AHJ, NEC and NFPA requirements, included	$	6,550.00
Installation Labor & Start-up	Equipment handling, installation of new equipment, NEC updates, etc. Electrical ATS & GENSET connections. Factory warranty-certified system start-up 2 Hour Load Bank Test, telematics setup and equipment commissioning	$	12,500.00
	Total Quote	$	64,250.00

Notes: •Facilities/site coordination included.
•Diesel fuel provided by customer

Terms: Equipment purchase & mobilization: $ 29,915
Balance due at system commissioning: $ 34,335

Acceptance of Quote: The undersigned authorizes contractor to order equipment, materials and begin the work referenced in this quote. The undersigned agrees to the terms specified. Any changes which require additional equipment, materials, or labor are subject to charges.

Signed Printed Name Date

BARROW COUNTY CONSTRUCTION SERVICES AGREEMENT

Water Department Generator Project
Highway 124 and Carl Bethlehem Road

This Construction Services Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026 (the "Effective Date"), by and between **BARROW COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (the "County") and **AMSCO, INC.**, a Georgia corporation, (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, the County desires to retain a contractor to supply and install generators at Barrow County Water Department facilities (defined below); and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in the Contract Documents (defined below); and

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the "Contract Documents":

A. AMSCO Quote Nos. 7232629 (1166 Hwy 124) and 7232630 (1658 Carl Bethlehem Rd) for a total of $128,500.00 attached hereto as **"Exhibit A"**;
B. Insurance Certificate(s), attached hereto as **"Exhibit B"**;
C. Contractor Affidavit, attached hereto as **"Exhibit C"**;
D. Subcontractor Affidavit, attached hereto as **"Exhibit D"**;
E. Barrow County Code of Ethics (codified in the official Code of Barrow County); and
F. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

In the event of any discrepancy among the terms of the various Contract Documents, the

provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

Section 2. The Work

A general description of the Project is as follows: to provide and install generators and related equipment at Barrow County Water Department facilities located at 1166 Hwy 124 and 1658 Carl Bethlehem Road (the "Project"). The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Estimate provided in **"Exhibit A"**, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, transportation, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents.

Section 3. Work Changes

Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written change order executed by the County in accordance with its purchasing regulations.

Section 4. Contract Term; Termination

Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement on or before the start date to be specified on a written "Notice to Proceed" issued by the County and shall fully complete the Work within the timeframe to be specified by the County. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the County for Contractor's breach of this Agreement, the County shall pay Contractor for Work performed to date in accordance with Section 5 herein.

Section 5. Compensation; Method of Payment

The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **$64,250.00** for 1166 Hwy 124 and **$64,250.00** for 1658 Carl Bethlehem Rd (the "Contract Price"), except as outlined in Section 3 above. The compensation for Work performed shall be based upon information provided in Exhibit A, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that in the event it cannot perform the

Work within the budgetary limitations established without disregarding sound principles of Contractor's industry, Contractor will give written notice thereof immediately to the County.

County agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the County's certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the County's receipt and approval of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment, as appropriate) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

Section 6. Covenants of Contractor

A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work.

B. Expertise of Contractor; County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. The Contractor acknowledges and agrees that the acceptance or approval of any Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards.

C. Contractor's Reliance on Submissions by the County. Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

D. Contractor's Representative; Meetings. Scott Miller shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative. Contractor shall meet with County's personnel or designated representatives to resolve technical or contractual problems that may occur during the term of this Agreement at no additional cost to County.

E. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the County the right to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

F. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of a willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

G. Insurance. Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance of the types and amounts approved by the County, as shown on "Exhibit B," attached hereto and incorporated herein by reference. Contractor shall also ensure that any subcontractors are covered by insurance policies meeting the requirements specified herein and provide proof of such coverage. As it relates to any general liability, automobile liability or

umbrella policies, and except where such requirement is specifically waived in writing by the County, Contractor shall ensure that its insurer waives all rights of subrogation against the County for losses arising from Contractor's Work and that the County and its officials, employees or agents are named as additional insureds.

H. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the County.

I. Employment of Unauthorized Aliens Prohibited – *E-Verify Affidavit.* Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as **"Exhibits C and D"**, that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **"Exhibit C"**, and submitted such affidavit to County. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **"Exhibit D"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 500 or more employees.
____ 100 or more employees.
✓ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is

applicable to the subcontractor. The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

J. Confidentiality. Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information.

K. Licenses, Certifications and Permits. Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

L. Authority to Contract. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

M. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

N. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 7. Final Project Documents; Warranty.

Prior to final payment, Contractor shall deliver to County copies of any as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the County and shall honor all additional manufacturing and other applicable warranties.

Section 8. Miscellaneous

A. Complete Agreement; Counterparts; Third Party Rights. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

B. Governing Law; Business License; Proper Execution. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia, and Contractor submits to the jurisdiction and venue of such court. During the Term of this Agreement, Contractor shall maintain a business license with the County, unless Contractor provides evidence that no such license is required. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.).

C. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the addresses first given above or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

D. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only to the extent specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with the Contract Documents, the nature and extent of the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit

modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the Effective Date first above written.

COUNTY:

BARROW COUNY, GEORGIA

By: _____
Pat Graham, Chairman

Attest:

By: _____
Abril Olivas, County Clerk

CONTRACTOR:

AMSCO, INC.

By: _____
Printed Name: Scott miller
Title: CEO/owner

[CORPORATE SEAL]

Attest/Witness:

By: _____

"EXHIBIT A"

AMSCO QUOTES

AMSCO®
ENERGY MANAGEMENT SOLUTIONS
Alabama • Georgia • Mississippi • N.Florida

CELEBRATING 25 Years 2001-2026

GENERAC®
COMMERCIAL • INDUSTRIAL • RESIDENTIAL

75 N Broad Street • Winder, Georgia • 470-989-0128 • www.AMSCO-EMS.com

Quote # 7232629
Page 1 of 1

Customer

Barrow County Water Authority
59 Lee Street
Winder, GA 30680

Contact: Mark McKinnon
Phone: 770-307-3014, ext. 2106
Email: mmckinnon@barrowga.org

Location

1166 Hwy 124
Braselton, GA

Notes: Turnkey project, Standby Generator Sys. with ATS, GenSet, Pad, Electrical & Start-up
1. Utility coordination included, JEMC Engineering
2. Custom poured Concrete base included
3. Electrical: ATS and Genset connections included

Description of work: Automatic Standby Power System

Genset	•Generac SD0050KG023, 480/277, 3Phase, 132 gallon tank, $ 29,915 •OEM battery, Custom poured concrete equipment pad, $1,895 •Cellular monitor with 1-year 24/7 dealer monitored subscription, $895	$	32,705.00
ATS Equipment	•Generac RTS Series, 480/277 3 PH ATS, NSER, NEMA3R •480/277/3 Phase monitoring kit, included •5-year comprehensive warranty on generator and transfer switch, included	$	12,495.00
Electrical Hardware & Materials	•Rated copper conductors, NEC grounding, conduits, junctions •Hardware: uni-strut, anchors, etc. •Design per AHJ, NEC and NFPA requirements, included	$	6,550.00
Installation Labor & Start-up	Equipment handling, installation of new equipment, NEC updates, etc. Electrical ATS & GENSET connections. Factory warranty-certified system start-up 2 Hour Load Bank Test, telematics setup and equipment commissioning	$	12,500.00
		Total Quote $	64,250.00

Notes: •Facilities/site coordination included.
•Diesel fuel provided by customer

Terms: Equipment purchase & mobilization: $ 29,915
Balance due at system commissioning: $ 34,335

Acceptance of Quote: The undersigned authorizes contractor to order equipment, materials and begin the work referenced in this quote. The undersigned agrees to the terms specified. Any changes which require additional equipment, materials, or labor are subject to charges.

Signed | Printed Name | Date

SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

Standby Power Rating
50 kW, 63 kVA, 60 Hz

Prime Power Rating*
45 kW, 56 kVA, 60 Hz

USA ENGINEERED & BUILT*
*Assembled in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the US or its Territories



Image used for illustration purposes only.

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

- UL2200, UL6200, UL1236, UL489, UL142
- CSA C22.2, ULC S601
- BS5514 and DIN 6271
- SAE J1349
- NFPA 37, 70, 99, 110
- NEC700, 701, 702, 708
- NEMA ICS10, MG1, 250, ICS6, AB1
- ANSI C62.41
- IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 60 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM
- Oil Drain Extension
- Air Cleaner
- Level 1 Fan and Belt Guards (Open Set Only)
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Exhaust Silencer (Enclosed Units Only)
- Heavy Duty Air Cleaner

FUEL SYSTEM
- Fuel Lockoff Solenoid
- Primary Fuel Filter

COOLING SYSTEM
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

ELECTRICAL SYSTEM
- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

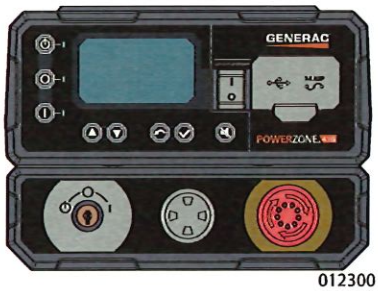
ALTERNATOR SYSTEM
- UL2200 GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Brushless Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Amortisseur Winding
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET
- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)
- Silencer of Heat Shield

ENCLOSURE (If Selected)
- Rust-Proof Fasteners with Nylon Washers to
- Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS(If Selected)
- UL 142/ULC S601
- Double Wall Construction
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested (2 psi)
- Rupture Basin Alarm
- Electronic and Visual Fuel Level Indication
- Check Valve In Supply and Return Lines
- RhinoCoat™- Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



012300

Power Zone® 410 Controller

Features
- Programmable Auto Crank
- Selectable Low Speed Exercise
- RS-232 x2
- RS-485 x2
- All-Phase Sensing Digital Voltage Regulator
- On/Off/Manual Switch
- Not in Auto (Flashing Light)
- Emergency Stop
- Modbus® RTU
- CANbus
- Full Range Standby Operation
- Power Factor
- Ruptured Tank Detection
- Auxiliary Shutdown Switch
- Remote Communications
- NFPA110 Module Included (Key Switch, Alarm, E-Stop)
- I^2T Function for Full Generator Protection (Contact Factory)

Fuel System Status Display
- Multilingual 128x64 Graphical Display with Heater
- Easy Status View LED Screen
- 3-Phase AC Volts
- 3-Phase Amps
- kW
- Line Power/Gen Power
- Time
- Date
- Run Hours
- Service Reminders
- Fault History (Alarm Log)
- Oil Pressure
- Oil Temperature Indication and Alarm
- Output for Fuel Level High/Low Warning
- Water Temperature
- Water Level
- Fuel Pressure/Level
- Engine Speed
- Battery Voltage
- Alternator Frequency

Alarms and Warnings
- Common Alarm Output
- Audible Alarm and Silence

SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

CONFIGURABLE OPTIONS

ENGINE SYSTEM
- Oil Make-Up System
- Oil Heater
- Industrial Exhaust Silencer (Open Set)
- Two-Stage Air Cleaner

FUEL SYSTEM
- Flexible Fuel Lines
- Primary Fuel Filter

ELECTRICAL SYSTEM
- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM
- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

GENERATOR SET
- Extended Factory Testing (3-Phase Only)
- 8 Position Load Center

CIRCUIT BREAKER OPTIONS
- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENCLOSURE
- Level 0 Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Door Open Alarm Switch
- Enclosure Heater (with Motorized Dampers Only)

WARRANTY (Standby Gensets Only)
- 2 Year Extended Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

CONTROL SYSTEM
- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Sender with Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type,
- Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Modem
- 10A Engine Run Relay
- Ground Fault Annunciator

FUEL TANKS (Side On Last Page)
- Electric Fuel Level
- Mechanical Fuel Level
- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- 19 in (482.6 mm) Fill Extension

ENGINEERED OPTIONS

ENGINE SYSTEM
- Coolant Heater Ball Valves
- Fluid Containment Pan
- Block Heaters

CONTROL SYSTEM
- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM
- 3rd Breaker System

GENERATOR SET
- Special Testing
- IBC Seismic Certification

FUEL TANKS
- Overfill Protection Valve
- UL2085 Tank
- Stainless Steel Tanks
- Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- Vent Extensions

SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Mitsubishi
Cylinder	4
Type	In-Line
Displacement - in^3 (L)	203.3 (3.331)
Bore - in (mm)	3.7 (94)
Stroke - in (mm)	4.72 (120)
Compression Ratio	19:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	Cast Iron
Ignition	CI
Piston Type	Aluminum

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear Driven
Oil Filter Type	Full Flow Cartridge
Crankcase Capacity - qt (L)	11.2 (10.6)

Cooling System

Cooling System Type	Closed Recovery
Fan Type	Pusher
Fan Speed - RPM	2,340
Fan Diameter - in (mm)	20 (508)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel #2
Fuel Filtering (Microns)	10 Primary and 2 Secondary
Fuel Pump Type	In-Line
Injector Type	Mechanical
Fuel Supply Line - in (mm)	0.31 (7.94) NPT
Fuel Return Line - in (mm)	0.31 (7.94) NPT

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	50 A
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0050124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3 Phase Only)
Telephone Interference Factor (TIF)	<50
Standard Excitation	Synchronous Brushless
Bearings	Sealed Ball
Coupling	Direct via Flexible Disc
Load Capacity — Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.5%

SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

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OPERATING DATA

POWER RATINGS

		Standby
Single-Phase 120/240 VAC @1.0pf	50 kW/50 kVA	Amps: 208
Three-Phase 120/208 VAC @0.8pf	50 kW/63 kVA	Amps: 174
Three-Phase 120/240 VAC @0.8pf	50 kW/63 kVA	Amps: 151
Three-Phase 277/480 VAC @0.8pf	50 kW/63 kVA	Amps: 75
Three-Phase 346/600 VAC @0.8pf	50 kW/63 kVA	Amps: 60

MOTOR STARTING CAPABILITIES (SKVA)

		skVA vs. Voltage Dip			
120/240 VAC 1Ø	30%	277/480 VAC 3Ø	30%	208/240 VAC 3Ø	30%
A0050044N21	31	K0050124Y21	98	K0050124Y21	75
A0060044N21	40	K0060124Y21	124	K0060124Y21	95

FUEL CONSUMPTION RATES*

Fuel Pump Lift- ft (m)
4.5(1.4)

Total Fuel Pump Flow (Combustion + Return) - gph (Lph)
3.57 (13.51)

	Diesel - gph (Lph)
Percent Load	Standby
25%	1.2 (4.5)
50%	2.3 (8.7)
75%	3.4 (12.9)
100%	4.5 (17.0)

*Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Air Flow (Fan Air Flow Across Radiator) - Open Set	cfm (m^3/hr)	2,500 (70.8)
Coolant Flow	gpm (Lpm)	34.0 (128.7)
Coolant System Capacity	gal (L)	3.0 (11.4)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate	See Bulletin No. 0199270SSD	
Maximum Additional Radiator Backpressure	in H2O (kPa)	0.5 (0.1)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power cfm — (m^3/min)	90 (2.5)

ENGINE

		Standby
Rated Engine Speed	rpm	1,800
Horsepower at Rated kW**	hp	85
Piston Speed	ft/min (m/min)	1,416 (431.6)
BMEP	psi (kPa)	118 (814)

** See "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		Standby
Exhaust Flow (Rated Output)	scfm (m^3/min)	230 (6.5)
Maximum Allowable Back Pressure (Post Silencer)	in H2O (kPa)	1.5 (5.1)
Exhaust Temperature (Rated Output)	°F (°C)	900 (482)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.
Standby - See Bulletin 0187500SSB

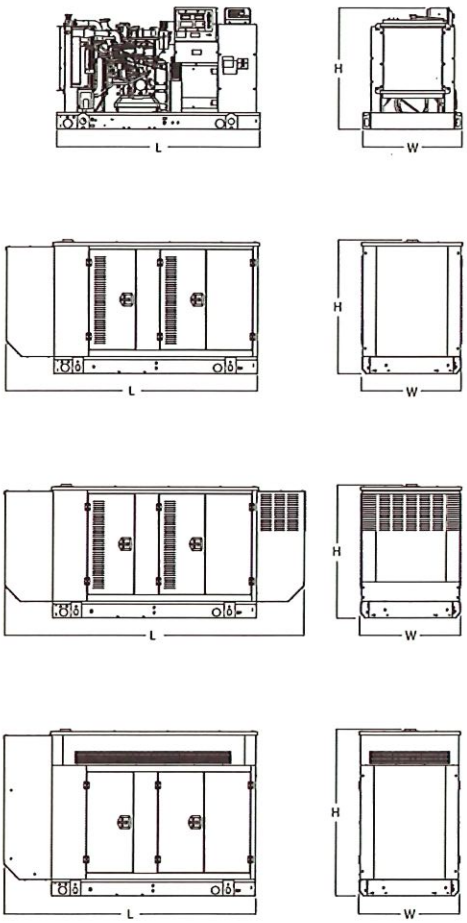
SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

DIMENSIONS AND WEIGHTS*



OPEN SET

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	—	76.0 (1,930) x 37.4 (950) x 45.2 (1,148)	1,765 - 1,838 (801 - 834)
12	54 (204)	76.0 (1,930) x 37.4 (950) x 58.2 (1,478)	2,254 - 2,327 (1,019 - 1,052)
29	132 (500)	76.0 (1,930) x 37.4 (950) x 70.2 (1,783)	2,475 - 2,548 (1,123 - 1,156)
42	190 (719)	106.0 (2,692) x 37.4 (950) x 71.2 (1,808)	2,689 - 2,762 (1,221 - 1,254)
46	211 (799)	76.0 (1,930) x 37.4 (950) x 82.2 (2,088)	2,684 - 2,757 (1,218 - 1,251)
66	300 (1,136)	92.9 (2,360) x 37.4 (950) x 85.7 (2,177)	2,747 - 2,820 (1,246 - 1,279)
155	510 (1930)	192.5 (4,890) x 84.8(2 ,155) x 82.2(2,088)	3,045 - 3,173 (1,381 - 1,439)

WEATHER PROTECTED ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	—	94.8 (2,408) x 38.0 (965) x 49.5 (1,257)		
12	54 (204)	94.8 (2,408) x 38.0 (965) x 62.5 (1,588)		
29	132 (500)	94.8 (2,408) x 38.0 (965) x 74.5 (1,892)		
42	190 (719)	106.0 (2,692) x 38.0 (965) x 75.5 (1,917)	448 (203)	225 (102)
46	211 (799)	94.8 (2,408) x 38.0 (965) x 86.5 (2,197)		
66	300 (1,136)	94.8 (2,408) x 38.0 (965) x 90.0 (2,286)		
155	510 (1930)	211.3(5,368) x 85.4(2,170) x 86.5(2,197)		

LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	—	112.5 (2,858) x 38.0 (965) x 49.5 (1,257)		
12	54 (204)	112.5 (2,858) x 38.0 (965) x 62.5 (1,588)		
29	132 (500)	112.5 (2,858) x 38.0 (965) x 74.5 (1,892)		
42	190 (719)	112.5 (2,858) x 38.0 (965) x 75.5 (1,917)	527 (239)	259 (117)
46	211 (799)	112.5 (2,858) x 38.0 (965) x 86.5 (2,197)		
66	300 (1,136)	112.5 (2,858) x 38.0 (965) x 90.0 (2,286)		
155	510 (1930)	229 (5,818) x 85.4 (2,170) x 86.5 (2,197)		

LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	—	94.8 (2,408) x 38.0 (965) x 61.9 (1,572)		
12	54 (204)	94.8 (2,408) x 38.0 (965) x 74.9 (1,903)		
29	132 (500)	94.8 (2,408) x 38.0 (965) x 86.9 (2,207)		
42	190 (719)	106.0 (2,692) x 38.0 (965) x 87.9 (2,232)	617 (280)	325 (147)
46	211 (799)	94.8 (2,408) x 38.0 (965) x 98.9 (2,512)		
66	300 (1,136)	94.8 (2,408) x 38.0 (965) x 102.4 (2,601)		
155	510 (1930)	211.3(5,368) x 85.4(2,170) x 98.9(2,512)		

*All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

Generac Power Systems, Inc. | S45 W29290 HWY. 59 | Waukesha, WI 53189 | generac.com
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Part No. A0003331400
Rev. D 09/26/2024

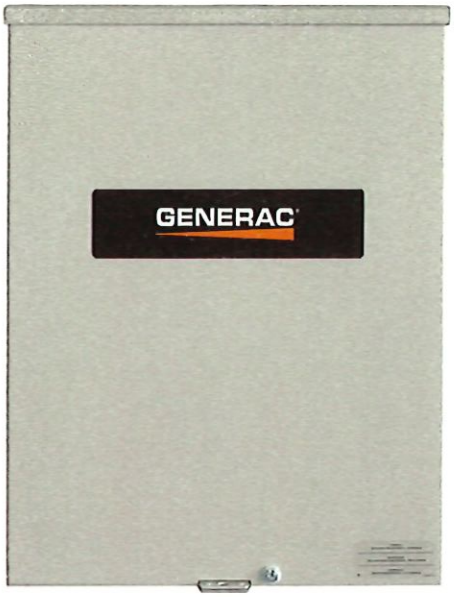
Automatic
Transfer Switches

GENERAC®

Non-Service Rated
Automatic Transfer Switches

100 - 400 Amps, Three Phase

Model: RTSN100G3
RTSN100J3
RTSN100K3
RTSN200G3
RTSN200J3
RTSN200K3
RTSN400G3
RTSN400J3
RTSN400K3



C ETL LISTED US

USA ENGINEERED & BUILT*
*Assembled in the USA using domestic and foreign parts

Description

All non-service rated switches are available in 120/208 3ø, 120/240 3ø, and 277/480 3ø. All switches are open transition.

Standard Features

All non-service rated transfer switches are housed in a steel NEMA Type 3R enclosure, with electrostatically applied and baked powder paint. The Heavy Duty Generac Contactor is an ETL recognized device, designed for years of service. The controller at the generator handles all the timing, sensing, exercising functions, and transfer commands.

GENERAC®

100 - 400 Amps

Three Phase Automatic Transfer Switches

Features

- Electrically operated, mechanically-held contacts for fast, positive connections.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- 160 millisecond transfer time.
- Limited 2 year warranty.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- NEMA 3R (indoor/outdoor rated) steel enclosure is standard.
- Single coil design.

Functions

All timing and sensing functions originate in the generator controller.

Utility Voltage Drop-out	<60%
Timer to Generator Start	10 Second Factory Set, Adjustable Between 2 - 30 Seconds by a Qualified Dealer*
Engine Warmup Delay	5 Seconds
Standby Voltage Sensor	60% for 5 Seconds
Utility Voltage Pickup	>80%
Re-transfer Time Delay	15 Seconds
Engine Cooldown Timer	60 Seconds
Exerciser	Nexus™: 12 Minutes Weekly Evolution™: 5 to 12 Minutes Adjustable, Weekly/Bi-weekly/Monthly
The Transfer Switch can be Operated Manually Without Power Applied	

* When used in conjunction with units utilizing Evolution™ controls

Specifications

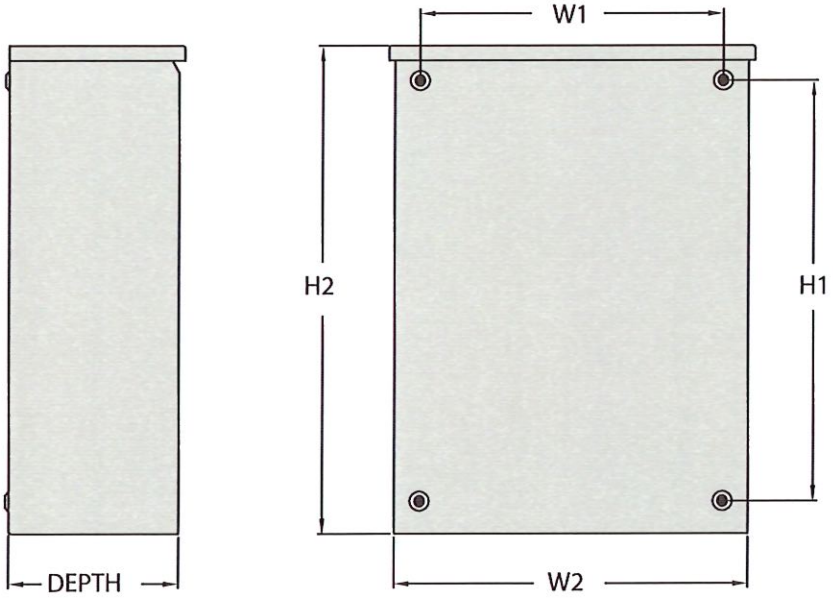
Model	RTSN100G3	RTSN100J3	RTSN100K3	RTSN200G3	RTSN200J3	RTSN200K3	RTSN400G3	RTSN400J3	RTSN400K3
Amps	100			200			400		
Voltage	120/208 3Ø	120/240 3Ø	277/480 3Ø	120/208 3Ø	120/240 3Ø	277/480 3Ø	120/208 3Ø	120/240 3Ø	277/480 3Ø
Load Transition Type (Automatic)	Open Transition								
Enclosure Type	NEMA 3R								
Withstand Rating (Amps)	14,000			25,000			35,000		
Lug Range	2/0 - #6			400 MCM - #4			600 MCM - #4 or 1/0 - 250 MCM		

100 - 400 Amps

Three Phase Automatic Transfer Switches

Dimensions

Model		RTSN100G3	RTSN100J3	RTSN100K3	RTSN200G3	RTSN200J3	RTSN200K3	RTSN400G3	RTSN400J3	RTSN400K3
Height - in (cm)	H1	19.3 (49)	19.3 (49)	31.3 (79.5)	19.3 (49)	19.3 (49)	43 (109.2)	31.3 (79.5)	31.3 (79.5)	43 (109.2)
	H2	24.1 (61.2)	24.1 (61.2)	36.1 (91.)	24.1 (61.2)	24.1 (61.2)	48.1 (122.2)	36.1 (91.7)	36.1 (91.7)	48.1 (122.2)
Width - in (cm)	W1	16.9 (42.9)	16.9 (42.9)	19.2 (48.8)	16.9 (42.9)	16.9 (42.9)	25 (63.5)	19.2 (48.8)	19.2 (48.8)	25 (63.5)
	W2	20.2 (51.3)	20.2 (51.3)	24 (60.9)	20.2 (51.3)	20.2 (51.3)	30.1 (76.5)	24 (60.9)	24 (60.9)	30.1 (76.5)
Depth - in (cm)		7.1 (18)	7.1 (18)	10 (25.4)	7.1 (18)	7.1 (18)	13.1 (33.3)	10 (25.4)	10 (25.4)	13.1 (33.3)
Weight - lbs (kg)		65 (29.5)	57 (25.9)	135 (61.2)	48 (21.8)	65 (29.5)	105 (47.6)	160 (72.6)	133 (60.3)	133 (60.3)



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Generac Power Systems 5 Year (5C) Extended Limited Warranty for Industrial Standby Generators

For the period of warranty noted below, which begins upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Independent Authorized Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Independent Authorized Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Five (5) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage in Year(s) 1-5
Parts, Labor and Limited Travel

Limited Gearbox Coverage:

Year(s): 1-5 Coverage	Year(s): 6-10 Coverage
Limited Parts and Labor	Limited Parts Only

Guidelines:

1. Unit must be registered and proof of purchase available.
2. Any and all warranty repairs and/or concerns must be performed and/or addressed by an Independent Authorized Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Independent Authorized Service Dealers not authorized in writing by Generac will not be covered.
3. This Warranty is transferable between ownership of original install site.
4. Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
5. Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
6. Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.
7. Warranty only applies to permanently wired and mounted units.
8. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
9. Proof of performance of all required maintenance must be available.
10. Travel allowance is limited to 300 miles maximum and seven and one half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Independent Authorized Service Dealer. Any additional travel required will not be covered.
11. Engines, driven components and fuel tanks used in Generac's standby power products system can carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.

The following will NOT be covered by this warranty:

1. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Damage/failures to the generator caused by accidents, shipping, handling, or improper storage.
3. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.
4. Damage to the generator due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/antifreeze.
5. Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent, reptile, and/or insect infestation.
6. Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).
7. Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.
8. Products that are modified or altered in a manner not authorized by Generac in writing.
9. Starting batteries, fuses, light bulbs, engine fluids and any related labor.
10. Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
11. Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Independent Authorized Service Dealer for definitions.
12. Shipping costs associated with expedited shipping.
13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
14. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
15. Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Independent Authorized Service Dealer and to download schematics, exploded views and parts lists
visit our website: www.generac.com

Part No. 0J4301 Revision M (2/16)

Garantía limitada extendida de 5 años (5C) de Generac Power Systems para los generadores de respaldo industriales

Durante el período de garantía indicado abajo, que comienza desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que generador estará libre de defectos de material y/o mano de obra para los ítems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un Concesionario de servicio autorizado independiente de Generac, se determine que es o son defectuosa(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el Concesionario de servicio autorizado independiente de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones.

Cobertura de la garantía: El período de cobertura de la garantía es de cinco (5) años o dos mil (2000) horas, lo que ocurra primero.

Cobertura de la garantía en año(s) 1-5
Sobre piezas, mano de obra y gastos de viaje limitados

Cobertura limitada sobre la caja de engranajes:

Año(s) de cobertura: 1-5 Cobertura	Año(s) de cobertura: 6-10 Cobertura
Limitada sobre piezas y mano de obra	Limitada solo sobre piezas

Directrices:

1. La unidad debe estar registrada y tener prueba de compra disponible.
2. Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un Concesionario de servicio autorizado independiente de Generac, o una sucursal de este. No serán cubiertas las reparaciones o los diagnósticos efectuados por personas diferentes de los Concesionarios de servicio autorizados independientes de Generac no autorizados por escrito por Generac.
3. Esta garantía es transferible entre propietarios del sitio de instalación original.
4. Los calentadores de refrigerante de motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
5. Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
6. Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.
7. La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
8. Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
9. Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
10. Las asignaciones para viaje están limitadas a 300 millas como máximo y siete horas y media (7.5) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el Concesionario de servicio autorizado independiente de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.
11. Los motores, los componentes accionados y los tanques de combustible usados en los productos de respaldo de Generac pueden llevar una garantía de fabricante (OEM) separada (las "Garantías de OEM"), a menos que se estipule expresamente lo contrario. Las garantías de OEM son un agregado a esta garantía. Todos los reclamos de garantía por defectos de material y/o mano de obra en los componentes OEM del producto Generac, pueden ser dirigidos a través de la red de distribuidores/concesionarios OEM. Las garantías de OEM pueden variar y están sujetas a cambios. Generac no tendrá responsabilidad bajo las garantías de OEM.

Lo siguiente NO será cubierto por esta garantía:

1. Costes del mantenimiento normal (es decir: afinaciones, pieza[s] relacionada[s], ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
2. Daños/fallos del generador causados por accidentes, transporte, manejo o almacenamiento incorrecto.
3. Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
4. Los daños al generador debidos al uso de piezas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados.
5. Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
6. Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, malacates, elevadores, etc.).
7. Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.
8. Productos que se modifiquen o alteren en forma no autorizada por Generac por escrito.
9. Baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
10. Los gabinetes de acero que se corroen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.
11. Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un Concesionario de servicio autorizado independiente para las definiciones.
12. Costes de envío asociados con envío urgente.
13. Costes adicionales por horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo normal.
14. Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
15. Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tornado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNAS JURISDICCIONES NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNAS JURISDICCIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. TAMBIÉN TIENE OTROS DERECHOS BAJO LA LEY CORRESPONDIENTE.

SOLO PARA AUSTRALIA: Nuestros productos se entregan con garantías que no pueden ser excluidas según la Australian Consumer Law (Ley australiana de consumidores). Usted tiene derecho a sustitución o reembolso por un fallo mayor y a compensación por cualquier otra pérdida o daño razonable previsible. Usted también tiene derecho a que los bienes sean reparados o sustituidos si los bienes no son de calidad aceptable y la falla no llega a ser un fallo mayor.
SOLO PARA NUEVA ZELANDA: Nada de esta declaración de garantía excluye, restringe o modifica ninguna condición, derecho de garantía o solución que, conforme a la legislación de Nueva Zelanda (Comunidad o Estado), incluso la Fair Trading Practices Act (Ley de transacciones comerciales justas) de 1986 o la Consumer Guarantees Act (Ley de garantías de los consumidores, "CGA") de 1993, se aplique a esta garantía limitada y por lo tanto no puede ser sometida a exclusiones, restricciones o modificaciones. Nada de esta declaración tiene el propósito de tener efecto de contratar fuera de las previsiones de la CGA, excepto con el alcance permitido por la ley y estos términos se deben modificar con el alcance necesario para hacer efectiva esta intención. Si adquiere bienes de Generac Power Systems o alguno de sus revendedores y distribuidores autorizados con propósitos comerciales, entonces, conforme a la sección 43(2) de la CGA, se acuerda que no se aplican las previsiones de la CGA.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU.
Tel.: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Para ubicar el Concesionario de servicio autorizado independiente más cercano y descargar diagramas esquemáticos, despieces y listas de piezas
visite nuestro sitio Web: www.generac.com

Núm. de pieza 0J4301 Revisión M (02/16)

Garantie limitée prolongée de 5 ans (5C) de Generac Power Systems sur les générateurs de secours industriels

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur sera exempt de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après l'évaluation, l'inspection et la mise à l'essai par Generac ou un fournisseur de services d'entretien agréé indépendant. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé indépendant le plus près. Les composantes relatives aux émissions ne sont pas couvertes en vertu de la présente garantie. La couverture des composantes relatives aux émissions est détaillée dans une garantie distincte.

Couverture de la garantie : La période de garantie est de cinq (5) ans ou de deux mille (2000) heures, selon la première éventualité.

Période de garantie de 1 à 5 ans
Pièces, main-d'œuvre et couverture limitée des déplacements

Couverture limitée de la boîte à engrenages :

Période : couverture de 1 à 5 ans	Période : couverture de 6 à 10 ans
Couverture limitée – pièces et main-d'œuvre	Couverture limitée – pièces seulement

Lignes directrices :

1. L'appareil doit être enregistré et la preuve d'achat doit être présentée sur demande.
2. Toute réparation sous garantie doit être effectuée par un fournisseur de services d'entretien agréé indépendant ou l'une de ses succursales, et toute préoccupation doit être également traitée par un fournisseur de services d'entretien agréé indépendant de Generac ou l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés indépendants qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
3. La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
4. Les chaufferettes à liquide de refroidissement du moteur (chauffe-moteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie.
5. Generac peut choisir, à sa seule discrétion, de réparer, de remplacer ou de rembourser une pièce d'équipement.
6. Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, éraflures, bosses ou égratignures au boîtier peint doivent être réparées sans délai par le propriétaire.
7. La garantie s'applique uniquement aux appareils montés et câblés en permanence.
8. Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
9. Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
10. La présente garantie couvre les déplacements aller-retour d'un maximum de 480 km (300 miles) et de sept heures et demie (7,5) (par déplacement, selon le moindre des deux) à partir du fournisseur de services d'entretien agréé indépendant le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.
11. Les moteurs, les pièces d'entraînement et les réservoirs de carburant utilisés dans les systèmes d'alimentation de secours de Generac peuvent être protégés au titre de la garantie d'un fabricant d'équipement distinct (les « garanties des fabricants d'équipement d'origine »), sauf indication expresse à l'effet contraire. Les garanties des fabricants d'équipement d'origine s'ajoutent à la présente garantie. Toute réclamation au titre de la garantie pour vices de matériaux ou de fabrication de pièces d'un fabricant d'équipement d'origine sur un produit Generac peut être faite auprès du distributeur ou du réseau de fournisseurs de ce fabricant d'équipement d'origine. Les garanties des fabricants d'équipement d'origine peuvent varier et faire l'objet de modifications. Generac n'a aucune responsabilité découlant des garanties offertes par les fabricants d'équipement d'origine.

Les éléments suivants ne seront PAS couverts par la présente garantie :

1. Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et démarrage).
2. Les dommages ou défaillances du générateur causés par un accident, le transport, la manutention ou un entreposage inadéquat.
3. Les dommages/défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
4. Les dommages au générateur causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore du manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
5. Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs, de reptiles ou d'insectes.
6. L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et/ou tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.).
7. Les avions, les traversiers, les trains, les autobus, les hélicoptères, les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.
8. Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
9. Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe.
10. Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
11. Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « monté sur remorque » ou « unité de location ». Veuillez communiquer avec un fournisseur de services d'entretien agréé indépendant pour obtenir les définitions.
12. Les coûts d'expédition liés à l'expédition accélérée.
13. Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
14. Tout dommage accessoire, subséquent ou indirect causé par un défaut de matériau et de fabrication ou par tout retard dans la réparation ou le remplacement de pièces défectueuses.
15. Les défaillances causées par un cas de force majeure ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation raisonnablement hors du contrôle du fabricant.

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE. CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDIQUÉ PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENUE RESPONSABLE DE DOMMAGES ACCESSOIRES OU SUBSÉQUENTS, MÊME SI LES DOMMAGES RÉSULTENT DIRECTEMENT DE LA NÉGLIGENCE DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÈRE DES DROITS LÉGAUX PRÉCIS. VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS EN VERTU DES LOIS APPLICABLES.

POUR L'AUSTRALIE UNIQUEMENT : Nos produits sont fournis avec des garanties qui ne peuvent être exclues en vertu de la loi australienne sur la consommation (Australian Consumer Law). Vous avez droit à un remplacement ou à un remboursement pour une défaillance majeure et à une indemnisation pour toute autre perte ou tout dommage raisonnablement prévisible. Vous disposez également d'un droit à la réparation ou au remplacement si les produits ne sont pas d'une qualité acceptable et si cette défaillance n'est pas considérée comme majeure.
POUR LA NOUVELLE-ZÉLANDE UNIQUEMENT : Cette garantie n'exclut, ne restreint ni ne modifie aucune condition, aucun droit de garantie ou recours qui, conformément à la législation de Nouvelle-Zélande (Commonwealth ou État), y compris la loi sur la pratique commerciale loyale de 1986 (Fair Trading Practices Act) ou la loi sur la protection du consommateur de 1993 (CGA ou Consumer Guarantees Act), s'applique à cette garantie limitée et ne peut pas être exclue, restreinte ou modifiée. Cette garantie ne vise en aucun cas à contourner les dispositions de la CGA, sauf dans la mesure permise par cette loi, et ces termes doivent être modifiés dans la mesure nécessaire pour donner effet à cette intention. Si vous faites l'acquisition d'un produit de Generac Power Systems ou d'un de ses distributeurs et revendeurs autorisés à des fins commerciales, alors, conformément à l'article 43(2) de la CGA, il est convenu que les dispositions de la CGA ne s'appliquent pas.

GENERAC POWER SYSTEMS, INC. • C.P. 8 • Waukesha, WI (É.-U.) 53187
Téléphone : (888) GENERAC (436-3722) • Télécopieur : (262) 544-4851

Pour trouver le fournisseur de services d'entretien agréé indépendant le plus près et pour télécharger les schémas, les vues éclatées et les listes de pièces visitez notre site Web : www.generac.com

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Quote # 7232630
Page 1 of 1

Customer

Barrow County Water Authority
59 Lee Street
Winder, GA 30680

Contact: Mark McKinnon
Phone: 770-307-3014, ext. 2106
Email: mmckinnon@barrowga.org

Location

1658 Carl-Bethlehem Rd
Carl, GA

Notes: Turnkey project, Standby Generator Sys. with ATS, GenSet, Pad, Electrical & Start-up
1. Utility coordination included, JEMC Engineering
2. Custom poured Concrete base included
3. Electrical: ATS and Genset connections included

Description of work: Automatic Standby Power System

Genset	•Generac SD0050KG023, 480/277, 3Phase, 132 gallon tank, $ 29,915 •OEM battery, Custom poured concrete equipment pad, $1,895 •Cellular monitor with 1-year 24/7 dealer monitored subscription, $895	$	32,705.00
ATS Equipment	•Generac RTS Series, 480/277 3 PH ATS, NSER, NEMA3R •480/277/3 Phase monitoring kit, included •5-year comprehensive warranty on generator and transfer switch, included	$	12,495.00
Electrical Hardware & Materials	•Rated copper conductors, NEC grounding, conduits, junctions •Hardware: uni-strut, anchors, etc. •Design per AHJ, NEC and NFPA requirements, included	$	6,550.00
Installation Labor & Start-up	Equipment handling, installation of new equipment, NEC updates, etc. Electrical ATS & GENSET connections. Factory warranty-certified system start-up 2 Hour Load Bank Test, telematics setup and equipment commissioning	$	12,500.00
		Total Quote $	64,250.00

Notes: •Facilities/site coordination included.
•Diesel fuel provided by customer

Terms: Equipment purchase & mobilization: $ 29,915
Balance due at system commissioning: $ 34,335

Acceptance of Quote: The undersigned authorizes contractor to order equipment, materials and begin the work referenced in this quote. The undersigned agrees to the terms specified. Any changes which require additional equipment, materials, or labor are subject to charges.

Signed Printed Name Date

Generac Power Systems 5 Year (5C) Extended Limited Warranty for Industrial Standby Generators

For the period of warranty noted below, which begins upon the successful start-up and/or on-line activation of the unit, Generac Power Systems, Inc. "Generac" warrants that its Generator will be free from defects in material and workmanship for the items and period set forth below. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection and testing by Generac or an Independent Authorized Service Dealer, is found to be defective. Any equipment that the purchaser/owner claims to be defective must be evaluated by the nearest Independent Authorized Service Dealer. Emissions components are excluded from coverage under this extended warranty. Emissions warranty coverage is detailed in a separate emissions warranty.

Warranty Coverage: Warranty coverage period is for Five (5) years or two-thousand (2,000) hours, whichever occurs first.

Warranty Coverage in Year(s) 1-5
Parts, Labor and Limited Travel

Limited Gearbox Coverage:

Year(s): 1-5 Coverage	Year(s): 6-10 Coverage
Limited Parts and Labor	Limited Parts Only

Guidelines:

1. Unit must be registered and proof of purchase available.
2. Any and all warranty repairs and/or concerns must be performed and/or addressed by an Independent Authorized Service Dealer, or branch thereof. Repairs or diagnostics performed by individuals other than Independent Authorized Service Dealers not authorized in writing by Generac will not be covered.
3. This Warranty is transferable between ownership of original install site.
4. Generac supplied engine coolant heaters (block-heaters), heater controls and circulating pumps are only covered during the first year of the warranty provision.
5. Generac may choose to repair, replace or refund a piece of equipment in its sole discretion.
6. Enclosures are warranted against rust for the first year of ownership only. Damage caused after receipt of generator is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents or scratches to the painted enclosure should be repaired promptly by the owner.
7. Warranty only applies to permanently wired and mounted units.
8. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
9. Proof of performance of all required maintenance must be available.
10. Travel allowance is limited to 300 miles maximum and seven and one half (7.5) hours maximum (per occurrence, whichever is less) round trip from the nearest Independent Authorized Service Dealer. Any additional travel required will not be covered.
11. Engines, driven components and fuel tanks used in Generac's standby power products system can carry a separate manufacturer's (OEM) warranty (the "OEM Warranties"), unless otherwise expressly stated. OEM Warranties are in addition to this Warranty. All warranty claims for defects in material and/or workmanship on Generac product OEM components, may be directed through the OEM distributor/dealer network. OEM Warranties may vary and are subject to change. Generac shall have no liability under OEM warranties.

The following will NOT be covered by this warranty:

1. Costs of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Damage/failures to the generator caused by accidents, shipping, handling, or improper storage.
3. Damage/failures caused by operation with improper fuels, speeds, loads or installations other than what's recommended or specified by Generac Power Systems.
4. Damage to the generator due to the use of non-Generac parts and/or equipment, contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oil or coolants/antifreeze.
5. Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or rodent, reptile, and/or insect infestation.
6. Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or reinstallation of generator (i.e. cranes, hoists, lifts, et. al.).
7. Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport deemed not standard by Generac.
8. Products that are modified or altered in a manner not authorized by Generac in writing.
9. Starting batteries, fuses, light bulbs, engine fluids and any related labor.
10. Steel enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
11. Units sold, rated or used for "Prime Power", "Trailer Mounted" or "Rental Unit" applications as defined by Generac. Contact an Independent Authorized Service Dealer for definitions.
12. Shipping costs associated with expedited shipping.
13. Additional costs for overtime, holiday or emergency labor costs for repairs outside of normal business hours.
14. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
15. Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

FOR AUSTRALIA ONLY: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
FOR NEW ZEALAND ONLY: Nothing in this warranty statement excludes, restricts or modifies any condition, warranty right or remedy which pursuant to the New Zealand Legislation (Commonwealth or State) including the Fair Trading Practices Act of 1986 or the Consumer Guarantees Act 1993 ("CGA") applies to this limited warranty and may not be so excluded, restricted or modified. Nothing in this statement is intended to have the effect of contracting out of the provisions of the CGA, except to the extent permitted by that Act, and these terms are to be modified to the extent necessary to give effect to that intention. If you acquire goods from Generac Power Systems or any of its authorized resellers and distributors for the purposes of a business, then pursuant to section 43(2) of the CGA, it is agreed that the provisions of the CGA do not apply.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Independent Authorized Service Dealer and to download schematics, exploded views and parts lists
visit our website: www.generac.com

Part No. 0J4301 Revision M (2/16)

Garantía limitada extendida de 5 años (5C) de Generac Power Systems para los generadores de respaldo industriales

Durante el período de garantía indicado abajo, que comienza desde la puesta en marcha y/o activación exitosa en línea de la unidad, Generac Power Systems, Inc. "Generac" garantiza que generador estará libre de defectos de material y/o mano de obra para los ítems y el período indicados a continuación. Generac, a su discreción, reparará o sustituirá cualquier pieza o piezas que, por medio de la evaluación, inspección y prueba efectuada por Generac o un Concesionario de servicio autorizado independiente de Generac, se determine que es o son defectuosa(s). Todo equipo que el comprador o propietario reclame como defectuoso debe ser evaluado por el Concesionario de servicio autorizado independiente de Generac más cercano. Los componentes relacionados con emisiones están excluidos de la cobertura bajo esta garantía extendida. La cobertura de la garantía de emisiones se detalla por separado en una garantía de emisiones.

Cobertura de la garantía: El período de cobertura de la garantía es de cinco (5) años o dos mil (2000) horas, lo que ocurra primero.

Cobertura de la garantía en año(s) 1-5
Sobre piezas, mano de obra y gastos de viaje limitados

Cobertura limitada sobre la caja de engranajes:

Año(s) de cobertura: 1-5 Cobertura	Año(s) de cobertura: 6-10 Cobertura
Limitada sobre piezas y mano de obra	Limitada solo sobre piezas

Directrices:

1. La unidad debe estar registrada y tener prueba de compra disponible.
2. Cualquiera y todas las reparaciones y/o preocupaciones por garantía deben ser efectuadas y/o dirigidas por un Concesionario de servicio autorizado independiente de Generac, o una sucursal de este. No serán cubiertas las reparaciones o los diagnósticos efectuados por personas diferentes de los Concesionarios de servicio autorizados independientes de Generac no autorizados por escrito por Generac.
3. Esta garantía es transferible entre propietarios del sitio de instalación original.
4. Los calentadores de refrigerante de motor (calentadores de bloque), los controles del calentador y las bombas de circulación suministrados por Generac solo están cubiertos durante el primer año de prestación de la garantía.
5. Generac puede elegir reparar, sustituir o reembolsar una pieza del equipo a su exclusiva discreción.
6. Los gabinetes están garantizados contra corrosión solamente durante el primer año de propiedad. El daño causado después de la recepción del generador es responsabilidad del comprador y no está cubierto por esta garantía. Las muescas, raspaduras, abolladuras o rayaduras de gabinete pintado deben ser reparadas sin demora por el propietario.
7. La garantía corresponde solamente a las unidades conectadas y montadas en forma permanente.
8. Los daños a cualquier componente o los daños emergentes causados por el uso de una pieza que no sea OEM no estarán cubiertos por la garantía.
9. Debe haber disponible prueba de la ejecución de todo el mantenimiento requerido.
10. Las asignaciones para viaje están limitadas a 300 millas como máximo y siete horas y media (7.5) horas como máximo (por ocurrencia, lo que sea menor), viaje de ida y vuelta, desde el Concesionario de servicio autorizado independiente de Generac más cercano. Todo gasto de viaje adicional requerido no será cubierto.
11. Los motores, los componentes accionados y los tanques de combustible usados en los productos de respaldo de Generac pueden llevar una garantía de fabricante (OEM) separada (las "Garantías de OEM"), a menos que se estipule expresamente lo contrario. Las garantías de OEM son un agregado a esta garantía. Todos los reclamos de garantía por defectos de material y/o mano de obra en los componentes OEM del producto Generac, pueden ser dirigidos a través de la red de distribuidores/concesionarios OEM. Las garantías de OEM pueden variar y están sujetas a cambios. Generac no tendrá responsabilidad bajo las garantías de OEM.

Lo siguiente NO será cubierto por esta garantía:

1. Costes del mantenimiento normal (es decir: afinaciones, pieza[s] relacionada[s], ajustes, abrazaderas sueltas o con fugas, instalación y puesta en marcha).
2. Daños/fallos del generador causados por accidentes, transporte, manejo o almacenamiento incorrecto.
3. Los daños/fallos causados por la operación con combustibles, velocidades, cargas, o instalaciones incorrectas diferentes de las recomendadas o especificadas por Generac Power Systems.
4. Los daños al generador debidos al uso de piezas y/o equipos que no sean de Generac; combustibles, aceites, refrigerantes/anticongelantes contaminados; o falta de combustibles, aceites, refrigerantes/anticongelantes apropiados.
5. Fallos debidos a: desgaste y daño normal, accidente, uso indebido, abuso, negligencia, instalación incorrecta, dimensionamiento incorrecto, o plagas de roedores y/o insectos.
6. Equipos arrendados usados mientras se llevan a cabo reparaciones de garantía y/o todos los equipos extraordinarios usados para retirar y/o reinstalar el generador, (esto es: grúas, malacates, elevadores, etc.).
7. Aeronaves, transbordadores, ferrocarril, autobuses, helicópteros, motocicletas para nieve, camiones para nieve, vehículos fuera de ruta o cualquier otro modo de transporte no considerado estándar por Generac.
8. Productos que se modifiquen o alteren en forma no autorizada por Generac por escrito.
9. Baterías de arranque, fusibles, bombillas de luz, fluidos para el motor y mano de obra relacionada.
10. Los gabinetes de acero que se corroen debido a instalación incorrecta, ubicación en un entorno agresivo o con agua salada, o se rayen donde esté comprometida la integridad de la pintura aplicada.
11. Las unidades vendidas, calificadas para, o usadas en aplicaciones de "Alimentación eléctrica principal", "Montada en remolque" o "Unidad en alquiler" como las define Generac. Comuníquese con un Concesionario de servicio autorizado independiente para las definiciones.
12. Costes de envío asociados con envío urgente.
13. Costes adicionales por horas extra y feriados o los costes de mano de obra de emergencia por reparaciones fuera del horario de trabajo normal.
14. Todos los daños accesorios, emergentes o indirectos causados por defectos en los materiales o mano de obra o toda demora en la reparación o sustitución de la(s) pieza(s) defectuosa(s).
15. Los fallos causados por cualquier acto de fuerza mayor o causa externa, que incluyen, sin limitaciones, incendio, robo, congelamiento, guerra, rayos, terremoto, tormenta de viento, granizo, agua, tornado, huracán, o cualesquiera otros asuntos que estén fuera del control razonable del fabricante.

ESTA GARANTÍA SUSTITUYE CUALQUIER OTRA GARANTÍA, EXPRESA O IMPLÍCITA. ESPECÍFICAMENTE, GENERAC NO EXTIENDE NINGUNA OTRA GARANTÍA ACERCA DE LA COMERCIALIZACIÓN O APTITUD PARA UN PROPÓSITO EN PARTICULAR. LA DURACIÓN DE TODAS LAS GARANTÍAS IMPLÍCITAS PERMITIDAS POR LA LEY ESTARÁ LIMITADA A LAS CONDICIONES DE LA GARANTÍA EXPRESA ESTIPULADA EN LA PRESENTE. ALGUNAS JURISDICCIONES NO PERMITEN LIMITACIONES DE LA DURACIÓN DE UNA GARANTÍA IMPLÍCITA; POR LO TANTO, LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. LA ÚNICA RESPONSABILIDAD DE GENERAC SERÁ REPARAR O SUSTITUIR LA(S) PIEZA(S) COMO SE ESTIPULÓ PRECEDENTEMENTE. GENERAC NO SERÁ RESPONSABLE EN NINGÚN CASO POR NINGÚN DAÑO ACCESORIO O EMERGENTE, AUN CUANDO TAL DAÑO SEA RESULTADO DIRECTO DE LA NEGLIGENCIA DE GENERAC. ALGUNAS JURISDICCIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS ACCESORIOS O EMERGENTES, DE MANERA QUE LA LIMITACIÓN PRECEDENTE PUEDE NO APLICARSE A USTED. ESTA GARANTÍA LE OTORGA DERECHOS LEGALES ESPECÍFICOS. TAMBIÉN TIENE OTROS DERECHOS BAJO LA LEY CORRESPONDIENTE.

SOLO PARA AUSTRALIA: Nuestros productos se entregan con garantías que no pueden ser excluidas según la Australian Consumer Law (Ley australiana de consumidores). Usted tiene derecho a sustitución o reembolso por un fallo mayor y a compensación por cualquier otra pérdida o daño razonable previsible. Usted también tiene derecho a que los bienes sean reparados o sustituidos si los bienes no son de calidad aceptable y la falla no llega a ser un fallo mayor. SOLO PARA NUEVA ZELANDA: Nada de esta declaración de garantía excluye, restringe o modifica ninguna condición, derecho de garantía o solución que, conforme a la legislación de Nueva Zelanda (Comunidad o Estado), incluso la Fair Trading Practices Act (Ley de transacciones comerciales justas) de 1986 o la Consumer Guarantees Act (Ley de garantías de los consumidores, "CGA") de 1993, se aplique a esta garantía limitada y por lo tanto no puede ser sometida a exclusiones, restricciones o modificaciones. Nada de esta declaración tiene el propósito de tener efecto de contratar fuera de las previsiones de la CGA, excepto con el alcance permitido por la ley y estos términos se deben modificar con el alcance necesario para hacer efectiva esta intención. Si adquiere bienes de Generac Power Systems o alguno de sus revendedores y distribuidores autorizados con propósitos comerciales, entonces, conforme a la sección 43(2) de la CGA, se acuerda que no se aplican las previsiones de la CGA.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI 53187, EE. UU.
Tel.: (888) GENERAC (436-3722) • Fax: (262) 544-4851

Para ubicar el Concesionario de servicio autorizado independiente más cercano y descargar diagramas esquemáticos, despieces y listas de piezas visite nuestro sitio Web: www.generac.com

Núm. de pieza 0J4301 Revisión M (02/16)

Garantie limitée prolongée de 5 ans (5C) de Generac Power Systems sur les générateurs de secours industriels

Pendant la période de garantie mentionnée ci-bas, qui débute dès le démarrage réussi de l'appareil ou l'activation en ligne de l'appareil, Generac Power Systems, Inc. (Generac) garantit que son générateur sera exempt de vices de matériaux et fabrication en ce qui concerne les éléments et la période indiqués ci-dessous. À sa seule discrétion, Generac réparera ou remplacera toute pièce qui est jugée défectueuse après l'évaluation, l'inspection et la mise à l'essai par Generac ou un fournisseur de services d'entretien agréé indépendant. Tout équipement que l'acheteur/propriétaire prétend être défectueux doit être évalué par le fournisseur de services d'entretien agréé indépendant le plus près. Les composantes relatives aux émissions ne sont pas couvertes en vertu de la présente garantie. La couverture des composantes relatives aux émissions est détaillée dans une garantie distincte.

Couverture de la garantie : La période de garantie est de cinq (5) ans ou de deux mille (2000) heures, selon la première éventualité.

Période de garantie de 1 à 5 ans
Pièces, main-d'œuvre et couverture limitée des déplacements

Couverture limitée de la boîte à engrenages :

Période : couverture de 1 à 5 ans	Période : couverture de 6 à 10 ans
Couverture limitée – pièces et main-d'œuvre	Couverture limitée – pièces seulement

Lignes directrices :

1. L'appareil doit être enregistré et la preuve d'achat doit être présentée sur demande.
2. Toute réparation sous garantie doit être effectuée par un fournisseur de services d'entretien agréé indépendant ou l'une de ses succursales, et toute préoccupation doit être également traitée par un fournisseur de services d'entretien agréé indépendant de Generac ou l'une de ses succursales. Toute réparation ou évaluation effectuée par des personnes autres que des fournisseurs de services d'entretien agréés indépendants qui n'a pas été autorisée par écrit par Generac ne sera pas couverte.
3. La présente garantie est transférable conjointement à la propriété du site d'installation d'origine.
4. Les chaufferettes à liquide de refroidissement du moteur (chauffe-moteur), les commandes de chauffage et les pompes de circulation fournies par Generac ne sont couvertes que pendant la première année de la période de garantie.
5. Generac peut choisir, à sa seule discrétion, de réparer, de remplacer ou de rembourser une pièce d'équipement.
6. Les boîtiers sont garantis contre la rouille pendant la première année de possession seulement. Les dommages causés après la réception du générateur sont la responsabilité du propriétaire et ne sont pas couverts par la présente garantie. Les entailles, éraflures, bosses ou égratignures au boîtier peint doivent être réparées sans délai par le propriétaire.
7. La garantie s'applique uniquement aux appareils montés et câblés en permanence.
8. Aucun dommage ou dommage indirect à toute pièce couverte découlant de l'utilisation de pièces non fabriquées par un fabricant d'équipement d'origine ne sera couvert par la garantie.
9. Une preuve d'exécution de tous les travaux d'entretien requis doit être présentée sur demande.
10. La présente garantie couvre les déplacements aller-retour d'un maximum de 480 km (300 miles) et de sept heures et demie (7,5) (par déplacement, selon le moindre des deux) à partir du fournisseur de services d'entretien agréé indépendant le plus près. Tout déplacement supplémentaire requis ne sera pas couvert.
11. Les moteurs, les pièces d'entraînement et les réservoirs de carburant utilisés dans les systèmes d'alimentation de secours de Generac peuvent être protégés au titre de la garantie d'un fabricant d'équipement distinct (les « garanties des fabricants d'équipement d'origine »), sauf indication expresse à l'effet contraire. Les garanties des fabricants d'équipement d'origine s'ajoutent à la présente garantie. Toute réclamation au titre de la garantie pour vices de matériaux ou de fabrication de pièces d'un fabricant d'équipement d'origine sur un produit Generac peut être faite auprès du distributeur ou du réseau de fournisseurs de ce fabricant d'équipement d'origine. Les garanties des fabricants d'équipement d'origine peuvent varier et faire l'objet de modifications. Generac n'a aucune responsabilité découlant des garanties offertes par les fabricants d'équipement d'origine.

Les éléments suivants ne seront PAS couverts par la présente garantie :

1. Les coûts d'entretien normal (c'est-à-dire mises au point, réglages de pièces associées, ajustements, resserrage de fixations, installation et démarrage).
2. Les dommages ou défaillances du générateur causés par un accident, le transport, la manutention ou un entreposage inadéquat.
3. Les dommages/défaillances causés par l'utilisation de carburants inappropriés ou l'utilisation à des vitesses, avec des charges ou selon une installation autres que ce qui est recommandé ou spécifié par Generac Power Systems.
4. Les dommages au générateur causés par l'utilisation de pièces ou d'équipement non fabriqués par Generac, de carburant, d'huile, de liquide de refroidissement et d'antigel contaminé ou encore du manque de carburant, d'huile, de liquide de refroidissement et d'antigel.
5. Les défaillances causées par l'usure normale, un accident, une utilisation inappropriée, une utilisation abusive, une négligence, une installation inadéquate, un dimensionnement inadéquat ou une infestation de rongeurs, de reptiles ou d'insectes.
6. L'équipement de location utilisé pendant que des réparations sous garantie sont effectuées et/ou tout équipement extraordinaire utilisé pour retirer ou réinstaller le générateur (c'est-à-dire grues, appareils de levage, élévateurs, etc.).
7. Les avions, les traversiers, les trains, les autobus, les hélicoptères, les motoneiges, les dameuses, les véhicules hors route ou tout autre moyen de transport jugé non standard par Generac.
8. Les produits modifiés ou altérés d'une manière qui n'a pas été autorisée par écrit par Generac.
9. Les batteries de démarrage, les fusibles, les ampoules électriques, les fluides de moteur et toute main-d'œuvre connexe.
10. Les boîtiers en acier qui rouillent en raison d'une installation inadéquate, d'une installation dans un environnement difficile ou salin ou d'égratignures qui compromettent l'intégrité de la peinture appliquée sur le boîtier.
11. Les appareils vendus, cotés ou utilisés selon les applications suivantes, telles qu'elles sont définies par Generac : « puissance électrique de base », « monté sur remorque » ou « unité de location ». Veuillez communiquer avec un fournisseur de services d'entretien agréé indépendant pour obtenir les définitions.
12. Les coûts d'expédition liés à l'expédition accélérée.
13. Les coûts supplémentaires liés aux heures supplémentaires, aux jours fériés ou aux services d'urgence pour toute réparation effectuée en dehors des heures normales de bureau.
14. Tout dommage accessoire, subséquent ou indirect causé par un défaut de matériau et de fabrication ou par tout retard dans la réparation ou le remplacement de pièces défectueuses.
15. Les défaillances causées par un cas de force majeure ou une cause externe y compris, sans toutefois s'y limiter, le feu, le vol, le gel, la guerre, la foudre, un tremblement de terre, une tempête, la grêle, la pluie, une tornade, un ouragan ou toute autre situation raisonnablement hors du contrôle du fabricant.

LA PRÉSENTE GARANTIE REMPLACE TOUTES LES AUTRES GARANTIES, EXPLICITES OU IMPLICITES. EN PARTICULIER, GENERAC N'OFFRE AUCUNE AUTRE GARANTIE QUANT À LA QUALITÉ MARCHANDE OU À LA CONVENANCE À UN USAGE PARTICULIER. TOUTE GARANTIE IMPLICITE AUTORISÉE PAR LA LOI SERA LIMITÉE À LA DURÉE DE LA PÉRIODE DE LA PRÉSENTE GARANTIE EXPLICITE. CERTAINS ÉTATS OU PROVINCES NE PERMETTENT PAS LES LIMITATIONS SUR LA DURÉE D'UNE GARANTIE IMPLICITE ET, PAR CONSÉQUENT, LA PRÉSENTE LIMITATION PEUT NE PAS S'APPLIQUER. LA RESPONSABILITÉ DE GENERAC SE LIMITERA À LA RÉPARATION OU AU REMPLACEMENT DES PIÈCES, COMME INDIQUÉ PRÉCÉDEMMENT. EN AUCUN CAS GENERAC NE POURRA ÊTRE TENUE RESPONSABLE DE DOMMAGES ACCESSOIRES OU SUBSÉQUENTS, MÊME SI LES DOMMAGES RÉSULTENT DIRECTEMENT DE LA NÉGLIGENCE DE GENERAC. CERTAINS ÉTATS OU PROVINCES N'AUTORISENT PAS L'EXCLUSION NI LA LIMITATION DES DOMMAGES ACCESSOIRES OU INDIRECTS ET, PAR CONSÉQUENT, LA LIMITATION ÉNONCÉE CI-DESSUS PEUT NE PAS S'APPLIQUER. CETTE GARANTIE VOUS CONFÈRE DES DROITS LÉGAUX PRÉCIS. VOUS POUVEZ ÉGALEMENT JOUIR D'AUTRES DROITS EN VERTU DES LOIS APPLICABLES.

POUR L'AUSTRALIE UNIQUEMENT : Nos produits sont fournis avec des garanties qui ne peuvent être exclues en vertu de la loi australienne sur la consommation (Australian Consumer Law). Vous avez droit à un remplacement ou à un remboursement pour une défaillance majeure et à une indemnisation pour toute autre perte ou tout dommage raisonnablement prévisible. Vous disposez également d'un droit à la réparation ou au remplacement si les produits ne sont pas d'une qualité acceptable et si cette défaillance n'est pas considérée comme majeure.
POUR LA NOUVELLE-ZÉLANDE UNIQUEMENT : Cette garantie n'exclut, ne restreint ni ne modifie aucune condition, aucun droit de garantie ou recours qui, conformément à la législation de Nouvelle-Zélande (Commonwealth ou État), y compris la loi sur la pratique commerciale loyale de 1986 (Fair Trading Practices Act) ou la loi sur la protection du consommateur de 1993 (CGA ou Consumer Guarantees Act), s'applique à cette garantie limitée et ne peut pas être exclue, restreinte ou modifiée. Cette garantie ne vise en aucun cas à contourner les dispositions de la CGA, sauf dans la mesure permise par cette loi, et ces termes doivent être modifiés dans la mesure nécessaire pour donner effet à cette intention. Si vous faites l'acquisition d'un produit de Generac Power Systems ou d'un de ses distributeurs et revendeurs autorisés à des fins commerciales, alors, conformément à l'article 43(2) de la CGA, il est convenu que les dispositions de la CGA ne s'appliquent pas.

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Pour trouver le fournisseur de services d'entretien agréé indépendant le plus près et pour télécharger les schémas, les vues éclatées et les listes de pièces visitez notre site Web : www.generac.com

SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

Standby Power Rating
50 kW, 63 kVA, 60 Hz

Prime Power Rating*
45 kW, 56 kVA, 60 Hz

USA ENGINEERED & BUILT*
*Assembled in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the US or its Territories



Image used for illustration purposes only.

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.

- UL2200, UL6200, UL1236, UL489, UL142
- CSA C22.2, ULC S601
- BS5514 and DIN 6271
- SAE J1349
- NFPA 37, 70, 99, 110
- NEC700, 701, 702, 708
- NEMA ICS10, MG1, 250, ICS6, AB1
- ANSI C62.41
- IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 60 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

STANDARD FEATURES

ENGINE SYSTEM
- Oil Drain Extension
- Air Cleaner
- Level 1 Fan and Belt Guards (Open Set Only)
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Exhaust Silencer (Enclosed Units Only)
- Heavy Duty Air Cleaner

FUEL SYSTEM
- Fuel Lockoff Solenoid
- Primary Fuel Filter

COOLING SYSTEM
- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze
- 120 VAC Coolant Heater

ELECTRICAL SYSTEM
- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM
- UL2200 GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Brushless Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Amortisseur Winding
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET
- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)
- Silencer of Heat Shield

ENCLOSURE (If Selected)
- Rust-Proof Fasteners with Nylon Washers to
- Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS(If Selected)
- UL 142/ULC S601
- Double Wall Construction
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested (2 psi)
- Rupture Basin Alarm
- Electronic and Visual Fuel Level Indication
- Check Valve In Supply and Return Lines
- RhinoCoat™- Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



012300

Power Zone® 410 Controller

Features
- Programmable Auto Crank
- Selectable Low Speed Exercise
- RS-232 x2
- RS-485 x2
- All-Phase Sensing Digital Voltage Regulator
- On/Off/Manual Switch
- Not in Auto (Flashing Light)
- Emergency Stop
- Modbus® RTU
- CANbus
- Full Range Standby Operation
- Power Factor
- Ruptured Tank Detection
- Auxiliary Shutdown Switch
- Remote Communications
- NFPA110 Module Included (Key Switch, Alarm, E-Stop)
- I^2T Function for Full Generator Protection (Contact Factory)

Fuel System Status Display
- Multilingual 128x64 Graphical Display with Heater
- Easy Status View LED Screen
- 3-Phase AC Volts
- 3-Phase Amps
- kW
- Line Power/Gen Power
- Time
- Date
- Run Hours
- Service Reminders
- Fault History (Alarm Log)
- Oil Pressure
- Oil Temperature Indication and Alarm
- Output for Fuel Level High/Low Warning
- Water Temperature
- Water Level
- Fuel Pressure/Level
- Engine Speed
- Battery Voltage
- Alternator Frequency

Alarms and Warnings
- Common Alarm Output
- Audible Alarm and Silence

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INDUSTRIAL DIESEL GENERATOR SET

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GENERAC | INDUSTRIAL POWER

CONFIGURABLE OPTIONS

ENGINE SYSTEM
- Oil Make-Up System
- Oil Heater
- Industrial Exhaust Silencer (Open Set)
- Two-Stage Air Cleaner

FUEL SYSTEM
- Flexible Fuel Lines
- Primary Fuel Filter

ELECTRICAL SYSTEM
- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM
- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

GENERATOR SET
- Extended Factory Testing (3-Phase Only)
- 8 Position Load Center

CIRCUIT BREAKER OPTIONS
- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

ENCLOSURE
- Level 0 Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Door Open Alarm Switch
- Enclosure Heater (with Motorized Dampers Only)

WARRANTY (Standby Gensets Only)
- 2 Year Extended Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

CONTROL SYSTEM
- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Sender with Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type,
- Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Modem
- 10A Engine Run Relay
- Ground Fault Annunciator

FUEL TANKS (Side On Last Page)
- Electric Fuel Level
- Mechanical Fuel Level
- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- 19 in (482.6 mm) Fill Extension

ENGINEERED OPTIONS

ENGINE SYSTEM
- Coolant Heater Ball Valves
- Fluid Containment Pan
- Block Heaters

CONTROL SYSTEM
- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM
- 3rd Breaker System

GENERATOR SET
- Special Testing
- IBC Seismic Certification

FUEL TANKS
- Overfill Protection Valve
- UL2085 Tank
- Stainless Steel Tanks
- Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- Vent Extensions

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APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Mitsubishi
Cylinder	4
Type	In-Line
Displacement - in^3 (L)	203.3 (3.331)
Bore - in (mm)	3.7 (94)
Stroke - in (mm)	4.72 (120)
Compression Ratio	19:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head	Cast Iron
Ignition	CI
Piston Type	Aluminum

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear Driven
Oil Filter Type	Full Flow Cartridge
Crankcase Capacity - qt (L)	11.2 (10.6)

Cooling System

Cooling System Type	Closed Recovery
Fan Type	Pusher
Fan Speed - RPM	2,340
Fan Diameter - in (mm)	20 (508)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel #2
Fuel Filtering (Microns)	10 Primary and 2 Secondary
Fuel Pump Type	In-Line
Injector Type	Mechanical
Fuel Supply Line - in (mm)	0.31 (7.94) NPT
Fuel Return Line - in (mm)	0.31 (7.94) NPT

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	50 A
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0050124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3 Phase Only)
Telephone Interference Factor (TIF)	<50
Standard Excitation	Synchronous Brushless
Bearings	Sealed Ball
Coupling	Direct via Flexible Disc
Load Capacity — Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.5%

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INDUSTRIAL DIESEL GENERATOR SET

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GENERAC | INDUSTRIAL POWER

OPERATING DATA

POWER RATINGS

	Standby	
Single-Phase 120/240 VAC @1.0pf	50 kW/50 kVA	Amps: 208
Three-Phase 120/208 VAC @0.8pf	50 kW/63 kVA	Amps: 174
Three-Phase 120/240 VAC @0.8pf	50 kW/63 kVA	Amps: 151
Three-Phase 277/480 VAC @0.8pf	50 kW/63 kVA	Amps: 75
Three-Phase 346/600 VAC @0.8pf	50 kW/63 kVA	Amps: 60

MOTOR STARTING CAPABILITIES (SKVA)

		skVA vs. Voltage Dip			
120/240 VAC 1Ø	30%	277/480 VAC 3Ø	30%	208/240 VAC 3Ø	30%
A0050044N21	31	K0050124Y21	98	K0050124Y21	75
A0060044N21	40	K0060124Y21	124	K0060124Y21	95

FUEL CONSUMPTION RATES*

Fuel Pump Lift- ft (m)
4.5(1.4)

Total Fuel Pump Flow (Combustion + Return) - gph (Lph)
3.57 (13.51)

	Diesel - gph (Lph)
Percent Load	Standby
25%	1.2 (4.5)
50%	2.3 (8.7)
75%	3.4 (12.9)
100%	4.5 (17.0)

*Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Air Flow (Fan Air Flow Across Radiator) - Open Set	cfm (m^3/hr)	2,500 (70.8)
Coolant Flow	gpm (Lpm)	34.0 (128.7)
Coolant System Capacity	gal (L)	3.0 (11.4)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate	See Bulletin No. 0199270SSD	
Maximum Additional Radiator Backpressure	in H2O (kPa)	0.5 (0.1)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power cfm — (m^3/min)	90 (2.5)

ENGINE

		Standby
Rated Engine Speed	rpm	1,800
Horsepower at Rated kW**	hp	85
Piston Speed	ft/min (m/min)	1,416 (431.6)
BMEP	psi (kPa)	118 (814)

** See "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		Standby
Exhaust Flow (Rated Output)	scfm (m^3/min)	230 (6.5)
Maximum Allowable Back Pressure (Post Silencer)	in H2O (kPa)	1.5 (5.1)
Exhaust Temperature (Rated Output)	°F (°C)	900 (482)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.
Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.
Standby - See Bulletin 0187500SSB

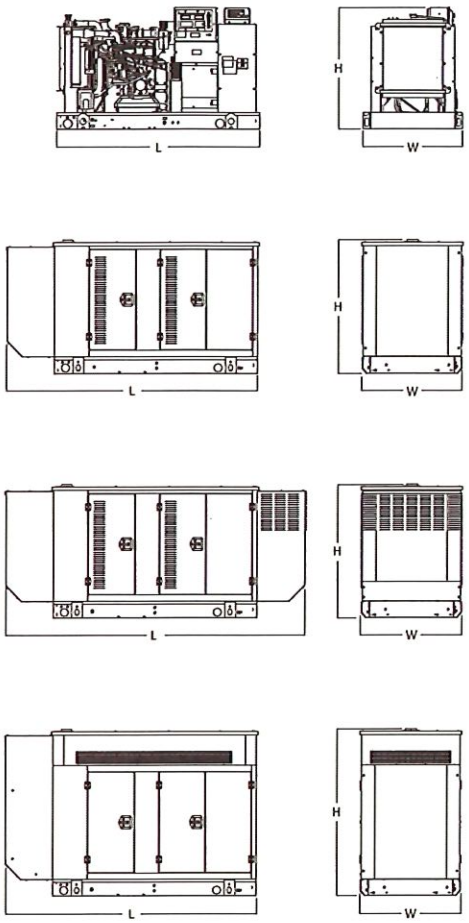
SD50 | 3.3L | 50 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL POWER

DIMENSIONS AND WEIGHTS*



OPEN SET

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)
No Tank	—	76.0 (1,930) x 37.4 (950) x 45.2 (1,148)	1,765 - 1,838 (801 - 834)
12	54 (204)	76.0 (1,930) x 37.4 (950) x 58.2 (1,478)	2,254 - 2,327 (1,019 - 1,052)
29	132 (500)	76.0 (1,930) x 37.4 (950) x 70.2 (1,783)	2,475 - 2,548 (1,123 - 1,156)
42	190 (719)	106.0 (2,692) x 37.4 (950) x 71.2 (1,808)	2,689 - 2,762 (1,221 - 1,254)
46	211 (799)	76.0 (1,930) x 37.4 (950) x 82.2 (2,088)	2,684 - 2,757 (1,218 - 1,251)
66	300 (1,136)	92.9 (2,360) x 37.4 (950) x 85.7 (2,177)	2,747 - 2,820 (1,246 - 1,279)
155	510 (1930)	192.5 (4,890) x 84.8(2 ,155) x 82.2(2,088)	3,045 - 3,173 (1,381 - 1,439)

WEATHER PROTECTED ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	—	94.8 (2,408) x 38.0 (965) x 49.5 (1,257)		
12	54 (204)	94.8 (2,408) x 38.0 (965) x 62.5 (1,588)		
29	132 (500)	94.8 (2,408) x 38.0 (965) x 74.5 (1,892)		
42	190 (719)	106.0 (2,692) x 38.0 (965) x 75.5 (1,917)	448 (203)	225 (102)
46	211 (799)	94.8 (2,408) x 38.0 (965) x 86.5 (2,197)		
66	300 (1,136)	94.8 (2,408) x 38.0 (965) x 90.0 (2,286)		
155	510 (1930)	211.3(5,368) x 85.4(2,170) x 86.5(2,197)		

LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	—	112.5 (2,858) x 38.0 (965) x 49.5 (1,257)		
12	54 (204)	112.5 (2,858) x 38.0 (965) x 62.5 (1,588)		
29	132 (500)	112.5 (2,858) x 38.0 (965) x 74.5 (1,892)		
42	190 (719)	112.5 (2,858) x 38.0 (965) x 75.5 (1,917)	527 (239)	259 (117)
46	211 (799)	112.5 (2,858) x 38.0 (965) x 86.5 (2,197)		
66	300 (1,136)	112.5 (2,858) x 38.0 (965) x 90.0 (2,286)		
155	510 (1930)	229 (5,818) x 85.4 (2,170) x 86.5 (2,197)		

LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time Hours**	Usable Capacity Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	—	94.8 (2,408) x 38.0 (965) x 61.9 (1,572)		
12	54 (204)	94.8 (2,408) x 38.0 (965) x 74.9 (1,903)		
29	132 (500)	94.8 (2,408) x 38.0 (965) x 86.9 (2,207)		
42	190 (719)	106.0 (2,692) x 38.0 (965) x 87.9 (2,232)	617 (280)	325 (147)
46	211 (799)	94.8 (2,408) x 38.0 (965) x 98.9 (2,512)		
66	300 (1,136)	94.8 (2,408) x 38.0 (965) x 102.4 (2,601)		
155	510 (1930)	211.3(5,368) x 85.4(2,170) x 98.9(2,512)		

*All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

Generac Power Systems, Inc. | S45 W29290 HWY. 59 | Waukesha, WI 53189 | generac.com
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Part No. A0003331400
Rev. D 09/26/2024

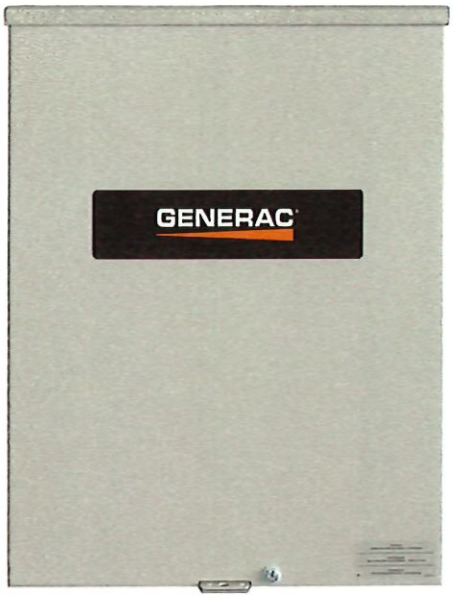
GENERAC®

Non-Service Rated Automatic Transfer Switches

Automatic Transfer Switches

100 - 400 Amps, Three Phase

Model: RTSN100G3
RTSN100J3
RTSN100K3
RTSN200G3
RTSN200J3
RTSN200K3
RTSN400G3
RTSN400J3
RTSN400K3



C ETL LISTED US

USA ENGINEERED & BUILT*
*Assembled in the USA using domestic and foreign parts

Description

All non-service rated switches are available in 120/208 3ø, 120/240 3ø, and 277/480 3ø. All switches are open transition.

Standard Features

All non-service rated transfer switches are housed in a steel NEMA Type 3R enclosure, with electrostatically applied and baked powder paint. The Heavy Duty Generac Contactor is an ETL recognized device, designed for years of service. The controller at the generator handles all the timing, sensing, exercising functions, and transfer commands.

GENERAC

100 - 400 Amps

Three Phase Automatic Transfer Switches

Features

- Electrically operated, mechanically-held contacts for fast, positive connections.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- 160 millisecond transfer time.
- Limited 2 year warranty.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- NEMA 3R (indoor/outdoor rated) steel enclosure is standard.
- Single coil design.

Functions

All timing and sensing functions originate in the generator controller.

Utility Voltage Drop-out	<60%
Timer to Generator Start	10 Second Factory Set, Adjustable Between 2 - 30 Seconds by a Qualified Dealer*
Engine Warmup Delay	5 Seconds
Standby Voltage Sensor	60% for 5 Seconds
Utility Voltage Pickup	>80%
Re-transfer Time Delay	15 Seconds
Engine Cooldown Timer	60 Seconds
Exerciser	Nexus™: 12 Minutes Weekly Evolution™: 5 to 12 Minutes Adjustable, Weekly/Bi-weekly/Monthly
The Transfer Switch can be Operated Manually Without Power Applied	

* When used in conjunction with units utilizing Evolution™ controls

Specifications

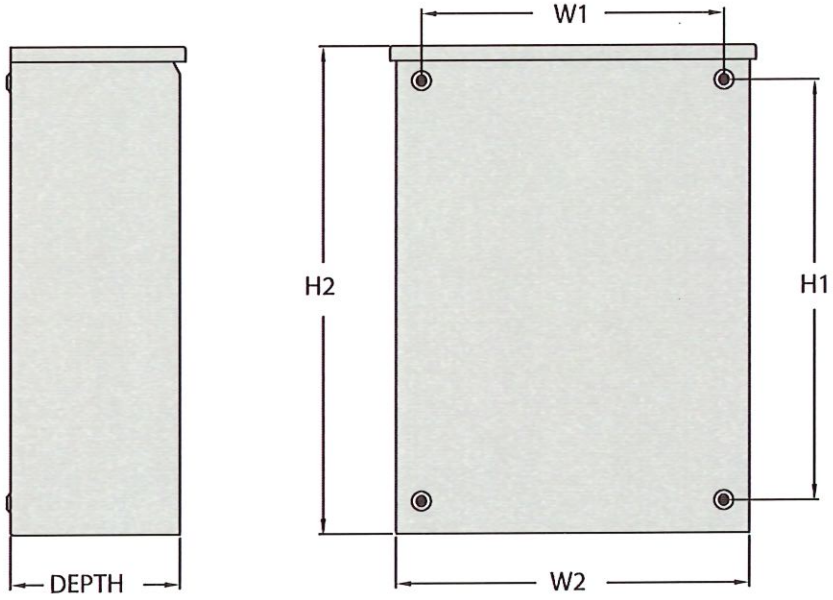
Model	RTSN100G3	RTSN100J3	RTSN100K3	RTSN200G3	RTSN200J3	RTSN200K3	RTSN400G3	RTSN400J3	RTSN400K3
Amps	100			200			400		
Voltage	120/208 3Ø	120/240 3Ø	277/480 3Ø	120/208 3Ø	120/240 3Ø	277/480 3Ø	120/208 3Ø	120/240 3Ø	277/480 3Ø
Load Transition Type (Automatic)	Open Transition								
Enclosure Type	NEMA 3R								
Withstand Rating (Amps)	14,000			25,000			35,000		
Lug Range	2/0 - #6			400 MCM - #4			600 MCM - #4 or 1/0 - 250 MCM		

100 - 400 Amps

Three Phase Automatic Transfer Switches

Dimensions

Model		RTSN100G3	RTSN100J3	RTSN100K3	RTSN200G3	RTSN200J3	RTSN200K3	RTSN400G3	RTSN400J3	RTSN400K3
Height - in (cm)	H1	19.3 (49)	19.3 (49)	31.3 (79.5)	19.3 (49)	19.3 (49)	43 (109.2)	31.3 (79.5)	31.3 (79.5)	43 (109.2)
	H2	24.1 (61.2)	24.1 (61.2)	36.1 (91.)	24.1 (61.2)	24.1 (61.2)	48.1 (122.2)	36.1 (91.7)	36.1 (91.7)	48.1 (122.2)
Width - in (cm)	W1	16.9 (42.9)	16.9 (42.9)	19.2 (48.8)	16.9 (42.9)	16.9 (42.9)	25 (63.5)	19.2 (48.8)	19.2 (48.8)	25 (63.5)
	W2	20.2 (51.3)	20.2 (51.3)	24 (60.9)	20.2 (51.3)	20.2 (51.3)	30.1 (76.5)	24 (60.9)	24 (60.9)	30.1 (76.5)
Depth - in (cm)		7.1 (18)	7.1 (18)	10 (25.4)	7.1 (18)	7.1 (18)	13.1 (33.3)	10 (25.4)	10 (25.4)	13.1 (33.3)
Weight - lbs (kg)		65 (29.5)	57 (25.9)	135 (61.2)	48 (21.8)	65 (29.5)	105 (47.6)	160 (72.6)	133 (60.3)	133 (60.3)



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"EXHIBIT B"

CONTRACTOR INSURANCE CERTIFICATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winder Insurance Center 73 Church Street Winder, GA 30680	CONTACT NAME: Russell E Shepley PHONE (A/C, No, Ext): (770) 867-7441 FAX (A/C, No): (770) 867-1234 E-MAIL ADDRESS: LYNDSEY@winderinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Auto Owners Insurance	18988
INSURED AMSCO INC PO Box 613 Winder, GA 30680	INSURER B: Owners Insurance Co	32700
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:			80079128	10/22/2025	10/22/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5307996901	12/29/2025	06/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION $ 10000			5307996900	10/22/2025	10/22/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Email: nswenson@barrowga.org

Barrow County Board of Commissioners
30 N. Broad Street
Winder, GA 30680

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Wyndsey Whidden

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
FIRST BALDWIN INSURANCE LLC 21254076 8154 HWY 59 STE 201 FOLEY AL 36535	PHONE (A/C, No, Ext): (251) 943-6677	FAX (A/C, No): (251) 943-5436
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Hartford Fire and Its P&C Affiliates	00914
INSURED AMSCO, INC PO BOX 613 WINDER GA 30680	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21 WEC BZ7RHJ	01/13/2026	01/13/2027	X PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Reference: 1042627, 104262.

CERTIFICATE HOLDER

Barrow County Board of Commissioners
30 N BROAD ST
WINDER GA 30680

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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"EXHIBIT C"

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF Georgia
COUNTY OF Barrow

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2971853
Federal Work Authorization User Identification Number

2-19-26
Date of Authorization

AMSCO, Inc.
Name of Contractor

Fire Station#5 & #7Generator Project
Name of Project

Barrow County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on August 6, 2026 in Winder (city), Georgia (state).

Signature of Authorized Officer or Agent

Scott miller CEO/Owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 4th DAY OF August, 2026

Notary Public

[NOTARY SEAL]

KELLY YARBROUGH NOTARY PUBLIC BARROW COUNTY EXPIRES GEORGIA 08/19/2028

My Commission Expires: 8/19/28

N/A

"EXHIBIT D"

SUBCONTRACTOR AFFIDAVIT

STATE OF _____
COUNTY OF _____

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

Barrow County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ ___, 20__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,20__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: _____

AGENDA ITEM NO. IX.g

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Trey Wood, Finance
ITEM TYPE:	Resolution
AGENDA SECTION:	New Business
SUBJECT:	Consideration to approve the Designated Official to request and receive sales and use tax information from the Georgia Department of Revenue.

Purpose:
To allow the Chief Financial Officer to review sales tax information of those companies who pay sales tax within Barrow County for the period beginning August 1, 2026 - July 31, 2027.

Background/Summary:
In 2018 SB 371 was signed into law and allows counties, municipalities, consolidated governments in Georgia to request a report of vendors who filed a sales tax return with amounts attributable to the political subdivision for a designated period. SB 371 only allows approval to view information for a 12 month period for each resolution, therefore a new resolution must be approved each year. Also, the sales tax is confidential and we would not be able to contact the vendor directly.

Options:
- Approval of the resolution
- Denial of the resolution

Finance Officer Comments (if applicable):
No financial impact.

ATTACHMENTS:
SB 371 Resolution
Revised SB371 Policy Bulletin

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF BARROW COUNTY, GEORGIA, REQUESTING SALES TAX INFORMATION FROM THE GEORGIA DEPARTMENT OF REVENUE PURSUANT TO O.C.G.A. § 48-2-15 (d.1) AND NAMING A DESIGNATED OFFICER FOR ALL RELATED PURPOSES

WHEREAS, Georgia Code O.C.G.A. § 48-2-15, as amended by SB 371 in 2018, authorizes the Commissioner of the Georgia Department of Revenue (hereinafter the "DOR Commissioner") to provide certain confidential sales tax information to the "designated finance officer or taxing official" of local governments; and

WHEREAS, more specifically, O.C.G.A. § 48-2-15 (d.1) authorizes the DOR Commissioner to provide to a local government's designated officer, upon request, certain information relating to vendors that have submitted sales tax reports within the period of time set forth in that request; and

WHEREAS, O.C.G.A. § 48-2-15 (d.1) further allows the local government's designated officer to request that the DOR Commissioner validate, from time to time, the political subdivision to which sales taxes are being remitted by taxpayers with a business location within that local government's boundaries; and

WHEREAS, the Barrow County Board of Commissioners desires to obtain the sales tax information described in the above Georgia Code Section and to designate an officer for the receipt of said reports.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

1. The Barrow County Board of Commissioners hereby designates the following finance or tax official as Barrow County, Georgia's Designated Officer for all purposes described in O.C.G.A. § 48-2-15 (d.1):

   Trey D. Wood
   Chief Financial Officer
   30 N. Broad Street
   Winder, GA 30680
   770-307-3005
   twood@barrowga.org

2. The Barrow County Board of Commissioners hereby requests that the DOR Commissioner (or his/her designee) furnish to the above-named Designated Officer all vendor sales tax information described in O.C.G.A. § 48-2-15 (d.1)(1) for Barrow County, Georgia for the time period commencing on August 1, 2026, and ending on July 31, 2027.

3. In accordance with O.C.G.A. § 48-2-15 (d.1)(2)(B) and following receipt of the information described in Paragraph 2, above, the Designated Officer is hereby authorized to request validation by the DOR Commissioner of the political subdivision to which one or more vendors/taxpayers with a business location in Barrow County,

Georgia have remitted sales taxes for the designated period, with such validation request to contain the business name and location address of each such vendor/taxpayer and such other information as may assist the DOR Commissioner in responding to such validation request;

4. The Designated Officer shall use such information only in the discharge of his/her duties and shall maintain the confidentiality of such information as required by O.C.G.A. § 48-2-15 (d.1); and

5. The Barrow County Board of Commissioners shall comply with all confidentiality requirements of O.C.G.A. § 48-2-15 (d.1), including, but not limited to, the requirements that (1) such information may only be discussed by members of the Board of Commissioners in executive session; and (2) members of the Board of Commissioners shall recuse themselves from such executive session discussions in the event of a conflict of interest as described in the above Georgia Code Section.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the Barrow County Board of Commissioners, and the official named above shall remain Barrow County's Designated Officer for all purposes under O.C.G.A. § 48-2-15 (d.1) until further action of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Barrow County Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Department of Revenue via email (public.disclosure@dor.ga.gov) or to otherwise transmit a copy of this Resolution as may be directed by the Georgia Department of Revenue.

THIS RESOLUTION is hereby adopted this _____ day of _____ 2026, the public health, safety, and general welfare demanding it.

BARROW COUNTY BOARD OF COMMISSIONERS

_____

Pat Graham, Chairman

Attest:

[COUNTY SEAL]

_____

Abril Olivas, Clerk

Georgia Department of Revenue
Policy Bulletin ADMIN-2019-02
Sales and Use Tax Information Available to Political Subdivision Designees

Purpose: The purpose of this Policy Bulletin is to clarify the process for political subdivisions to request and receive sales and use tax information in accordance with 2018 Senate Bill 371 ("SB 371"), which was signed into law on May 7, 2018 and became effective on July 1, 2018. Additionally, this Policy Bulletin addresses the confidentiality obligations which political subdivisions must comply with after receipt of any such information.

Issue Date: January 14, 2019.

Authority: O.C.G.A. §§ 48-2-1 and 48-2-15.

Scope: A Policy Bulletin is intended to provide guidance to the public and to Department personnel. It is a written statement issued to apply principles of law to a specific set of facts or a general category of taxpayers. A Policy Bulletin is the Department's position and is binding on agency personnel until superseded or modified by a change in statute, regulation, court decision, or subsequent Policy Bulletin.

Discussion:

1. SB 371 Summary

SB 371 allows counties, municipalities, and consolidated governments (collectively, "political subdivisions") in Georgia to: (1) request a report of vendors who filed a sales tax return with amounts attributable to the political subdivision for a designated period (the "Report"); and (2) after receiving the Report, the political subdivision may request that the Department validate that a taxpayer within the political subdivision is remitting sales tax to the appropriate political subdivision.

2. Sales and Use Tax Filer Report

Before the Department can provide the Report, the political subdivision must request the Report by sending an official resolution to SB371_Reports@dor.ga.gov. The resolution must contain the contact information (name, address, phone number, and e-mail address) of a designated official, who must be a finance officer or taxing official of the political subdivision (the "Designee"). The resolution must also state a "designated period" of tax information the Designee wishes to receive, such designated period not to exceed one year. Please note that the Department is only able to include information of vendors for tax periods occurring after July 1, 2018, the effective date of SB 371. The Designee will be the only individual authorized to receive the Report from the Department.

Reports provided by the Department will include the sales tax certificate information for vendors who have reported sales tax attributable to the requesting political subdivision in the designated period. Please note that, due to statutory sales and use tax reporting requirements, the Department only has county-level information to provide to municipalities and consolidated governments.

Each political subdivision may make one Report request per year. The Department will charge a fee of $50.00 to the requesting political subdivisions for providing each Report.

3. Validation of the Report

The initial Report provided to a Designee will list all vendors remitting any sales tax to the requesting political subdivision. After receiving the initial Report, the Designee of each political subdivision may request that the Department validate up to 10 vendors which are located within their political subdivision, whether or not such vendors appeared on the Report.

All validation requests must come from the Designee and contain the business name and location address of each vendor being validated. Additionally, if available, the validation request should include the taxpayer identification number, the reason the validation is being requested, and any other additional information the Designee wishes to include. Validation requests must be emailed to SB371_Reports@dor.ga.gov.

Within 30 days of receipt of each validation request, the Department will provide the Designee with a response validating whether each vendor is reporting sales tax attributable to the proper county. For any vendors which the Department was unable to validate, the Department will take other appropriate action as provided by law. The Department will charge a fee of $50.00 to the requesting political subdivision for providing the validation.

4. Confidentiality of Reports and Validation

Any information furnished pursuant to O.C.G.A. § 48-2-15(d.1) is strictly privileged and confidential. The political subdivision Designee may **NOT** contact any of the taxpayers identified in the confidential information.

It is unlawful for any person to divulge confidential tax information in violation of O.C.G.A. § 48-2-15(d.1). Any person who violates this law is subject to the same penalties that would apply to an employee of the Department of Revenue for the improper divulgence of confidential tax information.

FOR MORE INFORMATION

For more information on this subject, please email SB371_Reports@dor.ga.gov or visit the Department's website at dor.georgia.gov.

AGENDA ITEM NO. IX.h

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Zach Churchill, Parks & Recreation
ITEM TYPE:	Agreement
AGENDA SECTION:	New Business
SUBJECT:	Consideration to approve an agreement with Musco Sports Lighting, LLC of Oskaloosa, IA, for the Parks & Recreation Department to upgrade field lights at fields #6-7 with LED technology in the amount of $430,000.00, and authorize the Chairman to execute the agreement.

Purpose:
To improve the safety and optimize the visibility of the ball in play with no glare in the players' typical line of sight. Musco Sports Lighting, LLC to change the existing field lights at fields #6-7 to a SportsCluster system with Total Light Control (TLC) for LED technology and authorize the Chairman to execute the agreement.

Background/Summary:
The existing lighting is over 20 years old, and it is almost impossible to find replacement bulbs, ballasts, and capacitors. When these parts are found, the cost is extreme ($20,000.00) per year; that doesn't include all fields. On average, LED bulbs will not have to be replaced for up to 20 years. Switching to LED lights will also help minimize spill and glare from the existing lighting by an estimated 90%. The cost of this project is $430,000.00.

Options:
- Approval of the recommendation
- Denial of recommendation

Finance Officer Comments (if applicable):
Funding for this purchase was approved in the current budget.

Funding Source	Account	FY2027 Approved Budget	Year-to-date Expenditures	Remaining Budget

SPLOST	3356100-541000-SL055	$440,000.00	$0.00	$440,000.00

ATTACHMENTS:

Musco Sports Lighting LLC - Victor Lord Park Fields 6 and 7 Quote
Musco Sports Lighting LLC Sole Source Letter
Musco - Certificate of Liability Insurance
Musco Sports Lighting LLC Agreement

Quote

Date: July 23, 2026
Expiration date: August 23, 2026
To: Mr. Zach Churchill, Director

Project: Victor Lord Park Fields 6 & 7
Winder, GA
Ref: 250734

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Fields 6 & 7 ..... ***$ 430,000.00***

Bonding is included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology – Field 7

Guaranteed Lighting Performance

- Guaranteed light levels and uniformity

System Description

- Total Light Control™ TLC-LED factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Corrosion protection

SportsCluster® system with Total Light Control – TLC for LED™ technology – Field 6

Guaranteed Lighting Performance

- Guaranteed light levels and uniformity

System Description

- Total Light Control™ TLC-LED factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Corrosion protection

Environmental Light Control

- Spill and glare light minimized by 50% or more compared to existing technology

Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Player-activated pushbutton control system with strobe to provide timed on/off control for Tennis/Pickleball Courts
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years (Field 7) and 10 years (Field 6)
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment
- **Installation Services Provided** - See attached scope of work

Responsibilities of Buyer

- Access to site and mark all underground utilities.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor 3.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rob Staples
Georgia Sales Representative
Musco Sports Lighting, LLC
Phone: 706.870.2177
E-mail: rob.staples@musco.com

Victor Lord Park
Winder, GA
Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. SportsCluster® poletop luminaire assembly on poles
3. Provide fixture layout and aiming diagram.
4. Provide Project Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Disassemble and leave at owner designated location on site the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and $^{5}/_{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converter to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.

Control System:

1. Provide labor, equipment, and materials to install Musco Control and Monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

Corporate: 100 1st Ave West · PO Box 808 · Oskaloosa, IA 52577 · 641/673-0411 · 800/825-6020 · Fax: 641/673-4740
Manufacturing: 2107 Stewart Road · PO Box 260 · Muscatine, IA 52761 · 563/263-2281 · 800/756-1205 · Fax: 800/374-6402
Web: www.musco.com · **Email:** lighting@musco.com

7/23/2026

Cindy Clack
Purchasing
Barrow County Government

RE: Musco Sports Lighting, LLC (Musco) Sole Source

Dear Ms. Cindy Clack,

We are pleased to present Musco's Total Light Control – TLC for LED™ technology for your lighting project. Our TLC for LED® technology is the result of nearly 50 years of technology innovation and millions of dollars of research and capital investment; providing significant advantages for your budget and for the environment. There are numerous benefits for the Barrow County Government to have Musco as a sole source vendor.

At Musco, our approach is more than just selling and installing poles and luminaires. We are in the business of selling the right amount of light, on and off the facility, for the least amount of cost over the life of the warranty. Musco works closely with the owner and their consultants to gain a full understanding of the facility, its use, and surroundings.

The following is a list of the key values and features that are unique to Musco's TLC for LED® technology, and its supporting features.

1. **Luminaire technology**
   a. **Guaranteed constant light levels** – Musco's patented TLC for LED® technology provides constant light levels guaranteed for the life of the system.

   b. **Luminaire options** – Musco utilizes more than 500 standard luminaire types, each with unique visor, optics, reflective inserts, beam shapes, and color temperature variations to create custom lighting solutions for each project. Because Musco designs and manufactures our own luminaires, we are not restricted by a limited selection of available luminaires sourced from 3rd party manufacturers. Additionally, Musco holds many unique patents related to optics, glare reduction, precision factory luminaire aiming, and heat reduction to maximize luminaire performance and longevity.

   c. **Offsite spill and glare control, and lighting for aerial sports –** Musco's state of the art spill and glare control keeps light on the field where it belongs, and our unique BallTracker® technology ensures maximum playability for aerial sports while maintaining the curtain of darkness around the field.

   d. **Energy efficiency – reduces energy consumption by half**
   TLC for LED® requires 40% fewer luminaires than prior HID technology systems, resulting in a reduced energy consumption over the life of the system. Additional energy savings are provided by Musco's Control-Link® control system.

e. **Color accent luminaires** – patented color technology that allows owners to highlight venues with custom color options and integration with our entertainment services packages. Light shows and entertainment effects are factory programmed and updated remotely.

2. **Musco Constant 10™ Warranty & Maintenance Program**
   a. **100% routine maintenance included for 10 years –** All routine maintenance, including labor, is provided by Musco for 10 years. This business practice, while not patented, is unique to Musco.

   b. **Guaranteed constant light levels –** Musco guarantees the light levels will not drop below the designed performance for the warranty period of the lighting system.

3. **System approach and product quality**
   a. **System approach –** Because Musco provides the entire system, from foundation to poletop, we ensure every component of the system is trouble free for the life of the system.

   b. **Durability –** Some of the unique features of Musco's products include:
      i. Luminaire strength and aiming is guaranteed to resist wind speeds up to 150 mi/h without any misalignment or damage.
      ii. 100% internal wiring – no wires are exposed to the elements, quick connectors for reliability and ease of installation, strain relief, and abrasion-proof jacketing prevent wire damage.
      iii. Remote electrical components enclosures ensure that the most heat sensitive electronic components such as drivers and controllers are kept away from heat-producing luminaire components.
      iv. Musco's Light-Structure System™ pole has integrated lightning protection which ensures that pole always has a good connection to earth ground, and surge protection devices protect the equipment at each light pole.

   c. **Reliability testing –** All of Musco's product solutions go through rigorous reliability testing, including the most sensitive electronic components. This allows us to have confidence in our products over the life of the warranty in all manner of environments. Some of the reliability tests for electronic components include:
      i. Temperature and Humidity tests, 10 to 90% humidity, -95°F to 350°F
      ii. Surge Immunity tests, up to 50,000 volts and 50,000 amps
      iii. High accelerated life testing (HALT) utilizes thermal cycles and vibration to discover any potential weaknesses in components so they can be addressed.

   d. **Powerful and convenient control options + proactive monitoring –**
      i. **Control -** With Musco's unique Control-Link® control system, you have the capability of turning your lights on and off via your phone, or any web browser, schedule your lights months in advance, and receive usage reports.
      ii. **Monitoring –** Additionally, Musco constantly monitors the performance of the lighting system. If there is an outage that impacts the playability of the field, we will contact you and schedule a repair technician.

e. **Control-Link Central™ call center** – Musco's Control-Link Central™ call center, comprised of 70+ Team Members is available 24/7/365 anytime you need to talk to us about your system. We have experience controlling nearly 6 million hours of lighting worldwide. Our team travels over a million miles, inspecting over 2,300 fields a year. No other manufacturer provides this level of experience and expertise.

f. **Lighting Services Team –** Musco has 100+ dedicated Team Members that are responsible for maintaining customer lighting systems around the USA. Regionally based service technicians are available for quick responses. These Team Members are factory-trained and specialize in routine maintenance, repairs, and analysis of sports lighting systems.

I trust this information outlines the unique characteristics of Musco and our unique TLC for LED® technology. If you have questions or need additional information, please contact me by phone at 706-870-2177 by email at rob.staples@musco.com.

Thank you,

Musco Sports Lighting, LLC
100 1st Ave West
PO Box 808
Oskaloosa, IA 52577

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
4201 Westown Parkway, Suite 120
West Des Moines IA 50266

CONTACT NAME: Francisco Honzura
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: Francisco_Honzura@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Sentry Casualty Company	28460
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MUSCLIG-01
Musco Sports Lighting, LLC
100 1st Ave W
Oskaloosa, IA 52577

COVERAGES **CERTIFICATE NUMBER:** 267581426 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	9016877004	7/1/2026	7/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		9016877003	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP9X03061126NF	7/1/2026	7/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		9016877001 9016877002	7/1/2026 7/1/2026	7/1/2027 7/1/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Architects & Engineers Professional Liability & Pollution Liability			CEO742113906	7/1/2026	7/1/2027	Each Claim Aggregate Retention	$5,000,000 $5,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Musco project 250734 - Victor Lord Park Field 6 and 7
Barrow County, officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers are shown as Additional Insureds solely with respect to General Liability on primary and non-contributory basis, and Auto Liability as required by written contract. A Waiver of Subrogation in favor of additional insureds is included under the General Liability coverage as evidenced herein as required by written contract.

CERTIFICATE HOLDER
Barrow County
175 Second St
Winder GA 30680

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Arthur J. Gallagher Risk Management Services, LLC

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CONSTRUCTION SERVICES AGREEMENT

VICTOR LORD PARK LIGHTING FIELDS 6 AND 7

THIS SERVICES AGREEMENT (the "Agreement") is effective as of this_____day of _____, 2026, by and between **BARROW COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners ("County") and MUSCO SPORTS LIGHTING, LLC, an Iowa limited liability company with its principal office address at 211 2nd Avenue West, Oskaloosa, Iowa 52577 (hereinafter referred to as the "Contractor"), and with the County, collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Contractor to provide certain services generally described as lighting installation for Fields 6 and 7 at Victor Lord Park; and

WHEREAS, the Contractor submitted a proposal, attached hereto and incorporated herein as **Exhibit A;** and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below); and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's proposal, the County has selected Contractor to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Project Description

The Project is generally described as providing lighting installation and related services at Fields 6 and 7 at Victor Lord Park (the "Project").

B. The Work

The Work to be completed under this Agreement (the "Work") consists of lighting installation and related services more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference.

C. Schedule, Completion Date, and Term of Agreement

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement upon approval of the same by the Barrow County Board of Commissioners and shall fully complete the Work within ninety (90) days of the Notice to Proceed. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $430,000.00 (the "Maximum Contract Price"), except as outlined in Section II above. Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principles of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to the County.

C. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further

agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

E. Contractor's Representative

Rob Staples shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

F. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

G. Responsibility of Contractor and Indemnification of County

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. Contractor shall defend, indemnify and hold harmless the County, and their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to collectively as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the negligence of the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor

or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of Contractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Contractor shall maintain the following insurance policies with limits no less than:

(a) Comprehensive General Liability of $1,500,000 (one million, five hundred thousand dollars) single limit per occurrence and limit of $3,000,000 (three million dollars) aggregate combined for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. This shall include premises and operations, independent proposers, products and complete operations, contractual

liability and personal injury liability. This shall be maintained for six years after completion of the Work if this policy is on a claim-made basis.

(b) Business and Automobile Liability (owned, non-owned, hired, and employee non-ownership) of $1,500,000 (one million five hundred thousand dollars) per occurrence and $3,000,000 (three million dollars) aggregate combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of $2,000,000 (two million dollars) limit per claim arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts, with insurance to be maintained for three years after completion of the work.

(d) Property Insurance coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around facilities. The coverage also should include off-site and in-transit exposures.

(e) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident in addition to worker's compensation limits as required by federal law.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any

insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

(6) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form

utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

(8) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

The County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits B** and **C** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit C and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit C, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

✓ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

L. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed, if Contractor

had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.

M. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18- 72(a)(34) related thereto.

N. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

O. Key Personnel

All of the individuals identified in **Exhibit D** are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in **Exhibit "D",** without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

Q. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense.

R. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

S. Bonds

If the Maximum Contract Price exceeds $250,000.00, the Contractor shall provide Performance and Payment Bonds on the forms attached hereto as "**Exhibits E.1 and E.2**" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry as necessary, in order for Contractor to complete the Work.

B. County's Representative

Zach Churchill – Director of Parks and Recreation, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least seven (7) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.

B. Upon termination, County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

C. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

D. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no party may assign this Agreement without prior written approval of the other party.

X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia. The prevailing party in any litigation between the parties shall be entitled to recover their reasonable costs and attorneys' fees.

XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XII. BUSINESS LICENSE

Contractor must provide a current business license prior to commencement of the services to be provided hereunder. If a current business license is not available, Contractor shall apply to the County for a business license, pay the applicable business license fee, maintain said business license during the term of this Agreement.

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between **Zach Churchill – Director of Parks and Recreation** for the County and Dylan Satterfield with Cory Clark Electric for the Contractor.

B. Official Notices

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

NOTICE TO THE CONTRACTOR shall be sent to:

Musco Sports Lighting, LLC
Attn: Legal Department
211 2nd Avenue West
Oskaloosa, IA 52577

Future changes in address shall be effective only upon written notice being given by the County to Contractor or by Contractor to County Manager via one of the delivery methods described in this Section.

XIV. WAIVER

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.

XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XVI. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

XVII. FORCE MAJEURE

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or

invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement as of the Effective Date first above written.

CONTRACTOR:

MUSCO SPORTS LIGHTING, LLC

By: _____

Print Name: James M. Hansen

Title: Secretary

Attest/Witness

_____

Print Name: Melinda Walter

Its: Senior Counsel

COUNTY:

BARROW COUNTY, GEORGIA

By: _____
Pat Graham, Chairman

[COUNTY SEAL]

Attest:

By: _____
Abril Olivas, County Clerk

EXHIBIT A

MUSCO SPORTS LIGHTING QUOTE DATED JULY 23, 2026

Quote

Date: July 23, 2026
Expiration date: August 23, 2026
To: Mr. Zach Churchill, Director

Project: Victor Lord Park Fields 6 & 7
Winder, GA
Ref: 250734

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Fields 6 & 7 ..... $ 430,000.00

Bonding is included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology – Field 7

Guaranteed Lighting Performance

- Guaranteed light levels and uniformity

System Description

- Total Light Control™ TLC-LED factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Corrosion protection

SportsCluster® system with Total Light Control – TLC for LED™ technology – Field 6

Guaranteed Lighting Performance

- Guaranteed light levels and uniformity

System Description

- Total Light Control™ TLC-LED factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies
- Corrosion protection

Environmental Light Control

- Spill and glare light minimized by 50% or more compared to existing technology

Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Player-activated pushbutton control system with strobe to provide timed on/off control for Tennis/Pickleball Courts
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years (Field 7) and 10 years (Field 6)
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts the date of shipment

Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment
- **Installation Services Provided** - See attached scope of work

Responsibilities of Buyer

- Access to site and mark all underground utilities.

Payment Terms

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Attn: Musco Contracts
Fax: 800-734-6402
Email: musco.contracts@musco.com

All Purchase orders should note the following:
Sourcewell Purchase – Contract Number: 041123-MSL

Delivery Timing

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2018 IBC, 110 mi/h, Exposure C, Importance Factor 3.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Rob Staples
Georgia Sales Representative
Musco Sports Lighting, LLC
Phone: 706.870.2177
E-mail: rob.staples@musco.com

Victor Lord Park
Winder, GA
Retrofit Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (center of FB field).
4. Ensure existing poles are structurally adequate to handle new fixture loading.
5. Ensure usability of existing underground wiring.
6. Pay any necessary power company fees and requirements.
7. Pay all permitting fees.
8. Provide any existing as-built documents or drawings.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required fixtures, electrical enclosures, mounts, hardware, wire harnesses, and control cabinets.
2. SportsCluster® poletop luminaire assembly on poles
3. Provide fixture layout and aiming diagram.
4. Provide Project Management as required.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact your local UDig for locating underground public utilities and confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.

Demolition:

1. Disassemble and leave at owner designated location on site the existing fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Leave existing ground wires and power feed in place for connection to new lighting equipment.

Retrofit Musco Equipment to Existing Poles:

2022, 2025 Musco Sports Lighting, LLC

1. Provide labor, materials, and equipment to assemble and install Musco TLC for LED® equipment on existing poles and terminate grounding and power feed. Power feed may need to be reworked to adapt to the new Musco equipment.
2. Ensure grounding components meet minimum standards required by NEC and NFPA780.
3. For concrete poles provide new lightning down conductor(aluminum) and $^{5}/_{8}$ in copper ground rod. For poles 75 ft (22 m) or less use 1/0 AWG, poles over 75 ft (22 m) use 4/0 AWG conductor. Bond internal pole ground to new down conductor.
4. For steel poles provide new ground rod and pole bonding conductor per NFPA Annex A.1.6.
5. Down conductor shall be converter to copper wire for any underground runs and bonded to ground rod(s).
6. Ensure all Musco components are bonded to both equipment and lightning grounds. No upward sweeps allowed for lightning down conductor or bonding jumper(s). See installation instructions for further information.
7. Test ground resistance with 3-point megger and confirm 25 ohms or less for each pole. Install additional ground rods or create grounding grid until resistance of 25 ohms or less is achieved.

Electrical:

1. Provide materials, and equipment to reuse existing electrical service panels as required.
2. Provide materials, and equipment to reuse existing electrical wiring as permitted.

Control System:

1. Provide labor, equipment, and materials to install Musco Control and Monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.

EXHIBIT B

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

194114
Federal Work Authorization User Identification Number

02/27/2009
Date of Authorization

Musco Sports Lighting, LLC
Name of Contractor

Victor Lord Park Lighting Installation
Name of Project

BARROW COUNTY
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on August 6, 2026 in Oskaloosa (city), Iowa (state).

Signature of Authorized Officer or Agent

James M. Hansen, Secretary
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 6th DAY OF
August, 2026.

NOTARY PUBLIC

[NOTARY SEAL]

NOTARIAL SEAL IOWA
MELINDA K. WALTER
Commission Number 746584
My Commission Expires

My Commission Expires:
04/24/2028

EXHIBIT C

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Musco Sports Lighting, LLC on behalf of Barrow County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

Victor Lord Park Lighting Installation
Name of Project

BARROW COUNTY
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 2026 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____DAY OF _____, 2026.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

EXHIBIT D

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

Individual	Position
Rob Staples	Musco Sales Representative

"EXHIBITS E.1 AND E.2"

PAYMENT AND PERFORMANCE BONDS

"EXHIBIT E.1"

PERFORMANCE BOND

BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT MUSCO SPORTS LIGHTING, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and _____ (as SURETY, hereinafter referred to as the "Contractor's Surety"), jointly and severally, and their heirs, executors, administrators, successors, and assigns, are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the "County"), for the performance due under the Contract in the sum of $430,000.00.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as Victor Lord Park Lighting Installation at Fields 6 and 7 (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if (a) the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and (b) the Principal shall indemnify and hold harmless the County from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then Principal and Surety shall have no obligation hereunder; otherwise this Performance Bond shall remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:

a. The Contractor's Surety shall commence performance of Principal's obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the County to the Contractor's Surety, though the failure of County to provide such notice shall not constitute a failure to comply with a condition precedent to Contractor's Surety's obligations hereunder or release Contractor's Surety from its obligations hereunder;

b. The means, method or procedure by which the Contractor's Surety undertakes to perform the obligations under this Performance Bond shall be subject to the advance written approval of the County.

c. Upon notice of the County of Principal's failure of performance or default under or breach of the Contract, Contractor's Surety shall promptly and at its own expense take one of the following actions:

(i) Arrange for Principal, with the County's consent, to perform and complete the performance required under the Contract;

(ii) Undertake to perform and complete the performance due under the Contract itself, through its agents or independent contractors;

(iii) Obtain bids or negotiated proposals from qualified contractors acceptable to the County for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the County and a contractor selected with the County's concurrence, and in accordance with applicable bidding requirements, to be secured with performance and payment bonds provided by a qualified surety equivalent to the bonds issued in connection with the Contract, and pay to the County the amount of damages County has incurred as a result of Principal's default under the Contract; or

(iv) Determine, subject to the approval of the County, the amount for which Contractor's Surety is liable to County and promptly make payment of said amount to County.

3. If Contractor's Surety does not proceed to perform as required hereunder within the thirty (30) day time limit prescribed herein, Contractor's Surety shall be deemed to be in default on the Performance Bond and the County shall be entitled to enforce any remedy available to County at law or equity.

4. Contractor's Surety shall also be responsible for : (a) the responsibilities of the Contractor for the correction of defective work and completion of the performance due under the Contract; (b) any additional legal, design professional, and delay cost resulting from Contractor's default; (c) any liquidated damages due under the Contract, or actual damages if liquidated damages are not provided for in the Contract; and (d) any damages resulting from the failure of Contractor's Surety to perform as required hereunder.

5. This Performance Bond shall be governed by Georgia law, not including Georgia choice-of-law provisions. Exclusive venue for any litigation regarding this performance bond shall be in the Superior Court of Barrow County, Georgia.

6. The County is an intended beneficiary of this Performance Bond.

7. The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, (including without limitation changes to the contract price), and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Performance Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

8. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

9. Notices hereunder shall be given by certified mail, return receipt requested, or by overnight delivery and shall be effective upon receipt or refusal by the recipient. Addresses for notices hereunder are as follows:

For Notices to Principal:

_____

_____

_____

For Notices to Contractor's Surety:

_____

_____

_____

(Signatures appear on following page)

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR ("Principal"):

MUSCO SPORTS LIGHTING, LLC

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

_____

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____ _____

(ATTACH SURETY'S POWER OF ATTORNEY)

"EXHIBIT E.2"

PAYMENT BOND

BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT MUSCO SPORTS LIGHTING, LLC (as CONTRACTOR, hereinafter referred to as the "Principal"), and _____ (as SURETY, hereinafter referred to as the "Contractor's Surety"), jointly and severally, and their heirs, executors, administrators, successors, and assigns, are held and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the "County"), to pay for labor, materials, services, and equipment furnished for use and in the performance of the Contract in the sum of any "Claimant," as hereinafter defined, in the sum of $430,000.00 Dollars.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as Victor Lord Park Lighting Installation at Fields 6 and 7 (hereinafter referred to as "the Project"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "Contract").

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor, equipment, services, and materials used or reasonably required for use in the performance of the Contract, and defends, indemnifies and holds harmless the County from claims, demands, liens, or suits by any person or entity seeking payment for labor, equipment, services, or materials furnished for use in the performance of the Contract, then the Principal and Contractor's Surety shall have no obligation under this Payment Bond; otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any Subcontractor (at any level), or other person or entity furnishing labor, equipment, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, equipment, services, or materials are sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of Contract with the Principal or

any Subcontractor performing Work on the Project. A "Claim" shall mean any written claim or demand or suit for payment for the furnishing of labor, equipment, services, or materials used, or reasonably required for use, in the performance of the Contract, made or brought by a Claimant.

2. **Contractor's Surety's Duty to County**

Upon notification by the County of any Claim against the County, or of a Lien filed against the property of the County by a Claimant, Contractor's Surety shall promptly, and at the expense of Contractor's Surety, defend, indemnify, and hold harmless the County against such Claim and shall either settle or resolve the Claim and shall remove, or cause the removal, of any such Lien by bond or otherwise.

3. **Contractor's Surety's Duty to a Claimant**

Upon notice to Contractor's Surety, either by the County or a Claimant, of a Claim, Contractor's Surety shall, within 30 days after receipt of notice of the Claim, respond to such Claimant, with a copy of such response to be furnished to the County and Principal, which response shall: (a) identify and components of such Claim which are undisputed, and (b) identify any components of such Claim which are disputed and the basis for such dispute. Surety shall then pay or tender, or arrange for payment or tender by Contractor, of any amounts indisputably due to such Claimant, within ten days after said response is given. The fact that Contractor's Surety disputes a portion of a Claim shall not relieve Contractor's Surety from its obligation to defend, indemnify, and hold harmless the County hereunder.

4. This Payment Bond shall be governed by Georgia law, not including Georgia choice-of-law provisions. Exclusive venue for litigation regarding this payment bond shall be in the Superior Court of Barrow County, Georgia.

5. The County is an intended beneficiary of this payment bond.

6. Amounts owed by the County to the Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any construction performance bond issued in connection with the Contract.

7. By the Principal furnishing and the County accepting this Payment Bond, both agree that all funds earned by the Principal in the performance of the Contract shall be dedicated to satisfy obligations of

Principal and Contractor's Surety under this Payment Bond, subject to the County's priority to use such funds for the completion of the Work under the Contract and to satisfy amounts due by Principal to the County in connection therewith.

8. The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes (including without limitation changes to the contract price), and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.

9. The Parties expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

10. Notices hereunder shall be given by certified mail, return receipt requested, or by overnight delivery and shall be effective upon receipt or refusal by the recipient. Addresses for notices hereunder are as follows:

For Notices to Principal:

_____

_____

_____

For Notices to Contractor's Surety:

_____

_____

_____

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

CONTRACTOR:

_____

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date:_____

CONTRACTOR'S SURETY:

_____

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date:_____ _____

(ATTACH SURETY'S POWER OF ATTORNEY)

AGENDA ITEM NO. IX.i

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 11, 2026

SUBMITTED BY: Trey Wood, Finance

ITEM TYPE: Board Action

AGENDA SECTION: New Business

SUBJECT: Consideration to approve the declaration of one (1) 2008 Ford Escape as surplus and approve the purchase of one (1) new 2026 Ford Bronco for the County Extension from Akins Ford of Winder, GA, in the amount of $32,426.00.

Purpose:
Replacing a vehicle used by fleet maintenance staff. Surplus a 2008 Ford Escape.

Background/Summary:
The 2026 Ford Bronco is currently at the dealership.

Options:
- Approval of the purchase
- Denial of the purchase

Finance Officer Comments (if applicable):
Funding for this purchase was approved in the current budget. This vehicle can be purchased using state contract 99999-001-SPD0000218 from Akins Ford. Funds received from the sale of the asset will be returned to the vehicle replacement fund.

Funding Source	Account Code	FY 2027 Approved Budget	Year-To-Date Expenditures	Remaining Budget
SPLOST	3357110-542000-VH085	$35,000.00	$0.00	$35,000.00

ATTACHMENTS:
Akins Ford Quote - 2026 Ford Bronco
Extension Office Fixed Asset Change Form

220 W. May St
Winder, GA 30680

Akins

Phone 678-409-7412
Fax 770-868-5219

Date: 7/30/2026

BARROW COUNTY
TCOLES@BARROWGA.ORG

SWC# 99999-001-SPD0000218

Quoted By: Savanna Waters

QUOTE DATE	QTY	Description	AMOUNT	Pmts	Balance Due
7/30/2026		2026 BRONCO SPORT BIG BEND WHITE EXTERIOR	$32,426.00		

Current		30 Days		AMOUNT DUE
60 Days		90 Days		**$32,426.00**

FIXED ASSET CHANGE REQUEST

DATE: 08/04/2026 **ACQUISITION DATE:** 03/15/2007

ASSET # 7063 **VIN #** 1FMCU02Z78KA29584

CURRENT LOCATION COOPERATIVE EXTENSION-7110

DESCRIPTION 2008 FORD ESCAPE

REASON FOR DISPOSAL REPLACEMENT

CONDITION: POOR ☐ FAIR ☑ GOOD ☐

SURPLUS: RESALE ☑ SALVAGE ☐ TRANSFER ☐

SIGNATURE: Tiffany Coles
Releasing Director or Elected Official

SIGNATURE:
Chief Financial Officer

BOARD OF COMMISSIONERS APPROVAL DATE:

Barrow COUNTY GEORGIA

AGENDA ITEM NO. IX.j

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 11, 2026
SUBMITTED BY:	Srikanth Yamala, County Manager
ITEM TYPE:	Resolution
AGENDA SECTION:	New Business
SUBJECT:	Consideration of an amendment to the June 23, 2026 resolution establishing the Parks & Recreation Special Tax District.

Purpose:
Amend the June 2023 resolution establishing the Parks & Recreation Special Tax District to clarify language pertaining to real and personal property.

Background/Summary:

On June 23, 2026, the Board of Commissioners adopted a resolution establishing the Parks & Recreation Special Tax District. Following further review and consultation with the Tax Commissioner and the County Attorney, it has been recommended that the resolution be amended to clarify that both real and personal property are subject to the special district tax, consistent with the County's existing Fire District.

This amendment is intended solely to clarify the Board's intent and provide consistency in the administration of the tax. Aligning the Parks & Recreation Special Tax District with the existing Fire District will simplify the Tax Commissioner's operational processes, facilitate efficient implementation, and reduce the potential for administrative confusion.

Options:

- Approve the amendment
- Deny the amendment

Finance Officer Comments (if applicable):

No financial impact.

ATTACHMENTS:

Resolution Clarifying Prior Resolution for Special District for Parks and Recreation

AMENDMENT TO SPECIAL TAX DISTRICT RESOLUTION

WHEREAS, on June 23, 2026, the Board of Commissioners of Barrow County ("Board") adopted a Resolution creating a special district coterminous with Barrow County ("Special Tax District") to provide for the imposition of ad valorem taxes in said Special Tax District to pay for parks and recreation services, among other things ("June 23, 2026 Resolution"); and

WHEREAS, the Board desires to amend the June 23, 2026 Resolution so as to clarify that the ad valorem taxes in said Special Tax District shall be assessed on all taxable property, consistent with similar special tax districts;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of Barrow County as follows:

1. The June 23, 2026 Resolution identified herein is hereby amended to give effect to the following:

   The ad valorem taxes in the Special Tax District shall be assessed on all taxable property.

2. All other provisions of the June 23, 2026 Resolution shall remain in full force and effect.

SO RESOLVED, this ____day of _____, 2026.

BOARD OF COMMISSIONERS OF
BARROW COUNTY

By: _____
Pat Graham, Chair

Attest: _____
Abril Olivas, County Clerk

[County Seal]