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, February 25, 2025 - 6:00 PM

I. Call to Order, Invocation, Pledge to Flag

II. Approval of Agenda

III. Remarks by Commissioners

IV. Approval of Minutes

a) February 11, 2025 Special Called Meeting Minutes
b) February 11, 2025 Executive Session Meeting Minutes
c) February 11, 2025 Voting Session Meeting 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. Consent Agenda

a) Consideration to approve the appointment of Hill Colvin to the Planning Commission for four-year term that will expire on February 25, 2029. Commission District 2.
b) Consideration to approve the appointment of Natalie McCall to the Board of Appeals for a four-year term that will expire on February 25, 2029. Commission District 2.

VII. New Business

a) Consideration to approve the Youth Athletic Association agreement between Barrow County and the Piedmont Soccer Academy and authorize the Chairman to execute the agreement.
b) Consideration to revoke the business license of GP's Enterprises, Inc. based on UDC Section 26-61 as the property is not in compliance with the local zoning ordinance.
c) Conduct a Public Hearing to consider deannexation of 982 City Pond Road, Winder, Georgia 30680 (Tax Parcel: XX060 004).
d) Consideration to approve the transfer of Reserved Sewer Treatment Capacity by RB Remington, LLC to Century Communities of Georgia, LLC and to authorize the Chairman to execute the transfer.
e) Consideration to approve the Water Line Participation Agreement between Barrow County and Finch Landing LLC and to authorize the Chairman to execute the agreement.

f) Consideration to approve a temporary supplement to convert the Barrow County State Court Solicitor position from part-time to full-time.

VIII. Executive Session

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

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

No action will be taken during this session.

IX. Adjournment

Barrow County Government will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of Barrow County Government should be directed to the Clerk of Commission; 30 North Broad Street, Winder, GA 30680; telephone number is 770-307-3005.

AGENDA ITEM NO. a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	**Approval of Minutes**
SUBJECT:	February 11, 2025 Special Called Meeting Minutes

Work Session:
Voting Session

Options:

- Approval of the minutes
- Denial of the minutes

ATTACHMENTS:
2-11-2025 -DRAFT- Special Called Meeting Minutes.pdf

Board of Commissioners Special Called
Draft Minutes
Tuesday, February 11, 2025 - 5:00 PM

I. Call to Order

The meeting was called to order by Chairman Pat Graham at 5:00 p.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Absent
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 Charles Ferguson, Deputy County Manager Wes Geddings and County Clerk Abril Olivas		

II. Executive Session

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

Motion to enter executive session at 5:02 p.m. Motion made by Graham, seconded by Shook. Voting results shown in the box above.

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

Motion to adjourn executive session and return to regular session at 6:00 p.m. Motion made by Graham, seconded by Alvarez. Voting results shown in the box above.

III. Adjournment

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

Motion to adjourn at 6:00 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. b

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	**Approval of Minutes**
SUBJECT:	February 11, 2025 Executive Session Meeting Minutes

Work Session:
Voting Session

Options:

- Approval of the affidavit
- Denial of the affidavit

ATTACHMENTS:
2-11-2025 ES Affidavit.pdf

STATE OF GEORGIA
COUNTY OF BARROW

AFFIDAVIT OF BARROW COUNTY BOARD OF COMMISSIONERS

Members of the Barrow County Board of Commissioners; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1.

The Barrow County Board of Commissioners met in a duly advertised meeting on February 11, 2025.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 5:02 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following within the exceptions provided by the open meetings law:

✓ Consultation with the county attorney or other legal counsel to discuss pending and potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. §50-14-2(1);

______ Discussion of tax matters made confidential by state law as provided in O.C.G.A. §50-14-1(2) and O.C.G.A. §__________;

______ Discussion of the purchase, disposal or lease of property, ordering of an appraisal related to the acquisition or disposal of real estate, entering into a contract to purchase, dispose of, or lease property (subject to approval in a subsequent public vote), and/or entering into an option to purchase, dispose of, or lease real estate (subject to approval in subsequent public vote) as provided by O.C.G.A. § 50-14-3(b)(1)(B)(C)(D) and (E);

✓ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee or interviewing applicants for the position of the executive head of an agency as provided in O.C.G.A § 50-14-3(b)(2);

______ Other: ____________________________ as provided in O.C.G.A §__________.

This 11th day of February 2025.

Barrow County Board of Commissioners

____
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

Sworn to and subscribed before me this 11th day of February 2025.

____
Notary Public

My Commission Expires: October 17, 2027 (SEAL)

ABRIL OLIVAS
My Commission Expires
NOTARY PUBLIC
03-17-2027
COUNTY, GEORGIA

AGENDA ITEM NO. c

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Minutes
AGENDA SECTION:	**Approval of Minutes**
SUBJECT:	February 11, 2025 Voting Session Meeting Minutes

Work Session:
Voting Session

Options:
- Approval of the minutes
- Denial of the minutes

ATTACHMENTS:
2-11-2025 -DRAFT- Voting Session Meeting Minutes.pdf

Board of Commissioners Voting Session
Draft Minutes
Tuesday, February 11, 2025 - 6:00 PM

I. Call to Order, Invocation, Pledge to Flag

The meeting was called to order by Chairman Pat Graham at 6:01 p.m.

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Absent
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 Charles Ferguson and County Clerk Abril Olivas.		

Commissioner Lynn led the invocation.

II. Approval of Agenda

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Deborah Lynn, District 6
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve. Motion made by Ward, seconded by Lynn. Voting results shown in the box above.

III. Remarks by Commissioners

IV. Approval of Minutes

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Tim Walker, District 5
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn

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

a) January 28, 2025 Special Called Meeting Minutes
b) January 28, 2025 Executive Session Meeting Affidavit
c) January 28, 2025 Voting Session Meeting Minutes

V. Public Comment on Agenda Items

VI. Public Hearings

a) **RZ 2024-039 (XX075 012) 751 Harry McCarty Rd.; Stanton Porter/Applicant; Merle R. Norris/Owner.** FLUM Amendment (Future Land Use Amendment) to 316 Innovation Corridor. Request to rezone ± 8.38 acres from AG (Agricultural) to C3 (Intensive Commercial). Variance request to UDC Section 89-184(d) to allow for an additional story on proposed self storage facility.

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

Motion to approve the Future Land Use Map amendment to 316 Innovation Corridor. Motion made by Ward, seconded by Alvarez. Motion with the voting results shown in the box above.

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

Motion to approve the request to rezone and the variance request with staff conditions; with an amendment to condition two and the three additional conditions outlined below.

STAFF RECOMMENDATIONS:

1. The development shall be subject to all other applicable site and development standards within the Unified Development Code with the exception of the relief granted as part of this request to permit a height of greater than 12-feet for the self storage buildings (UDC Section 89-184(d).
2. The site shall be subject to the architectural and site development standards of the Highway Corridor Overlay District (UDC Article XVI) except to the prohibition against self service storage and the building materials restrictions, which shall only apply to the front and side facade of the front building facing Harry McCarty Road
3. The self storage buildings must be internal accessed self-storage.
4. The zoning buffer may not be automatically reduced as provided for in section 89-865(a)
5. No more than 2 acres of the property can be used for outside storage.

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

b) **RZ 2025-002 (XX126 063) 2145 Dooley Town Rd.; Zachary Garrett/Applicant; HECSAN Enterprises/Owner.** Request to rezone ± 2.9 acres from AR (Agricultural Residential) to R1(Low Density Single Family Residential) to divide the property.

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

Motion to approve as presented with staff recommendations.

STAFF RECOMMENDATIONS:

1. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and 15' of side yards on the property.â€¯
2. All residential structures constructed on the property shall have a minimum of 2,000 square feet of heated gross floor area.
3. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or masonry siding, or any combination thereof.

Motion made by Shook, seconded by Alvarez. Motion with the voting results shown in the box above.

c) **RZ 2025-003 (XX029 020) 546 Blackstock Rd.; Zachary Garrett/Applicant; Paul Mitrofan/Owner.** Request to rezone ± 8.63 acres from AG(Agricultural) to R1 (Low Density Single Family Residential). Variance request to UDC section 89-402 for minimum road frontage for a minor subdivision.

RESULT:	**PASSED [5 TO 1]**
MOVER:	Alex Ward, District 4
SECONDER:	Pat Graham, Chairman
AYES:	Graham, Shook, Ward, Walker, Lynn
NAYS:	Alvarez

Motion to approve the request to rezone from AG (Agricultural) to R1 (Low Density Single Family Residential) with staff recommended conditions 2-4 and deny the variance request.

STAFF RECOMMENDATIONS:

1. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and 15' of side yards on the property.
2. All residential structures constructed on the property shall have a minimum of 2,000 square feet of heated gross floor area.
3. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or masonry siding, or any combination thereof.

Motion made by Ward, seconded by Graham. Motion with the voting results shown in the box above.

d) **RZ 2025-004 (XX040 026D) 0 Kennedy Sells Rd.; Gregory Rooks Sr./Applicant & Owner.** Request to rezone ± 3.78 acres from (Agricultural Residential) to R1(Low Density Single Family Residential) to allow the property to be split.

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

Motion to approve with staff recommendations.

STAFF RECOMMENDATIONS:

1. The portions of this property zoned R-1 shall have disturbed areas sodded and/or landscaped in front yards and 15 feet of side yards.
2. All residential structures constructed on the portions of the property zoned R-1 shall have a minimum 2,000 sq. ft. of heated gross floor area.
3. All residential structures constructed on the property shall have brick, stone, stucco, or masonry siding or any combination thereof.

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

e) **RZ 2025-005 (XX080 040D) 838 Moon Bridge Rd., Noah Criag/Applicant; Sweetbay Park LLC/Owner.** Request to rezone ± 19.45 acres from AG (Agricultural) to R1 (Low Density Single Family Residential) for a major subdivision. Variance request to UDC 89-402 for minimum road frontage on tract # 11.

RESULT:	**PASSED [4 TO 2]**
MOVER:	Alex Ward, District 4
SECONDER:	Pat Graham, Chairman
AYES:	Graham, Alvarez, Ward, Walker
NAYS:	Shook, Lynn

Motion to approve the request to rezone of ± 19.45 acres from AG (Agricultural) to R1 (Low Density Single Family Residential), with staff recommendations and two additional conditions outlined below, and to deny the variance request.

STAFF RECOMENDATIONS:

1. The site plan shall be revised so that all lots within the development meet the minimum standards provided for in UDC Article IV, Lot and Building Standards.
2. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and 15' of side yards on the property.
3. All residential structures constructed on the property shall have a minimum of 2,000 square feet of heated gross floor area.
4. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or masonry siding, or any combination thereof.
5. Developer shall follow all state and local codes as it relates to storm water runoff, and preventing the increase in water drainage onto neighboring properties, as required by code.
6. Limit the total number of lots to 15.

Motion made by Ward, seconded by Graham. Motion with the voting results shown in the box above.

f) **RZ 2025-006 (XX104 167C) 0 Dogwood Trail; Melanie L. Mullins/Applicant & Owner**. Request to rezone ± 10.89 acres from AG (Agricultural) to R1 (Low Density Single Family Residential) for a minor subdivision. Variance request to UDC section 89-402 for minimum road frontage.

RESULT:	**PASSED [5 TO 1]**
MOVER:	Pat Graham, Chairman
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Shook, Ward, Walker, Lynn
NAYS:	Alvarez

Motion to deny the request to rezone and deny the variance request. Motion made by Graham, seconded by Shook. Motion with the voting results shown in the box above.

VII. New Business

a) Conduct a Public Hearing regarding the text amendment for M-1 Light Industrial and M-2 Heavy Industrial zonings within the Unified Development Code to reflect the current Comprehensive Plan.

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

Motion to table to the March 25, 2025 Voting Session to allow staff to review this ordinance and assure that the industrial zoning category will work to attract today's high-tech advanced manufacturing firms. Motion made by Graham, seconded by Shook. Motion with the voting results shown in the box above.

b) Consideration to approve the reduction of pet adoption fees.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Tim Walker, District 5
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn

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

c) Consideration to approve the addition of (1) new Utility Inspector position within the Department of Public Work's Water and Sewer Division.

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

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

d) Consideration to ratify the emergency purchase of (1) new Rescue Pumper for Barrow County Fire Department from Fouts Bros. Inc. of Milledgeville, GA, in the amount of $601,044.00.

RESULT:	**PASSED [UNANIMOUS]**
MOVER:	Alex Ward, District 4
SECONDER:	Kenny Shook, District 2
AYES:	Graham, Shook, Alvarez, Ward, Walker, Lynn

Motion to approve and to make the necessary budget adjustments. Motion made by Ward, seconded by Shook. Motion with the voting results shown in the box above.

e) Presentation of a draft Utilities Service Policy for the Public Works Department.

Public Works Director, Chris Yancey presented the Board with a draft Utilities Service Policy.

f) Presentation of the Barrow County unaudited financials for the Second Quarter of FY 2025.

Chief Financial Officer, Trey Wood presented the Board with the unaudited financials for the Second Quarter of FY 2025.

VIII. Executive Session

IX. Adjournment

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

Motion to adjourn at 7:27 p.m. Motion made by Graham, seconded by Lynn. Voting results shown in the box above.

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

AGENDA ITEM NO. a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Appointment
AGENDA SECTION:	Consent Agenda
SUBJECT:	Consideration to approve the appointment of Hill Colvin to the Planning Commission for four-year term that will expire on February 25, 2029. Commission District 2.

Work Session:
Voting Session

ATTACHMENTS:

AGENDA ITEM NO. b

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Abril Olivas, County Clerk
ITEM TYPE:	Appointment
AGENDA SECTION:	Consent Agenda
SUBJECT:	Consideration to approve the appointment of Natalie McCall to the Board of Appeals for a four-year term that will expire on February 25, 2029. Commission District 2.

Work Session:
Voting Session

ATTACHMENTS:

AGENDA ITEM NO. a

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: February 25, 2025

SUBMITTED BY: Penny Skinner, Parks & Recreation

ITEM TYPE: Board Action

AGENDA SECTION: **New Business**

SUBJECT: Consideration to approve the Youth Athletic Association agreement between Barrow County and the Piedmont Soccer Academy and authorize the Chairman to execute the agreement.

Work Session:
Voting Session

Purpose:
Consideration to approve the Barrow County Youth Athletic Association agreement between Barrow County and the Piedmont Soccer Academy and authorize the Chairman to execute the agreement. This agreement is perpetual until one or both parties decide to terminate in accordance to the stipulations set forth within agreement.

Background/Summary:
Previously there has not been any binding agreement between Barrow County and Youth Athletic groups.

This agreement will enable Volunteer Non-Profit Youth Sports entities to operate as organization within Barrow County Parks and Recreation Facilities. This agreement is only for the use of the Soccer facilities at Victor Lord Park and complies with the operational guidelines set forth for all parties within the 2025 Barrow County Youth Athletic Association Manual.

Recommended approval from the Department of Parks and Recreation

Options:
- Approval of the agreement
- Denial of the agreement

ATTACHMENTS:

PSA - BOC YAA Agreement.pdf
Piedmont Soccer 2024 Corporate Registration.pdf
Piedmont Soccer IRS NPO Designation.pdf
Piedmont Soccer Academy Audited Report as of Sept. 2024.pdf
Piedmont Soccer 2024-2025 Certificate of Insurance.pdf
Piedmont Soccer Academy Audit Engagement Letter.pdf
Piedmont Soccer Academy Certificate of Bonding.pdf
Piedmont Soccer Academy 2024-2025 Board of Directors.pdf
Piedmont Soccer Association Signed Bylaws.pdf

BARROW COUNTY PARKS AND RECREATION

This ATHLETIC ASSOCIATION AGREEMENT ("Agreement") is made this 25th day of February, 2025, by and between BARROW COUNTY, a political subdivision of the State of Georgia ("County") and Piedmont Soccer Association, a non-profit charitable corporation ("Association").

WHEREAS, Barrow County desires to have an organization provide youth athletic programs on facilities owned and operated by the County and the Association desires to provide such programs;

NOW, THEREFORE, in consideration of the mutual benefits flowing to each party, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Premises. The County will permit the Association to use the Premises described on Exhibit "A-Victor Lord Park" attached hereto and incorporated herein by this reference, subject to the terms and conditions contained herein, as well as the Policies and Procedures contained in the Barrow County current Athletic Association Manual, and any Facility Permit issued per season by the County in conjunction with this Agreement, all of which are incorporated into this Agreement by this reference.

2. Term. The term of this Agreement shall commence as of the date first appearing above and shall be for an initial term of twelve (12) months from said date (the "Initial Term"). The Initial Term shall automatically renew for additional twelve (12) month terms, unless otherwise terminated by the County.

Notwithstanding the foregoing, this Agreement shall not be construed so as to prohibit or otherwise impede the County from exploring and/or implementing alternative methods of management and operation of the Premises.

3. Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days written notice to the other party. The Association understands and agrees that the violation of any of the terms of this Agreement may result in action against the Association, up to and including immediate termination of this Agreement.

4. Use of Premises. The Premises will be used solely for the purposes of providing youth athletic programs to the public, as more particularly set forth in Exhibit "A." The Association shall operate and maintain the Premises in a safe manner and in accordance with this Agreement and all applicable federal, state, and local regulations and ordinances and in such a manner so as not to create a nuisance or trespass.

The County reserves the right to cancel any scheduled activity on the Premises when it determines that such use could potentially cause unsafe conditions for the Association, spectators, or general public, and/or damage to the facility or grounds. Further, the County maintains the authority to close a County facility, including the Premises, at any time it deems it to be in the best interest of the public.

The County also has the right to administratively review any complaints regarding the Association and its use of the Premises and to access the property for inspection purposes as needed.

5. Documents to be provided. In accordance with the schedules found in the Policies and Procedures Manual, the Association must annually furnish to the County copies of the following information:

A. Proof of liability insurance in accordance with the requirements set forth in Exhibit "B" attached hereto and incorporated herein by this reference,

B. A copy of Secretary of State's certification as a registered non-profit organization,

C. The Organization's By-laws,

D. Current list of all officers' name, addresses, and contact information; and

E. Proof of 501(c) (3) status.

6. Operations, Maintenance and Improvements. The Premises are provided to the Association on an "AS IS" basis and the County makes no representation, promise, or warranty as to the condition or suitability of the Premises for the Association's purposes. The Association shall not make alterations, modifications, or additions to the Premises without the prior written consent of the County. Such alterations, modifications or additions to the Premises shall become and remain County property. Placement of signage by the Association must be approved in advance by the County.

7. Duties of the County. The County agrees to:

A. Reserve, on a priority-use basis, times for practice, games, tournaments and special events at the Premises in accordance with the Facility Permit submitted by the Association and approved by the Parks and Recreation Division. The Facility Permit will list fields, times and days for all activities for the term of the Agreement. This Facility Permit may only be changed by written permission of the Parks and Recreation Division, in advance of the proposed changes(s).

B. With the exception of buildings or structures constructed or built by the Association, maintain the Premises, including athletic fields and surrounding facilities and grounds. These facilities include:

i. All turf areas, clay infields, fences, fence lines and bleachers.

ii. All irrigation systems and drainage systems.

iii. All ball field lighting systems.

iv. All buildings, including plumbing, electrical, mechanical and structural repairs, and routine custodial maintenance, with the exception of buildings or structures constructed or built by the association.

v. All surrounding areas, including parking areas and roads, grounds, picnic facilities and playgrounds.

C. Conduct routine inspections of the Premises for the purposes of maintenance and safety.

D. The County, upon written notice provided to the Association prior to the start of a season, may assess additional fees and charges against the Association including, but not limited to, fees related to utilities, concession stands, and non-resident fees.

E. Coordinate all annual maintenance (i.e. re-seeding, grading, aeration, fertilization, etc.) with the Association.

F. Consult with the Association regarding plans by the County to materially improve, renovate or alter the Premises. The County will continue to encourage cooperative efforts to improve the Premises.

G. Schedule use of the Premises at all other times not specified in this Agreement.

8. Duties of the Association. The Association, in consideration of the above, agrees to the following during the periods of priority use by the Association:

A. Provide full organization, administration and supervision of the athletic program listed herein, including scheduling of all practices, games, tournaments and special events.

B. Make the program available to the general public, ensuring general access to the public without regard to age, race, color, religion, national origin, sex, disability, school-cluster, or socio-economic standing.

C. Provide the necessary equipment for the provision of the program. Such equipment would typically include bases and pitcher's rubbers, goals, field marking items material, field marking machines, and any other equipment not considered a permanent structure affixed to the facility.

D. Develop and maintain any "special" improvements to the facility, such as grassed infields, batting cages, press boxes, sound systems, concession stand equipment and such.

E. Prepare and sell food and beverages from designated concession areas, should the Association so desire.

F. Abide by any and all municipal and county ordinances, all applicable State laws, and any and all policies of Barrow County and the Barrow County Parks and Recreation Division. This includes enforcement of the ban on smoking within County buildings.

G. To not knowingly allow any person to conduct any activity which is illegal.

H. Monitor and accept responsibility for the conduct of all participants and spectators.

I. Not erect any signs, poles, tents or any structure without prior approval of the Barrow Parks and Recreation Division.

J. Remove all litter from field areas, dug-outs and surrounding grounds daily. Collect all trash from concession areas and deposit in trash dumpsters daily.

K. Assume responsibility for security of the premises when keys are provided to the Sponsor by the County.

L. Provide the Barrow Parks and Recreation Division with written reports, for the purpose of tracking the number of participants in each program they offer.

Failure of the County to insist upon strict performance of any term or condition of this Agreement shall not be a waiver of any right or remedy the County may have and shall not be a waiver of any subsequent breach of terms or conditions.

9. Indemnification and Immunity. The Association shall indemnify, defend and hold harmless the County, its agents, employees, and public officials from and against any and all claims, damages, losses and liabilities attributable to the negligence of the Association, its agents, contractors or employees or to the use and occupancy of the Premises by the Association, its agents, employees and invitees.

Nothing within this Agreement shall be construed as a waiver of governmental immunity by the County, its agents, employees or public officials.

10. No Assignment. The Association shall not assign this Agreement or any interest hereunder without the prior written consent of the County.

11. Modification. This Agreement may be modified only by a written agreement between the County and the Association.

12. No Interest Created. This Agreement is not intended by the parties to convey any property interest in the Premises to the Association and the Premises shall at all times remain solely the property of the County.

13. Independent Contractor. The parties acknowledge that the Association is considered to be an independent contractor for the purposes of this Agreement and that no partnership between the parties is intended by this Agreement.

14. Notice. Any and all notice or other communication required or permitted by this Agreement shall be in writing, signed by the party giving the notice or its attorney and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States Mail, certified with return receipt requested, postage prepaid addressed to the parties at the address below:

A. If to the County, at Barrow County Department of Leisure Services 82 Maynard Street, Winder, GA 30680

B. If to the Association, at or to such other address or addresses as may hereinafter be designed by notices provided herein.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

16. Entire Agreement. This Agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding.

By execution of their signatures below, the undersigned hereby agree to abide by the provisions contained herein and attached hereto certify that they are authorized and empowered to legally bind their organization.

ASSOCIATION:

Piedmont Soccer Academy, INC
____

By: Rich Reed ____

Name: Rich Reed

Title: President

WITNESS:

By: Kristin Reed
Kristin Reed (Feb 18, 2025 16:54 EST) ____

Name: Kristin Reed

Title: Executive Director

BARROW COUNTY:

By: ______________________________

Chairman

Attest: ____

County Clerk

EXHIBIT A

EXHIBIT B

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 03/23/2024 18:59:31

BUSINESS INFORMATION		
BUSINESS NAME	:	Piedmont Soccer Academy, Inc
CONTROL NUMBER	:	15083964
BUSINESS TYPE	:	Domestic Nonprofit Corporation
ANNUAL REGISTRATION PERIOD	:	2024

BUSINESS INFORMATION CURRENTLY ON FILE		
PRINCIPAL OFFICE ADDRESS	:	175 2nd Street, Winder, GA, 30680, USA
REGISTERED AGENT NAME	:	Brian Jackson
REGISTERED OFFICE ADDRESS	:	461 Cedar Ridge Dr, Winder, GA, 30680, USA
REGISTERED OFFICE COUNTY	:	Barrow

OFFICER	**TITLE**	**ADDRESS**
Aimee Keibler	Secretary	175 2nd Street, Winder, GA, 30680, USA
Ben Grzesik	CFO	175 Second Street, Winder, GA, 30680, USA
Rich Reed	CEO	175 2nd Street, Winder, GA, 30680, USA

UPDATES TO ABOVE BUSINESS INFORMATION		
PRINCIPAL OFFICE ADDRESS	:	175 2nd Street, Winder, GA, 30680, USA
REGISTERED AGENT NAME	:	Rich Reed
REGISTERED OFFICE ADDRESS	:	62 Grand Oaks Dr, Bethlehem, GA, 30620, USA
REGISTERED OFFICE COUNTY	:	Barrow

OFFICER	**TITLE**	**ADDRESS**
Jessica Newsome	CFO	175 Second Street, Winder, GA, 30680, USA
Rich Reed	CEO	175 2nd Street, Winder, GA, 30680, USA
Ben Grzesik Reed	Secretary	175 2nd Street, Winder, GA, 30680, USA

AUTHORIZER INFORMATION		
AUTHORIZER SIGNATURE	:	Rich Reed
AUTHORIZER TITLE	:	Officer

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
IRS P.O. Box 2508
Cincinnati, OH 45201

PIEDMONT SOCCER ACADEMY INC
175 2ND STREET
WINDER, GA 30680

Date:
08/04/2022
Employer ID number:
47-4652281
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
July 22, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053607001082

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen a. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

PIEDMONT SOCCER ACADEMY

AUDITED FINANCIAL STATEMENTS

SEPTEMBER 30, 2024

Table of Contents

Etiendem LLC

Etiendem LLC
Certified Public Accountant
11357 Nuckols Rd #2113
Glen Allen, VA 23059
Tel: +1 (804) 807-4602
Email: bmbecha@etiendemcpa.com

Independent Auditor's Report

To the Board of Directors
Piedmont Soccer Academy
P.O. Box 90
Bethlehem, Georgia 30620

Report on the Audit of Financial Statements

Opinion

I have audited the financial statements of Piedmont Soccer Academy, a not-for-profit organization, which comprise the statement of financial position as of September 30, 2024, and the related statements of cash receipts and disbursements, and statement of functional expenses from July 1, 2024, to September 30, 2024, and the related notes to the financial statements prepared in accordance with the cash-basis of accounting.

In my opinion, the accompanying financial statements present fairly, in all material respects, the assets and liabilities arising from cash transactions of Piedmont Soccer Academy as of September 30, 2024, and its revenue collected, and expenses paid during July 1, 2024, to September 30, 2024, in accordance with the cash basis of accounting described in Note 1.

Basis for Opinion

I conducted my audit in accordance with auditing standards generally accepted in the United States of America (GAAS). My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. I am required to be independent of Piedmont Soccer Academy, and to meet my other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Emphasis of Matter — Basis of Accounting

I draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. My opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Piedmont Soccer Academy's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Piedmont Soccer Academy's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Glen Allen, Virginia
November 23, 2024

Piedmont Soccer Academy

Statement of Financial Position
As of September 30, 2024

Assets		
Current assets:		
Cash and cash equivalents(Note 2)	$	51,526
Total assets		51,526
Liabilities and Net Assets		
Liabilities	$	-
Total liabilities		-
Net Assets:		
Without donor restriction		51,526
Total net assets		51,526
Total liabilities and net assets	$	51,526

See accompanying notes to the financial statements.

Piedmont Soccer Academy

Statements of Cash Receipts and Disbursements
For the Year Ended September 30, 2024

Cash received from support activities:	
Sales	$ 72,084
Corporate and Foundation grants	1,100
Total cash received from support activities	73,184
Cash received from other sources:	
Total cash received from other sources	-
TOTAL CASH RECEIVED	**73,184**
Cash disbursed:	
Program	36,767
Management & general	14,032
TOTAL CASH DISBURSED	**50,799**
Excess of revenue collected over expenses paid	**22,385**
Cash and cash equivalents, as of July 1, 2024	29,141
Cash and cash equivalents, end of year	$ 51,526

See accompanying notes to the financial statements.

Piedmont Soccer Academy

Statement of Functional Expenses
For the Year Ended September 30, 2024

	Program	Management and General	Total
Accounting & Professional fees	$0	$650	$650
Supplies	-	2,970	2,970
office Expense	-	9,793	9,793
Salary & Wages	4,277	-	4,277
Club Gift	-	54	54
Office Supplies	-	215	215
Board Credit Refund	-	170	170
Coach Pay	29,562	-	29,562
Concessions	-	150	150
Food	-	30	30
Referee Pay	1,338	-	1,338
Tournament Fee	1,070	-	1,070
Tournament Pay	520	-	520
Total	$36,767	$14,032	$50,799

See accompanying notes to the financial statements.

Piedmont Soccer Academy

Notes to the Financial Statements
Cash-Basis

Note 1—Summary of Significant Accounting Policies

ABOUT US

We prioritize the growth and development of each player, focusing on skill enhancement, understanding of the game, and fostering a lifelong love for soccer. Our "Player First" approach ensures personalized attention and balanced competition.

We are committed to providing opportunities for all children, regardless of their financial background. Through scholarships and community support, we strive to make soccer accessible to every child in Barrow County and beyond.

We aim for excellence in all our programs, from our developmental leagues to our academy and select-level teams. Our goal is to prepare players for collegiate and professional opportunities while instilling a strong work ethic and a passion for the sport.

We believe in the power of sports to bring communities together. By partnering with local schools and organizations, we create a supportive network that benefits our players and their families. We work to positively impact our community by providing a constructive outlet for youth.

We promote a culture of integrity, respect, and sportsmanship. Our players, coaches, and staff are expected to uphold these values on and off the field, fostering an environment of mutual respect and ethical behavior.

We recognize the importance of role models in shaping young lives. Our coaches and staff are dedicated to mentoring our players, teaching them the values of teamwork, perseverance, and leadership.

We emphasize the importance of physical fitness and a healthy lifestyle. Our programs are designed to enhance the physical, mental, and emotional well-being of our players, encouraging them to adopt healthy habits that extend beyond the soccer field.

Soccer is not just about the game; it's about life skills. We aim to teach our players valuable lessons in discipline, time management, and goal setting that will benefit them throughout their lives.

Basis of accounting

The Association's financial statements have been prepared on the cash-basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (GAAP). The cash-basis of accounting differs from

GAAP primarily because revenues are recognized when received rather than when earned and expenses are recorded when paid rather than when incurred. The financial statements therefore present only cash and cash equivalents and changes therein in the form of cash receipts and disbursements.

Cash and cash equivalents

The Association considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. As of September 30, 2024, cash and cash equivalents include the following:

Checking	Savings	Total
30,307	21,219	51,526

Net assets

Net assets are classified based on the existence or absence or donor-imposed restrictions. Net assets are defined as follows:

Net assets without donor restrictions - net assets not subject to donor-imposed stipulations, and therefore, are expendable for operating purposes.

Net assets with donor restrictions - net assets subject to donor-imposed stipulations that will be met by actions of the Association and/or by the passage of time.

Revenues are reported as increases in net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets unless their use is restricted by donor stipulation or law.

As of September 30, 2024, all the Association's net assets were unrestricted.

Functional expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Functional Expenses. Supporting Services include those expenses that are not directly identifiable with any specific function but provide for the overall support and direction of the organization. Indirect expenses have been allocated based on total direct expenses.

Income tax

The Association is exempt from federal and state income taxes under Internal Revenue Code Section 501(c)(7). Accordingly, no provision for income taxes has been made in the financial statements.

Uncertain Tax Positions

Federal and state income tax returns for the year 2022 to date are subject to examination by taxing authorities. Tax authorities are granted a three-year window to highlight any mistakes that may have been found on a previously filed tax return. They can request additional tax payments during this time or perform any type of audit or examination of the taxes as they see fit.

Subsequent Events

Management has evaluated subsequent events through November 23, 2024, which is the date the financial statements were available to be issued and noted nothing that require disclosure.

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 2/1/2024

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 LIC #40558248 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis MN 55401	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 612-345-9683 **FAX (A/C, No):** **E-MAIL ADDRESS:** certificates@playershealth.com
INSURED Georgia State Soccer Association, Inc. 2323 Perimeter Park Dr. Atlanta GA 30341	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Everest National Insurance Company	10120
INSURER B :	Great American Insurance Company	16691
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 86861 **REVISION NUMBER:** 1

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: PER EVENT	Y		SI8ML03099-231	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ EXCLUDED
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							PARTICIPANT LEGAL LIAB	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			SI8ML03099-231	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (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	$
B	Accident Medical			E426836-02	9/1/2023	9/1/2024	PER INJURY LIMIT	$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate issued for sanctioned acticivities of the state soccer association.

Certificate Holder is Additional Insured as required by written agreement per policy endorsement ECG 20 600 05 09. This certificate is issued on behalf of:

Piedmont Soccer Academy - Barrow

CERTIFICATE HOLDER	CANCELLATION
Barrow County Board of Commissioners 30 N. Broad St. Winder GA 30680	**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

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your operations for an additional insured.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or

2. The Limits of Insurance provided by this Coverage Part.

D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **a. Primary Insurance of 4. Other Insurance** of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

Binder Number: **EPPE915271**

Binder Type: **NEW BUSINESS**

Binder Term: from **10/24/2024** to **10/24/2025**

GREAT AMERICAN INSURANCE GROUP

THIS CERTIFIES THAT, pending the issuance of a Policy and/or endorsements in the form described below, **GREAT AMERICAN INSURANCE CO.,** on behalf of itself or its subsidiaries, is binding coverage described as follows:

1. **INSURED**: PIEDMONT SOCCER ACADEMY, INC.
175 2ND ST
Winder, GA 30620

2. **LIMIT OF LIABILITY**: (Defense Costs Outside):
$1,000,000 Aggregate Limit of Liability for the Policy Period for all Claims other than Employment Practices Claims and Fiduciary Claims
Shared Aggregate Limit of Liability for the Policy Period for all Employment Practices Claims
Not Purchased Aggregate Limit of Liability for the Policy Period for all Fiduciary Claims

3. **RETENTIONS:**

$0	Insuring Agreement A:	Each Claim
$0	Insuring Agreement B/C:	Each Claim

4. **PREMIUM**: $ 693
Act of Terrorism Premium $ 0.00

5. **POLICY FORM / TYPE**: D16100-G - Non-Profit Executive Protection and Employment Practices

6. **ENDORSEMENTS**: As outlined in Quotation No. **AN3260167** dated **10/21/2024**, and modifications as listed below (if any):
None

7. **OUTSTANDING CONDITIONS**: Unfulfilled conditions as outlined in Quotation No. **AN3260167** dated **10/21/2024**, and additions/modifications as listed below (if any):
None

Great American Insurance Company reserves the right to modify the final Policy terms and conditions upon underwriting review of any information received. It is expressly stipulated that except as otherwise provided herein the coverage provided by this Binder is subject to all of the terms and conditions of the Policy regularly issued by the GREAT AMERICAN INSURANCE CO. in the state in which the entity referred to in Item 1 of this Binder is located, which Policy is hereby made a part hereof. This Binder shall terminate automatically, and will be replaced by the issuance of a Policy and/or Endorsements by GREAT AMERICAN INSURANCE CO..

If subsequent to the date of the quotation No **AN3260167,** but prior to the effective date of the Binder (see **Binder Term** above) there is a material adverse change In the condition of the Proposed Insured or an event which could materially change the underwriting evaluation of the Proposed Insured, then, at GREAT AMERICAN INSURANCE CO. option, this Binder may be rescinded and declared null and void.

GREAT AMERICAN INSURANCE CO.

Etiendem CPA
Certified Public Accountant
Nuckols Rd #2113
Glen Allen, VA 23059
Tel: +1 (804) 807-4602
Email: bmbecha@etiendemcpa.com
Website: www.etiendemcpa.com

October 14, 2024

The Board of Directors
Piedmont Soccer Academy
P.O. Box 90
Bethlehem, Georgia 30620

President and Secretary:

This letter confirms your acceptance and understanding of my engagement to audit the financial statements of Piedmont Soccer Academy (the Organization) every year, including my responsibility as auditors, management's responsibilities, and the nature and limitations of the engagement.

Scope and Objective of the Audit

I will audit the Organization's statement of financial position as of the fiscal year end, and related statements of activities, functional expenses, and cash flows for the years then ended and the related notes to the financial statements. The objective of my audit is the expression of an opinion about whether the financial statements are fairly presented in all material respects, in accordance with accounting principles generally accepted in the United States of America.

Responsibilities of the Auditor

I am responsible for performing the audit in accordance with U.S. generally accepted auditing standards (GAAS). Those standards require that I plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the Organization's management, as well as evaluating the overall presentation of the financial statements.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. My responsibility as auditors is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditors.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, financial institutions, and attorneys, which may bill you for their response.

My audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, I am responsible for communicating to you and those charged with governance any internal control–related matters that are required to be communicated under Statements of Auditing Standards. At the conclusion of my audit, I will also request certain written representation from you about the financial statements and related matters.

Benedict E. Mbecha, CPA is the engagement partner responsible for supervising the engagement and signing the report.

If require, I will also prepare the Organization's federal, state, and local (as applicable) income tax returns. My tax preparation services do not include any procedures designed to identify errors or fraud, should they exist. You have the final responsibility for the tax return and should review it carefully before you sign and file it.

My engagement may include other non-attest services such as proposing standard, adjusting, or correcting journal entries to your financial statements, or preparation of the financial statements. You are responsible for reviewing all non-attest services and the impact they have on the financial statements.

My professional standards require that I remain independent with respect to my audit clients, including those situations when I also provide non-attest services, such as those identified above. As a result, you accept the responsibilities set forth below related to my performance of non-attest service as a part of this management:

- Assume all management responsibilities.
- Oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

It is my understanding that Rich Reed, who understands the services to be performed sufficiently to satisfy management's responsibilities for oversight related to the non-attest service(s), has been designated by the Organization to oversee the non-attest services. If any issues or concerns in this area arise during the course of my engagement, I will discuss them with you prior to continuing with the engagement.

Limitations of the Audit

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may remain undetected exists, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. However, I will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that I have identified during the audit.

My audit cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations that may exist. However, I will inform the Organization of any material errors, fraud, or noncompliance with laws and regulations that come to my attention, unless they are clearly inconsequential.

The timing of my audit will be scheduled for performance and completion within 30 days.

Management's Responsibilities

Management is responsible for the following:

- The preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- Providing us with:
  - — Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - — Additional information that I may request from management for the purpose of the audit; and

— Unrestricted access to persons within the entity from whom I determine it necessary to obtain audit evidence;

- For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor.
  - Making all financial records and related information available to us;
  - The Organization's financial statements and the selection and application of accounting policies;
  - Establishing and maintaining effective internal controls over financial reporting;
  - Designing and implementing programs and controls to prevent and detect fraud;
  - Identifying and ensuring that the Organization complies with the laws and regulations applicable to its activities;
  - Adjusting the financial statements to correct material misstatements and for affirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole;
  - Informing us about all known or suspected fraud affecting the Organization involving (a) management, (b) employees who have significant roles in internal control, and (c) others, where the fraud could have a material effect on the financial statements;
  - Informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, regulators, or others;
  - Informing us of any events occurring subsequent to the financial statement date and prior to my report date that may affect the financial statements or the related disclosures thereto;

  - Informing us of any subsequent discovery of facts that may have existed as of the date of my auditors' report that may have affected the financial statements or the related disclosures thereto; and
  - Confirming your understanding of these responsibilities as defined in this letter to us in your management representation letter.
- For the accuracy and completeness of all information provided.

At the conclusion of the engagement, management will be required to provide us with a letter that confirms certain representations made during the audit.

I understand that your employees will prepare all confirmations I request and will locate any documents or support for any other transactions I select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to my firm, you agree to provide us with printers' proofs or masters for my review and approval before printing. You also agree to provide us with a copy of the final reproduced material for my approval before it is distributed.

During the course of the engagement, I may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Fees

I estimate that my fee for the audit will be $3,000. As all work will be completed remotely and the audit report will be delivered electronically, no out-of-pocket costs are anticipated. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, I will keep you informed of any problems I encounter. A retainer of $1,000 is necessary to begin planning this engagement, an invoice for which will be sent separately. The retainer is applied to the first billing. Invoices for subsequent billings will be rendered as work progresses and are payable on presentation.

Reporting

I will issue a written report upon completion of my audit of the Organization's financial statements. My report will be addressed to the board of directors of the Organization. I cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify my opinion, add an emphasis-of-matter or other-matter paragraph, or withdraw from the engagement. If my opinion is other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed an opinion, I may decline to express an opinion or to issue a report as a result of this engagement.

Other

The audit documentation is the property of Etiendem CPA and constitutes confidential information. However, I may be requested to make certain audit documentation available to Federal or State governments pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Etiendem CPA's personnel. Furthermore, upon request, I may provide copies of selected audit documentation to Federal or State governments. The Federal or State governments may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

I appreciate the opportunity to be of service to you. If you agree with the terms of my engagement as described in this letter, please sign below and return this letter to us. If you have any questions, please let us know.

Sincerely yours,

Benedict E. Mbecha CPA, MBA | Managing Member | Etiendem CPA |

RESPONSE:

This letter correctly sets forth the understanding of Piedmont Soccer Academy,

……………………

Name: Rich Reed
President

Yameka Campbell (Oct 29, 2024 11:41 EDT)
……………………

Name: Yameka Campbell
Treasurer

Piedmont Soccer Academy Audit engagement letter

Final Audit Report 2024-10-29

Created:	2024-10-29
By:	Rich Reed (rich@southernfamily.co)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIaPonImRhN7wwADclbFIC8lucBhfDqNa

"Piedmont Soccer Academy Audit engagement letter" History

Document created by Rich Reed (rich@southernfamily.co)
2024-10-29 - 3:21:18 PM GMT- IP address: 24.30.53.35

Document emailed to Yameka Campbell (yameka@piedmontsocceracademy.com) for signature
2024-10-29 - 3:21:26 PM GMT

Email viewed by Yameka Campbell (yameka@piedmontsocceracademy.com)
2024-10-29 - 3:40:43 PM GMT- IP address: 146.75.222.1

Document e-signed by Yameka Campbell (yameka@piedmontsocceracademy.com)
Signature Date: 2024-10-29 - 3:41:10 PM GMT - Time Source: server- IP address: 24.98.6.117

Agreement completed.
2024-10-29 - 3:41:10 PM GMT

GREAT AMERICAN INSURANCE GROUP

301 E. Fourth Street, Cincinnati, OH 45202

ExecPro sm

DECLARATIONS

for

Nonprofit Solution Insurance Policy

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

☒ Great American Insurance Company

Policy Number: EPPE915271 Policy Form Number: D16100-G

Item 1. Name of **Organization**: PIEDMONT SOCCER ACADEMY, INC.

Mailing Address: 175 2ND ST

City, State, Zip Code: Winder, GA 30620

Attn: Executive Director/President

Item 2. **Policy Period**: From 10/24/2024 *(Month, Day, Year)* To 10/24/2025 *(Month, Day, Year)*

(Both dates at 12:01 a.m. Standard Time at the address of the **Organization** as stated in Item 1)

Item 3. Aggregate Limit(s) of Liability for each **Policy Year**:

(a) $1,000,000 for all **Claims** other than C**laims** for **Employment Practices Wrongful Acts**.

(b) $10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).

(c) $1,000,000 for all **Claims** for **Employment Practices Wrongful Act**s. This limit is:

☒ part of and not in addition to the Limit of Liability provided for in 3(a).

☐ separate from and in addition to the Limit of Liability provided for in 3(a).

(d) $500,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Item 4. Retentions:

Insuring Agreement A:	$ 0	Each **Claim**
Insuring Agreements B and/or C:	$0	Each **Claim**

Item 5. Premium: Payable as follows:

$693

Item 6. Endorsements Attached:

D16354 D16546 D16548 D16712 (13) D16712 (14) D16714 (6) DTCOV IL7324

Item 7. Notices: All notices required to be given to the **Insurer** under this Policy shall be addressed to:

Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666

Item 8. Prior & Pending Litigation Date: 10/24/2024

These Declarations along with the completed and signed Proposal Form and Nonprofit Solution Insurance Policy, shall constitute the contract between the **Insureds** and the **Insurer**.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

NOTICE TO GEORGIA POLICYHOLDERS

NOTICE

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration

Policy Number: E915271

Countersigned by: ______________________________
Authorized Representative

Endorsement Effective Date: 10/24/2024

SPORTS PARTICIPANT EXCLUSION

It is understood and agreed that this Policy does not apply to any **Claim** made against any **Insured** based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving "**Brain Injuries**" actually, allegedly or potentially sustained by a "**Participant**" in any sports or athletic game, contest, event, exhibition or practice.

For purpose of this exclusion, the term "**Brain Injuries**" shall mean concussions, chronic traumatic encephalopathy or any other injury to the brain and any symptoms, conditions, disorders and diseases resulting therefrom, and the term "**Participant**" shall mean any past, present or future member of a team.

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration

Policy Number: E915271

Countersigned by: ____
Authorized Representative

Endorsement Effective Date: 10/24/2024

SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

It is understood and agreed that the following changes are made to the Policy:

1. Section III. is amended by the addition of the following:

   "**TCPA Wrongful Act**" shall mean any actual or alleged violation(s) of any federal, state or local laws or regulations pertaining to unsolicited or non-consensual communication, advertising or fundraising, through faxes, telephone calls, texting or any other medium, including, but not limited to the Telephone Consumer Protection Act;

   "**Statutory Damages**" shall mean any amounts imposed upon an **Insured** pursuant to the Telephone Consumer Protection Act of 1991 or any similar state or local law as such amounts relate to a **TCPA Wrongful Act**.

2. Section III.I.(1) is amended by the addition of the following:

   This section shall also not apply to **Statutory Damages**.

3. Section III.L. is amended by the addition of the following:

   Personal Injury Wrongful Act shall not include any **TCPA Wrongful Act**;

4. Section III.R. is amended by the addition of the following:

   Wrongful Act shall also mean **TCPA Wrongful Act**;

5. Section IV.D. is amended by the addition of the following:

   Part (3) of this exclusion shall also not apply to any **TCPA Wrongful Act**;

6. Section V. is amended by the addition of the following:

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration

Policy Number: E915271

Countersigned by: ______________________________
Authorized Representative

Endorsement Effective Date: 10/24/2024

SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

The **Insurer's** maximum aggregate liability for all **Loss** in connection with **Claims** made against any **Insured** for a **TCPA Wrongful Act** shall be $ 100,000 for each **Policy Year**, which amount is part of, and not in addition to, the maximum Limit of Liability shown in Item 3.(a) of the Declarations regardless of the number of **Claims** during such **Policy Year**.

In the event a **Claim** involves a **TCPA Wrongful Act** and a **Personal Injury Wrongful Act**, such **Claim** shall be considered a **Claim** for a **TCPA Wrongful Act** and shall be subject to the TCPA Sublimit of Liability.

7. Section V.C. is amended by the addition of the following:

   With respect to any **Claim** for a **TCPA Wrongful Act**, **Costs of Defense** incurred either by the **Insurer** or the **Insured** shall be considered **Loss** and, therefore, subject to the TCPA Sublimit of Liability and the Retention.

8. Item 3. of the Declarations is amended by the addition of the following:

   $ 100,000 TCPA Sublimit of Liability for **Claims** for any **TCPA Wrongful Act** for each **Policy Year**.

9. Item 4. of the Declarations is amended by the addition of the following:

   $ 1,000 Retention applicable to Insuring Agreements I.B. and I.C. for any **Claim** for **TCPA Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

It is understood and agreed that the following changes are made to the Policy:

AMENDMENT TO LIMIT OF LIABILITY

Additional A-Side Limit of Liability

It is understood and agreed that Section V. is amended by the addition of the following:

Notwithstanding anything in this Policy to the contrary, the Policy provides an Additional Limit of Liability dedicated for directors, trustees, officers, regents, governors and members of the Board of Managers. This Additional Limit of Liability shall be $ 1,000,000 , which amount is in addition to, and not part of, the aggregate Limit of Liability as set forth in Item 3. of the Declarations.

This Additional Limit of Liability is available solely for **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy, and:

(1) Any **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy shall first be paid under the aggregate Limit of Liability as set forth in Item 3. of the Declarations, and such Limit of Liability must be completely exhausted by payment of **Loss** under Section I.A., I.B., and/or I.C. of this Policy before **Loss** shall be paid under the dedicated Additional Limit of Liability, and

(2) The dedicated Additional Limit of Liability shall be excess of any insurance available that is specifically excess of this Policy, and such excess insurance must be completely exhausted by payment of **Loss** thereunder before the **Insurer** shall have any obligations to make payment on account of the dedicated Additional Limit of Liability

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration

Policy Number: E915271

Countersigned by: ______________________________
Authorized Representative

Endorsement Effective Date: 10/24/2024

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

TERRORISM TRAVEL REIMBURSEMENT FUNDS

1. Section III. is amended by the addition of the following:

   "**Certified Act of Terrorism**" shall mean an act that is certified by the Secretary of the Treasury in accordance with the provisions of the Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act.

   "**Emergency Travel Expenses**" shall mean hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight (48) hours of a **Certified Act of Terrorism**, and the increased amount incurred in air or train fare which may result from rescheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**.

2. Section VIII. is amended by the addition of the following:

   Terrorism Travel Reimbursement Fund

   In the event any current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period**, the **Insurer** shall reimburse the **Emergency Travel Expenses**. This coverage extension shall be subject to the Terrorism Travel Reimbursement Fund Limit of Liability stated below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

   $ 50,000 Aggregate Terrorism Travel Reimbursement Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. Provided the current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period** and provides written evidence of such amounts, the **Insurer** shall promptly reimburse such individual within thirty (30) days. Such notice and written evidence shall be provided to the **Insurer** by e-mailing the **Insurer** at: eldclaims@gaig.com.

WORKPLACE VIOLENCE COUNSELING FUND

1. Section III. is amended by the addition of the following:

   "**Workplace Violence Act**" shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm to others occurring at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

2. Section VIII. is amended by the addition of the following:

   Workplace Violence Counseling Fund

   In the event that a **Workplace Violence Act** occurs during the **Policy Period** and the **Organization** advises the **Insurer** of such **Workplace Violence Act**, the **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred for the emotional counseling of **Insured Persons**. This coverage extension is subject to the Workplace Violence Counseling Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

   $ 50,000 Aggregate Workplace Violence Counseling Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Workplace Violence Act** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

INCIDENT CRISIS FUND

1. Section III. is amended by the addition of the following:

   "**Crisis**" shall mean the public announcement that an **Incident** occurred at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

   "**Incident**" shall mean an accident or other event resulting in the death or **Serious Bodily Injury** to three or more persons.

   "**Serious Bodily Injury**" shall mean an injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

2. Section VIII. is amended by the addition of the following:

   Incident Crisis Fund

   The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from a **Crisis** during the **Policy Period**. This coverage extension is subject to the Incident Crisis Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

3. Item 3. of the Declarations is amended by the addition of the following:

   $ 50,000 Aggregate Incident Crisis Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Crisis** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

AMENDMENT TO PERSONAL PROFIT EXCLUSION

Section IV.A. is deleted and replaced with the following:

A. brought about or contributed to by:

(1) any **Insureds** gaining any personal profit, financial advantage or remuneration to which they were not legally entitled; or

(2) the deliberately fraudulent or criminal acts of any **Insureds**;

provided, however, this exclusion shall not apply unless and until there is a final non-appealable adjudication as to such conduct in the underlying proceeding.
This exclusion shall not apply to coverage provided under Insuring Agreement I.B.;

AMENDMENT TO OTHER INSURANCE EXCLUSION

Section IV.B. is amended by the addition of the following:

If this Policy includes coverage for any **Claim** for **Employment Practices Wrongful Acts**, such coverage shall be deemed primary over any similar coverage maintained either by the **Organization** or any **Subsidiary**.

AMENDMENT TO INSURED vs. INSURED EXCLUSION

Section IV.H. is deleted and replaced with the following:

H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim**, if such **Claim**:

(1) is for an **Employment Practices Wrongful Act** brought by an **Insured Person**;

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

(2) is brought by the receiver, conservator, creditors' committee, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;

(3) is brought or maintained derivatively, including any **Claim** brought or maintained under any federal, state, local or foreign whistleblower law or whistleblower provision of any law if the individual bringing such **Claim** is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**;

(4) is brought by any former director, officer, trustee, regent, or governor of the **Organization** or any **Subsidiary** who has not served in that capacity with the **Organization** or any **Subsidiary** for at least two (2) years prior to the commencement of such **Claim**, and is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**.

COSTS OF DEFENSE SUBLIMIT FOR BREACH OF EMPLOYMENT AGREEMENT CLAIMS

It is understood and agreed that the Policy is amended as follows:

1. Section IV.I. is deleted and replaced with the following:

   I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, provided, however, this exclusion shall not apply to:

   (1) employment-related obligations which would have attached absent such contract or agreement; or

   (2) **Costs of Defense** if such **Claim** is for any actual or alleged breach of an employment agreement and such coverage for **Costs of Defense** shall be subject to the Sublimit stated below.

2. Item 3. of the Declarations is amended by the addition of the following:

   $ 100,000 Sublimit for **Costs of Defense** for **Claims** for Breach of an Employment Agreement. This Sublimit is part of and not in addition to the Limit of Liability set forth in Item 3. of the Declarations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

AMENDMENT TO COSTS OF DEFENSE AND SETTLEMENTS

Section VI.B. is deleted and replaced with the following:

B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and eighty percent (80 %) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

100% COSTS OF DEFENSE ALLOCATION

Section VI. is amended by the addition of the following:

C. If a **Claim** made against any **Insured** includes both covered and uncovered matters, the **Insureds** and the **Insurer** recognize that there must be an allocation between insured **Loss** and uninsured loss, therefore, the **Insureds** and the **Insurer** shall allocate such amount as follows:

1. with respect to **Costs of Defense**, one hundred percent (100%) of all **Costs of Defense** which must otherwise be allocated as described above shall be allocated to the insured **Loss**; and

2. with respect to **Loss** other than **Costs of Defense**, the **Insurer** and the **Insureds** shall use their best efforts to agree upon a fair and proper allocation of such amounts between insured **Loss** and uninsured loss.

AMENDMENT TO SUBROGATION

Section IX.H. is deleted and replaced with the following:

H. In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless the exclusion set forth in Section IV.A. of the Policy applies to such **Insured Person**.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

INCONSISTENCY COVERAGE

Section IX. is amended by the addition of the following:

Inconsistency Coverage

In the event of an inconsistency between this endorsement, or a state amendatory endorsement, and any other endorsement attached to this Policy, the **Insurer**, as permitted by law, shall apply those terms and conditions which are more favorable to the **Insureds**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

DEFENSE COSTS SUBLIMIT FOR IMMIGRATION PRACTICES WRONGFUL ACTS

For purposes of coverage extended by this endorsement only, it is understood and agreed that the following changes are made to the Policy:

1. Section I. is deleted and replaced with the following:

   Section I. Insuring Agreement

   If during the **Policy Period** or **Discovery Period**, any **Claim** is first made against an **Insured** or any person for whom the **Insured** is legally responsible for an **Immigration Practices Wrongful Act**, the **Insurer** shall pay **Costs of Defense** subject to the Sublimit stated below.

   The **Insurer** has the right and duty to defend any **Claim** covered by the terms of this endorsement even if the allegations are groundless, false or fraudulent.

2. Section III. is amended by the addition of the following:

   "**Immigration Practices Wrongful Act**" shall mean any actual or alleged violation of the Immigration Reform and Control Act of 1986 (IRCA), any rule or regulations promulgated under IRCA, or any similar provisions of any federal, state, local or foreign law;

3. Section III.A. is deleted and replaced with the following:

   "**Claim**" shall mean:

   (1) a written demand for monetary or non-monetary relief made against any **Insured**; or

   (2) a civil, criminal, administrative or arbitration proceeding, including any appeals therefrom, seeking monetary or non-monetary relief and commenced by the service of a complaint or similar pleading, the return of an indictment, or the receipt or filing of notice of charges or similar document.

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration

Policy Number: E915271

Countersigned by: ______________________________
Authorized Representative

Endorsement Effective Date: 10/24/2024

DEFENSE COSTS SUBLIMIT FOR IMMIGRATION PRACTICES WRONGFUL ACTS

4. Section IV. is amended by the addition of the following:

   other than **Costs of Defense** subject to the Sublimit stated below, for an **Immigration Practices Wrongful Act**, provided, this exclusion shall not apply to any **Claim** alleging retaliation for the exercise of any rights under such immigration laws;

   for actual or alleged non-compliance with Social Security Administration (SSA) Employee Correction Requests (no-match letters) and/or Department of Homeland Security (DHS) Notice of Suspect Documents; and

   based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving any **Immigration Practices Wrongful Act(s)** known by either the person(s) who signed the Proposal Form(s) for this coverage or any past, present or future President, Executive Director, Chief Financial Officer, General Counsel or person with equivalent responsibility as of date stated in Item 8. of the Declarations.

5. Section V. is amended by the addition of the following:

   Sublimit for **Claims** for **Immigration Practices Wrongful Acts**

   The **Insurer's** Limit of Liability for all **Claims** for **Immigration Practices Wrongful Acts** shall be $ 250,000 . This Sublimit of Liability shall be part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations.

6. Section V.C. is deleted and replaced with the following:

   C. **Costs of Defense** incurred either by the **Insured** with the **Insurer's** consent or the **Insurer** shall be subject to the Retention stated in Item 4. of the Declarations for Insuring Agreements B and/or C and the Aggregate Limit of Liability stated in Item 3.(a) of the Declarations.

7. Section VI. is amended by the addition of the following:

   The Retention stated in Item 4. of the Declarations for Insuring Agreements B and/or C shall apply to each and every **Claim** for **Immigration Practices Wrongful Acts**.

Other than as stated above, nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy to which this endorsement is attached.

ABUSE AND MOLESTATION EXCLUSION

It is understood and agreed that Section IV. of the Policy is amended by the addition of the following:

based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

(1) actual or threatened abuse or molestation by anyone of any person; and/or

(2) negligent:

(a) hiring;
(b) retention;
(c) employment;
(d) supervision; or
(e) reporting to the proper authorities or failing to so report;

of any person(s) for whom an **Insured** is or ever was legally responsible and whose actual or alleged conduct would be excluded by (1) above. This exclusion shall apply with respect to any **Claim** for a **Wrongful Act**, including a **Third Party Wrongful Act**, if such **Claim** in any way relates to allegations of abuse or molestation. This exclusion shall not apply to a **Claim** for an **Employment Practices Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration

Policy Number: E915271

Countersigned by: ______________________________
Authorized Representative

Endorsement Effective Date: 10/24/2024

TERRORISM COVERAGE ENDORSEMENT
CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. the act resulted in insured losses in excess of $5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year in the aggregate and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rate allocation in accordance with procedures established by the Secretary of the Treasury.

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: $ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration | Policy Number: E915271

Countersigned by: ______________________________ | Endorsement Effective Date: 10/24/2024

Authorized Representative

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Insured: PIEDMONT SOCCER ACADEMY, INC.

Policy Period: 10/24/2024 to Policy Expiration

Policy Number: E915271

Countersigned by: ____
Authorized Representative

Endorsement Effective Date: 10/24/2024

POLICYHOLDER DISCLOSURE
OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% beginning on January 1, 2020, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

This coverage shall not apply to any commercial crime or errors & omissions coverages that may be included in this policy.

Terminating an employee?

Prior to any employee termination, call the hotline service number:

888-544-8320

Your insurance policy includes confidential telephone consultation on basic workplace employment topics via this toll-free number. Calls are handled by national law firm Jackson Lewis.

GREAT AMERICAN®
INSURANCE GROUP

ExecPro®

Nonprofit Solution

ExecPro®

Nonprofit Solution

Great American Insurance Group – Executive Liability Division
Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

Table of Contents

GREAT AMERICAN INSURANCE GROUP®

Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

THIS IS A CLAIMS MADE AND REPORTED POLICY. READ IT CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the company shown in the Declarations (a stock insurance company, hereinafter called the **Insurer**), including the statements made in the Proposal Form and subject to all terms, conditions and limitations of this Policy, the **Insured** and **Insurer** agree:

Section I. Insuring Agreements

A. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Insured Persons, Loss** and **Costs of Defense** resulting from such **Claim**, except for any **Loss** and **Costs of Defense** which the **Organization** or any **Subsidiary** actually pays as indemnification.

B. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary, Loss** and **Costs of Defense** resulting from such **Claim**, but only to the extent the **Organization** or any **Subsidiary** is required or permitted by law to indemnify the **Insured Persons**.

C. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against the **Organization** or any **Subsidiary** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary, Loss** and **Costs of Defense** resulting from such **Claim**.

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

Section II. Discovery Period

A. If this Policy is not renewed or is cancelled by the **Insurer**, for any reason other than non-payment of premium, then without any additional premium being required, the **Organization** shall receive an automatic ninety (90) day extension of the coverage granted by this Policy for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Automatic Discovery Period**. In addition, if prior to the end of the **Automatic Discovery Period**, the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Automatic Discovery Period** for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period.** This additional reporting period shall be referred to as the **Discovery Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

B. If this Policy is not renewed or is cancelled by the **Organization**, and if no later than sixty (60) days after the end of the **Policy Period** the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive a **Discovery Period** for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Policy Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

C. The fact that this Policy may be extended by virtue of the **Automatic Discovery Period** or **Discovery Period** shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the **Automatic Discovery Period** and the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.

Section III. Definitions

A. **"Claim"** shall mean:

(1) a written demand for monetary or non-monetary (including injunctive) relief made against any **Insured**;

(2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;

(3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document,

(4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document;

(5) any arbitration, mediation or similar alternative dispute resolution proceeding if any **Insured** is obligated to participate in such proceeding; or

(6) a written request to enter into an agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding.

In no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

B. "**Claimant**" shall mean:

(1) any past, present, and future **Insured Persons** or applicants for employment with the **Organization** or any **Subsidiary**;

(2) a government entity or agency, including but not limited to the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, when acting on behalf of or for the benefit of any individual in (1) above; or

(3) all persons who were, now are, or shall be independent contractors, but only to the extent such individuals perform work or services for or on behalf of the **Organization** or any **Subsidiary** and only to the extent such individuals are indemnified by the **Organization** or any **Subsidiary**.

C. **"Costs of Defense"** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation or defense of any **Claim**, including the costs of any appeal or appeal bond, attachment bond or similar bond (but without any obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include: (1) salaries, wages, overhead or benefit expenses associated with any **Insured Persons**, and (2) any amounts incurred in defense of any **Claim** which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.

D. **“Employed Lawyer Legal Services”** shall mean legal services provided by any **Insured Person** as an attorney, but only if such services are performed for the **Organization** or any **Subsidiary** and in the **Insured Person’s** capacity with the **Organization** or any **Subsidiary**. **Employed Lawyer Legal Services** shall not include legal services rendered by any **Insured Person** for any third party.

E. "**Employment Practices Wrongful Act"** shall mean any of the following acts related to employment, but only if alleged by or on behalf of a **Claimant**:

(1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
(2) misrepresentation;
(3) violation of employment laws;
(4) sexual or workplace harassment;
(5) discrimination;
(6) wrongful failure to employ or promote;
(7) wrongful discipline;
(8) wrongful deprivation of career opportunity including a wrongful failure to hire or promote;
(9) failure to grant tenure;
(10) negligent employee evaluation;
(11) retaliation;
(12) failure to provide adequate workplace or employment policies or procedures;
(13) defamation (including libel and slander);
(14) invasion of privacy;
(15) wrongful demotion;
(16) negligent reassignment;
(17) violation of any federal, state or local civil rights laws;
(18) negligent hiring;
(19) negligent supervision;
(20) negligent training;
(21) negligent retention; or
(22) acts described in (1) through (21) above arising from the use of the **Organization’s** or **Subsidiary’s** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization’s** or **Subsidiary’s** Internet, e-mail, telecommunication or similar systems.

F. **"Financial Insolvency"** shall mean the **Organization** becoming a Debtor in Possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Organization**.

G. **"Insured"** shall mean:

(1) the **Organization;**
(2) any **Subsidiary;**
(3) in the event of **Financial Insolvency**, the resulting Debtor in Possession (or foreign equivalent status), if any; and
(4) all **Insured Persons**.

H. **"Insured Persons"** shall mean all persons who were, now are, or shall be directors, trustees, officers, regents, governors, members of the Board of Managers, employees, leased employees, temporary or seasonal employees, interns, student teachers, substitute teachers, teaching assistants, volunteers or staff members of the **Organization** or any **Subsidiary**, including any executive board members and committee members whether salaried or not.

I. **"Loss"** shall mean settlements, judgments, pre-judgment and post-judgment interest, front and back pay, compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, and subject to the provisions of Section V and VI, **Costs of Defense** incurred by the **Insured**. **Loss** shall not include:

(1) criminal or civil fines or penalties imposed by law, or taxes (except for the 10% "excess benefit" tax assessed by the Internal Revenue Service against any **Insured Person** pursuant to 26 USC Section 4958 (a)(2));

(2) the value of tuition or scholarships, employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof; and

(3) any amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for compensatory, punitive, or exemplary damages or the multiple portion of any multiplied damage award.

J. **"Organization"** shall mean the entity named in Item 1 of the Declarations.

K. **"Outside Entity"** shall mean any not-for-profit corporation, community chest, fund or foundation that is not included in the definition of **Organization** or **Subsidiary** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any other entity organized for a religious or charitable purpose under any non-profit organization act or statute.

L. "**Personal Injury Wrongful Act"** shall mean any actual or alleged invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

M. **"Policy Year"** shall mean the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period. Any **Discovery Period** or **Automatic Discovery Period** shall be considered part of and not in addition to the last **Policy Year**.

N. **"Policy Period"** shall mean the period from the inception of this Policy to the expiration date stated in Item 2 of the Declarations or its earlier termination, if applicable.

O. **"Related Wrongful Acts"** shall mean **Wrongful Acts** which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

P. **"Subsidiary"** shall mean:

(1) any entity which qualifies as a not-for-profit organization under the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the **Organization** has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity as of the inception date of this Policy;

(2) any similar entity which was created or acquired by the **Organization** after the inception date of this Policy, if the entity's total assets do not exceed thirty-five percent (35%) of the total consolidated assets of the **Organization** as of the inception date of this Policy; or

(3) any other entity added as a **Subsidiary** by written endorsement to this Policy.

Coverage shall apply to a **Subsidiary** only for **Wrongful Acts** allegedly committed during the time such entity qualified as a **Subsidiary.**

Q. **"Third Party Wrongful Act"** shall mean:

(1) actual or alleged discrimination against a third party based upon such third party's race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status protected pursuant to any applicable federal, state, or local statutory law; or

(2) actual or alleged sexual harassment, including unwelcome sexual advances against, or requests for sexual favors of, a third party; or

(3) actual or alleged civil rights violations against a third party related to (1) or (2) above.

R. **"Wrongful Act"** shall mean:

(1) any of the following by the **Organization,** and/or any **Subsidiary**, and/or any **Insured Persons** acting in their capacity with the **Organization** or a **Subsidiary**:

(a) actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty;

(b) actual or alleged error or omission in the rendering of or the failure to render **Employed Lawyer Legal Services;**

(c) **Employment Practices Wrongful Act**;

(d) **Personal Injury Wrongful Act;** or

(e) **Third Party Wrongful Act**;

(2) any matter claimed against any **Insured Person** solely by reason of their status with the **Organization** or any **Subsidiary**; or

(3) any matter claimed against any **Insured Person** arising out of their service as directors, trustees, officers, regents, governors, or member of the Board of Managers of an **Outside Entity**, but only if such service is at the request of the **Organization** or any **Subsidiary**.

Section IV. Exclusions

This Policy does not apply to any **Claim** made against any **Insured**:

A. brought about or contributed to by: (1) any **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; or (2) the deliberate fraudulent or criminal acts of any **Insured**; however, this exclusion shall not apply unless it is finally adjudicated such conduct in fact occurred, nor shall it apply to coverage provided under Insuring Agreement I.B.;

B. to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise. It is further understood and agreed that coverage for all **Claims** for **Personal Injury Wrongful Acts** shall be specifically excess of any similar coverage provided by the **Organization's** General Liability Policy.

C. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

(1) any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement; or

(2) any civil, criminal, administrative or investigative proceeding involving any **Insured** pending as of or prior to the date stated in Item 8 of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;

D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act, Personal Injury Wrongful Act**, or **Third Party Wrongful Act**;

E. for any actual or alleged violation by any **Insured** of the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act or any rules or regulations promulgated under these acts or any similar provisions of any federal, state, local or foreign law, except a **Claim** alleging retaliation for the exercise of any rights under such laws;

F. for any **Wrongful Act** of any **Insured Persons** in their respective capacity as a director, officer, trustee, regent, governor, member of the Board of Managers, or equivalent position of an entity other than the **Organization**, any **Subsidiary**, or **Outside Entity**;

G. based upon, arising out of, relating to, directly or indirectly resulting from or inconsequence of, or in any way involving actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, provided, however, this exclusion shall not apply to coverage provided under Insuring Agreement I.A.;

H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim** brought by the receiver, conservator, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;

I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, except for employment related obligations which would have attached absent such contract or agreement;

J. other than **Costs of Defense**:

(1) for any obligation of the **Organization** or any **Subsidiary**, as a result of a **Claim**, seeking relief or redress in any form other than money damages, including but not limited to any obligations of the **Organization** or any **Subsidiary** to modify any building or property; or

(2) for any obligation of the **Organization** or any **Subsidiary** to pay compensation earned by any **Insured Person** in the course of employment, but not paid by the **Organization** or any **Subsidiary**, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days, provided, however, this exclusion shall not apply to front pay and back pay; or

(3) for any actual or alleged violation by any **Insured** of the Fair Labor Standards Act or any similar state or local law, provided, however, this shall not apply to the Equal Pay Act. **Costs of Defense** provided pursuant to this section, J.(3), shall be subject to the FLSA Defense Sublimit of Liability stated in Item 3(d) of the Declarations, if any;

K. for any obligations under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided, however this exclusion shall not apply to a **Claim** for an **Employment Practices Wrongful Act** involving retaliation with regard to benefits paid or payable;

L. for the performance of or failure to perform psychological, counseling, financial counseling/advisory, legal (except **Employed Lawyer Legal Services)**, arbitration, insurance or investment advisory services or referrals, if brought by or on behalf of any individual and/or entity for whom such services were, now are, or shall be performed;

M. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving infringement of any patent or misappropriation of trade secrets, provided, however, this exclusion shall not apply to copyright or trademark infringement;

With respect to this section of the Policy, no fact pertaining to or conduct by any **Insured Person** shall be imputed to any other **Insured Person**; and only facts pertaining to or conduct by any past, present, or future Executive Director, President, or Chairman of the **Organization** shall be imputed to the **Organization** or any **Subsidiary** to determine if coverage is available.

Section V. Limits of Liability and Retention

A. The **Insurer** shall be liable to pay one hundred percent (100%) of **Loss** in excess of the Retention stated in Item 4 of the Declarations. The **Insurer's** maximum Limit of Liability for the aggregate amount of **Loss** resulting from all **Claims** deemed to have been made in a **Policy Year** shall be shown in Item 3 of the Declarations.

B. One Retention shall apply to each and every **Claim**. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims**, constituting a single **Claim**, shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Act** was reported under this Policy or any other policy providing similar coverage.

C. **Costs of Defense** incurred by the **Insurer** shall be in addition to the Limit of Liability, and such **Costs of Defense** shall not be subject to the Retention amount. If **Costs of Defense** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defense** shall be considered **Loss** and thus subject to the Limit of Liability and Retention.

D. With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more of such **Claims,** the **Insurer's** duty to defend shall cease and any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished and the **Insurer** shall have no further obligations.

E. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, regardless of whether actual indemnification is granted. The certificate of incorporation, charter or other organizational document of the **Organization**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** to the **Insured Persons** to the fullest extent permitted by law.

Section VI. Costs of Defense and Settlements

A. The **Insureds** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insureds** shall provide the **Insurer** with full cooperation and all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the **Insurer's** consent shall not be covered hereunder.

B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

Section VII. Notice of Claim

A. The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President, Executive Director, Chief Financial Officer, General Counsel, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.

B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured.**

C. In addition to furnishing the notice as provided in Section VII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.

D. Notice to the **Insurer** as provided in Section VII A or B shall be emailed to **ELDClaims@gaig.com** or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666.**

Section VIII. Coverage Extensions

A. **Spousal/Domestic Partner Provision**

The coverage provided by this Policy shall also apply to the lawful spouse or “Domestic Partner” of any **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**. The term “Domestic Partner” shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

B. **Worldwide Provision**

The coverage provided under this Policy shall apply worldwide. The term **Insured Persons** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

C. **Estates and Legal Representatives**

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives, or assigns of any **Insured Persons** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Persons**.

D. **Donor Data Loss Crisis Fund**

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from donor information that is lost or stolen during the **Policy Period** and reported to the **Insurer** pursuant to the terms of this Policy, not to exceed the Donor Data Loss Crisis Fund Sublimit of Liability stated in Item 3(b) of the Declarations, if any. No Retention shall apply to this coverage extension.

Section IX. General Conditions

A. **Cancellation or Non-Renewal**

(1) This Policy may be cancelled by the **Organization** at any time by written notice to the **Insurer**. In the event the **Organization** cancels this Policy for reasons other than the downgrade of the **Insurer’s** rating by A.M. Best, the **Insurer** shall retain the customary short rate portion of the premium. However, if the **Organization** cancels the Policy due to a downgrade of the **Insurer’s** rating to below [A-] by A.M. Best, the **Insurer** shall refund any unearned premium on a pro rata basis. Payment of any unearned premium by the **Insurer** shall not be a condition precedent of the effectiveness of cancellation but such payment shall be made as soon as practicable.

(2) This Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Organization** with at least sixty (60) days advance notice thereof.

B. Proposal Form

It is agreed the particulars and statements contained in Proposal Forms submitted to the **Insurer** (and any material submitted therewith) are the representations of the **Insured** and are to be considered as incorporated in and constituting part of this Policy. It is also agreed this Policy is issued in reliance upon the truth of such representations. However, coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except:

(1) as to any **Insured Person** making such untrue statement or having knowledge of its falsity; or

(2) as to the **Organization** and any **Subsidiary**, if the person(s) who signed the Proposal Form(s) for this coverage or any **Insured Person** who is or was a past, present or future Chief Financial Officer, President, or Executive Director of the **Organization** made such untrue statement or had knowledge of its falsity.

In no event shall Insuring Agreement I.A. of this Policy be rescinded by the **Insurer**.

C. Outside Entity Provision

In the event a **Claim** is made against any **Insured Persons** arising out of their service as a director, officer, trustee, regent, governor, or member of the Board of Managers of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, trustees, officers, regents, governors, member of the Board of Managers, or natural person general partners.

In the event Great American Insurance Group provides Directors' and Officers' Liability Insurance for the **Outside Entity**, all **Loss** incurred from all **Claims** submitted under this Policy and the **Outside Entity's** Policy (hereinafter referred to as **Respective Policy(ies)**), arising out of **Related Wrongful Acts**, shall be considered a single **Loss** and the maximum annual aggregate Limit of Liability shall not exceed, under the **Respective Policies**, the higher Limit of Liability between the **Respective Policies**, such Limit of Liability being part of, and not in addition to, the Limits of Liability of the **Respective Policies** previously referenced.

D. Order of Payments

In the event of **Loss** arising from a covered **Claim** for which payment is due under the provisions of this Policy, the **Insurer** shall first, pay **Loss** for which coverage is provided under Insuring Agreement I.A. of this Policy; and thereafter with respect to whatever remaining amount of the Limit of Liability is available after such payment, pay such other **Loss** for which coverage is provided under any other applicable Insuring Agreements in Section I of this Policy.

E. Merger or Acquisition

If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by merger or otherwise, and the acquired assets of such other entity exceed thirty-five percent (35%) of the assets of the **Organization** as of the inception date of the Policy, written notice thereof shall be given to the **Insurer** as soon as practicable, but in no event later than ninety (90) days from the effective date of the transaction, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**.

F. Conversion to Run-Off Coverage

If prior to the end of the **Policy Period**, the **Organization** merges into another organization and the **Organization** is not the surviving entity, another organization or person acquires the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of the **Organization**, or the **Organization** ceases to qualify as a not-for-profit organization under any federal, provincial and territorial legislation and/or the Internal Revenue Code (such events hereinafter referred to as **Transaction**), then:

(1) the **Organization** must give written notice of such **Transaction** to the **Insurer** within thirty (30) days after the effective date of such **Transaction**, and provide the **Insurer** with such information as the **Insurer** may deem necessary; and

(2) this Policy, including the **Discovery Period** if elected, shall apply, but only with respect to any **Wrongful Act** committed prior to the effective date of such **Transaction**.

G. Action Against the Insurer

(1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the **Insured's** obligation to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, those filing the claim, and the **Insurer**.

(2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against any **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

H. Subrogation

In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless, such **Insured Person**:

(1) has been convicted of a deliberate criminal act, or

(2) has been determined by a final adjudication adverse to the **Insured Person** to have committed a deliberate fraudulent act, or to have obtained any profit, advantage or remuneration to which such **Insured Person** was not legally entitled.

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

I. Conformity to Law

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

K. **Representative of the Insurer**

Great American Insurance Group, Executive Liability Division, Post Office Box 66943, Chicago, Illinois, 60666 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

L. **Organization Represents Insured**

By acceptance of this Policy, the **Organization** shall be designated to act on behalf of the **Insureds** for all purposes including, but not limited to, giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

M. **Entire Agreement**

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Proposal Forms submitted to the **Insurer** and any materials submitted therewith) and any written endorsements attached hereto constitute the entire agreement between the parties.

In witness whereof the **Insurer** has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the **Insurer**.

GREAT AMERICAN INSURANCE COMPANY®

President *Secretary*

List of PSA Board of Directors

Rich Reed - President
President@PiedmontSoccerAcademy.com
678-300-0771

Jessica Newsome - Vice President
Jessica@PiedmontSoccerAcademy.com
678-634-5736

Yameka Campbell - Treasurer
Treasurer@PiedmontSoccerAcademy.com
678-863-4151

Ben Grzesik - Director of Refs
Refs@PiedmontSoccerAcademy.com
770-344-7157

Ginger Danson - Select Age Group Coordinator
SelectAGC@PiedmontSoccerAcademy.com
706-202-7830

Joe Perno- Developmental Age Group Coordinator
Joe@PiedmontSoccerAcademy.com
678-878-1262

NEW
LOGO
HERE

BYLAWS

ARTICLE I (NAME)

The name of this organization shall be Piedmont Soccer Association (hereinafter referred to as PSA)

ARTICLE II (PURPOSE)

PSA is a 501(c)(3) non-profit youth organization that shall operate solely for charitable and/or educational purposes.

- To develop and promote the game of soccer within Barrow County and its surrounding counties;
- To provide the opportunity for fun and recreation through competition for all boys and girls who voluntarily participate in such a program;
- To develop player skills and knowledge of the game;
- To promote the ideals of sportsmanship and the principles of fair play;
- To provide a quality program at the lowest reasonable cost to the participants.

ARTICLE III (AFFILIATION)

PSA shall be affiliated with Barrow County Parks and Recreation, the Georgia State Soccer Association (GSSA), the United States Youth Soccer Association (USYSA) and the United States Soccer Federation (USSF) and shall at all times recognize the authority, rulings, and laws of those bodies.

ARTICLE IV (MEMBERSHIP)

1. Membership shall be granted to:

    - All registered players; the parent(s) or legal guardian(s) of said players; coaches; team managers; non-paid staff members and members of the Board of Directors who agree to abide by the Constitution, Bylaws and other writings of PSA.
    - Players 18 years of age or older who have self-registered are eligible to vote.
    - Players under the age of 18 are non-voting members.
    - Membership may be granted to anyone interested in becoming a member of PSA who does not fall under one of the above categories for an annual membership fee to be set by the Board on an annual basis.

2. Members shall pay all required fees as set by the Board of Directors. Said fees may be waived or reduced at the discretion of the Board of Directors.

3. The Board of Directors reserves the right to revoke or refuse membership to those, who by their actions demonstrate their inability or unwillingness to abide by the laws, rules and regulations of PSA.

ARTICLE V (VOTING MEMBERS)

1 Each member in good standing shall be entitled to one (1) vote at the Annual General Meeting and at other times as necessitated by this Constitution, Bylaws or other written documents of PSA

- A member is good standing shall be.
  - Any member as defined above who does not have any unresolved disciplinary actions with PSA,
  - Any member as defined above who does not have any delinquent* fees owed to PSA.

    **To be current and not delinquent, all club fees must be paid in full, an accepted payment plan is in place where no payments are overdue, the player is the recipient of a scholarship and does not owe any outstanding fees.*

2 Voting members must be of at least 18 years of age at the time of voting.

3 Any player 18 years of age or older who has self-registered

ARTICLE VI (BOARD OF DIRECTORS)

General Powers and Responsibilities

The Board of Directors (hereinafter "Board") of the Piedmont Soccer Association (hereinafter "PSA") shall transact the business of PSA. The Board shall have the authority to enforce the rules of the Georgia State Soccer Association (GSSA), United States Youth Soccer Federation (USYSF), United States Soccer Federation (USSF), FIFA and the Constitution and Bylaws of PSA

The Board shall manage the operation of PSA and shall implement PSA policy, rules and procedures

The Board shall promote and execute all duties necessary for the management of PSA.

The Board shall administer any disciplinary actions as recommended by the Disciplinary Committee

The Board shall have the right and authority to suspend, bar, or otherwise discipline any player, coach, manager, team assistant, Board member or any other person associated with the operation and management of PSA.

The Board shall be responsible for the overall financial state of the club The Board by majority vote will approve all expenditures of general funds exceeding two hundred fifty dollars ($250) Expenditures of general funds of less than two hundred fifty ($250) dollars shall require the approval of two (2) Board members. Checks shall be issued by the Treasurer and signed by the President and Vice President The Board by majority vote will approve all expenditures of concession funds outside of regular operational transactions

The Board will set registration fees, trainer fees, goal keeper trainer fees, conditioning trainer fees and all other fees, prices and costs to be incurred by members on an annual basis prior to the start of the fall season.

The Board shall ensure that all PSA documents are readily made available for membership review.

Members of the Board will be responsible for attending all board meetings. In the case of absence, the absent member shall notify the President or Vice President in advance of the meeting. Board members are encouraged to attend no less than nine (9) regularly scheduled Board meetings per year.

Powers and Duties of the President

- The President shall be the chief executive officer of the Club
- The President shall preside at all meetings of the Board of Directors and of the Voting Members
- The President shall have the overall responsibility of carrying out the policies of the Board in the administration and operation of the Club.
- The President will perform all duties as may be prescribed from time to time by the Board of Directors
- The President will review all board job descriptions on an annual basis.
- The President is an ex-officio member of all committees and shall serve as the liaison officer between PSA and the Georgia State Soccer Association and any of its affiliates.
- The President may create ad-hoc committees as deemed necessary to the needs of PSA and shall appoint members to such committees with the approval of the Board of Directors.
- The President shall execute all legal documents on behalf of PSA upon approval from the Board of Directors
- The President shall cast a vote only to break a tie vote of the Board of Directors
- The President shall be a signature on all checks made out in the name of the organization, which must include the Payee information prior to signing.

Powers and Duties of the Vice President

- In the absence of the President, the Vice-President shall preside at meetings of the Board of Directors. The Vice President shall chair all special events.
- The Vice President shall assume the duties of the President until the next Annual General Meeting following the resignation or inability of the President to perform the functions of that office.
- The Vice President shall serve as the chairperson of the Discipline and Protest Committee.
- The Vice President shall oversee all operations of PSA tournaments and jamborees
- The Vice President shall perform all other duties and obligations as assigned by the Board.
- The Vice President shall retain a vote while presiding at meetings in the absence of the President.
- The Vice President shall be a signature on all checks made out in the name of the organization, which must include the Payee information prior to signing

Powers and Duties of the Secretary

- The Secretary shall keep an accurate record of the proceedings of all scheduled PSA meetings, Board Member attendance and voting records are to be included
- The Secretary shall distribute the meeting minutes to each Board Member no later than seven (7) days after the meeting.
- The Secretary shall maintain a list of members in good standing and voting eligibility.
- The Secretary shall serve as the custodian of all official documents of PSA and shall be responsible for updating such documents as necessary.
- The Secretary shall secure a meeting location for all PSA meetings
- The Secretary shall be an authorized signer on all checks made out in the name of the organization in the absence of the President or Vice President.

Powers and Duties of the Treasurer

- The Treasurer shall have charge of general Club funds.
- The Treasurer shall collect and deposit the funds as required by the Board of Directors.
- The Treasurer shall pay out funds as authorized by the Board, and, where applicable, in accordance with approved contracts.
- The Treasurer shall maintain the Club checkbook and issue all checks made out in the name of the organization.

- The Treasurer shall obtain the required 2 signatures of the President and Vice President or Secretary for all checks made out in the name of the organization.
- The Treasurer shall submit a current bank statement and statement of the financial condition of PSA at any regular meetings of the Board of Directors and at the annual general meeting of the membership.
- The Treasurer shall assure PSA compliance with Internal Revenue Service rules and guidelines to maintain club status as a tax exempt organization under Section 501 (c)(3).

Powers and Duties of the Director of Communications

- The Director of Communications shall develop and maintain effective methods of communication to disseminate information from the Board to the general membership, to include social media, email, and texts on a monthly basis.
- Upon approval of the meeting minutes by the Board, the Director of Communications shall be responsible for posting the minutes on the PSA website.
- The Director of Communications shall manage the Age Group Coordinators ensuring that information is effectively and timely disseminated to the respective groups.
- The Director of Communications shall appoint as many Age Group Coordinators as he/she deems necessary.
- The Director of Communications shall oversee the maintenance and administration of the PSA web site ensuring its content is updated in a timely manner.
- The Director of Communications shall serve as PSA's volunteer coordinator.

Powers and Duties of the Member At Large

- The Member At Large shall assist the other Board members and may from time to time be assigned specific duties by the Board of Directors.
- The Member At Large shall serve as a Board liaison to any committee assigned by the President
- The Member At Large shall assist the Director of Communications in the maintenance and administration of the PSA web site.
- The Member At Large shall assist the Director of Communications in disseminating information to the general membership.

Powers and Duties of the Past President (Ex officio)

- The past President shall serve as an advisor to the current President.
- The past President shall perform other such duties as may be helpful to the Board.

Compensation

- No Board member will receive any stated salaries or other forms of compensation for their services except for discounts as outlined by the Registration & Fee policy.
- By resolution of the Board, any member may be indemnified for expenses and costs that are incurred as part of fulfilling his/her official duties as a member of the Board of Directors.
- Each Board Member along with his/her immediate family is prohibited from personally profiting from any transaction with PSA, Barrow County Parks and Recreation or any other vendor doing business with PSA unless selected as the "approved" vendor through a competitive bid process, excluding coaching and trainer fees.

Vacancies

Upon the death, removal, resignation or incapacity of any Board member, the President shall appoint a member to fill the vacated position. Upon Board approval by a simple majority vote, the appointee shall serve in his/her position until the next Annual General Meeting at which time the vacated position will be elected as per ARTICLE XIII (ELECTION OF BOARD MEMBERS)

If a Board member is removed from office during their term, they may not be elected to the Board, appointed as a committee chair or serve on a committee until three (3) calendar years have passed from the date of their removal

Limitations

No member of the Board shall serve in any governing capacity or serve as a coach, assistant coach, team manager or trainer for any other GSSA affiliated athletic association that offers a youth soccer program.

Removal

Any member of the Board may be removed from office by a majority vote of the General Membership's voting members at either the Annual General Meeting or a Special Meeting Notice of any intent to remove a Board Member must be provided to the entire Board and such member at least seven (7) days prior to any meeting where such vote may take place and must be signed by a majority of the General Membership's voting members.

Any member of the Board may be removed from office if seventy- five percent (75%) of the other Board Members determine that Cause exists to remove such member. Any notice of intent to remove such member for Cause shall be provided to him or her at least seven (7) days prior to any Board meeting where such removal vote may take place.

Cause for removal from office of a Board Member shall include: (1) gross or willful neglect of the duties of the office; (2) unauthorized expenditures, unauthorized signing of checks, or misuse of PSA funds; (3) misrepresentation of PSA or BCPR and its officers to outside persons; (4) indictment of a felony or a crime involving moral turpitude.

ARTICLE VII (MEETINGS)

Board of Director's Meetings

Regular meetings of the Board of Directors shall take place on a monthly basis with the following 2016-2017 schedule: September 21, October 19, November 16, December 14, January 18, February 15, March 15, April 19, May 17, June 21, July 19, August 16, September 20, October 18, November 15, and December 13. All meetings of the Board of Directors shall be open to the General Membership.

At any General Meeting the President or Vice President can declare an "Executive Session" during which time only Board of Directors and their invitees may be present. An executive session shall be called anytime personnel matters or membership personal matters are to be discussed.

The order of business at the monthly meetings shall be as follows.

1. Call to Order
2. Roll Call
3. Acceptance of Minutes
4. Introduction of Guests
5. Staff Reports
6. Unfinished Business
7. New Business
8. Committee Reports
9. Good of Game
10. Member Forum
11. Adjournment

The agenda for Board of Director's meetings shall be posted on the PSA web site three (3) days in advance of the meeting date.

The approved minutes from each Board of Directors meeting shall be posted by the Director of Communications on the PSA website within three (3) days of their approval

Quorum

A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. The act of the majority of the Board present at a meeting where a quorum is present shall be the act of the Board.

Voting

Voting by members must be in person, unless where deemed appropriate by the Board, that written, proxy or electronic voting is acceptable.

Robert's Rules of Order

All meetings of PSA and its committees shall be conducted pursuant to Robert's Rules of Order with the President or the President's delegate responsible for the implementation of parliamentary procedure necessary for the orderly conduct of any meeting.

ARTICLE VIII (ADMENDMENTS)

Proposed amendments to the Constitution and/or Bylaws must be submitted in writing to the Rules and Revisions Committee for review so as to allow at least thirty (30) days' notice to the membership in advance of any regularly scheduled board meeting, the Annual General Meeting or extraordinary/called meeting of the membership at which time the proposed amendments will be presented by the Rules and Revisions Committee to the membership for discussion and approval.

Amendments to the Constitution and/or Bylaws shall be approved by a two-thirds majority vote by the voting members present at any such meeting listed above.

Constitution and/or Bylaw changes may be proposed by any member in good standing, staff member of PSA and Board Members.

ARTICLE IX (SUSPENSION OR EXPULSION)

The Board of Directors, by a majority vote at any duly constituted meeting, shall have the authority to suspend or expel any member whose conduct is considered detrimental to the best interest of PSA as defined in Article VI (Board of Directors).

The Disciplinary Committee shall present its recommendation(s) to the Board of Directors at which time said vote may occur.

The use by any member of persistent profanity, alcoholic beverages, carrying of concealed firearms (where expressly prohibited by law) or fighting at any PSA sanctioned event to include but not limited to practices, games, camps and meetings, shall be considered as grounds for automatic expulsion from PSA.

ARTICLE X (LEGAL ACTIONS)

No member or any person acting in an official capacity may bring legal action against PSA through the courts until all remedies through PSA, GSSA and USSF have been exhausted.

ARTICLE XI (FINANCIAL RESPONSIBILITY)

PSA shall not assume nor be liable for the debts and/or financial responsibilities, either implied or incurred, of any member.

ARTICLE XII (NON-DISCRIMINATION)

PSA will not discriminate on the basis of race, creed, color, sex, age, national origin, disability, or sexual orientation.

ARTICLE XIII (ELECTION OF BOARD MEMBERS)

Notification and advertisement of board positions being elected at the Annual General Meeting shall be made at least thirty (30) days prior to the Annual General Meeting.

Nominations must be submitted on the official PSA Nomination Form and received by the Nominating Committee at least twenty-one (21) days prior to the Annual General Meeting The names of all nominees for each office will be entered on a single ballot and submitted to the voting membership present at the Annual General Meeting. Those nominees for each office receiving the highest number of votes amongst the voting members present will be deemed to have been elected to the Board position for which he/she has been nominated If deemed appropriate by the Board, electronic or fractional voting will be allowed Newly elected Board Members will assume office on January 1st following their election.

The election of Board Members shall be on a rotating basis with terms defined as follows:

President	2 Year Term	Elected in EVEN Numbered Years
Vice President	2 Year Term	Elected in ODD Numbered Years
Secretary	2 Year Term	Elected in ODD Numbered Years
Treasurer	2 Year Term	Elected in EVEN Numbered Years
Director of Communications	2 Year Term	Elected in ODD Numbered Years
Member At Large	2 Year Term	Elected in EVEN Numbered Years
Member At Large	2 Year Term	Elected in ODD Numbered Years

ARTICLE XIV (APPOINTMENT OF BOARD MEMBERS)

Appointed Board positions shall include the Past President.

Past President

Should the current President lose his/her second term election, he/she will be appointed by the new President as an Ex officio member with the title of Past President. The Past President in a non-voting position and will remain in office until such time a new president is elected. If the current president resigns or is removed from office, he/she becomes ineligible for the position of Past President.

ARTICLE XV (STAFF POSITIONS)

The Director of Coaching, Director of Scheduling, Registrar and Assignor shall be appointed to his/her position upon a simple majority vote of the Board.

Additional staff positions may be created by the Board as deemed necessary. Appointments will be made to fill these positions upon a simple majority vote of the Board.

ARTICLE XVI (COMMITTEES)

Standing Committees

The Board, upon the recommendation of the President, shall appoint members to serve on the following standing committees The term of service on these committees shall be the same as the Director's term of office on the Board

Budget Committee
The Budget Committee shall be made up of at least three (3) Board members and be chaired by the Treasurer.

The Budget Committee shall:
- prepare in a timely manner a budget for approval by the Board

Financial Aid Committee
The Financial Aid Committee shall consist of three (3) members of the Board and two (2) members of the General Membership This committee shall be chaired by the Treasurer.

The Financial Aid Committee shall:
- be responsible for screening and interviewing applicants
- grant scholarships
- present a written report of granted scholarships to the Board

Disciplinary Committee
The Disciplinary Committee shall have at least at least three (3) Board members and shall be chaired by the Vice President.

The Disciplinary Committee shall investigate and/or hold hearings into all matters brought before it, and shall follow PSA guidelines in determining what, if any, discipline is to be imposed

The Disciplinary Committee will concern themselves only with those violations dealing with PSA rules, GYSA rules, player eligibility and disciplinary actions.

The Disciplinary Committee will not concern themselves with a judgment decision made by a referee

All disciplinary matters must be presented to the Disciplinary Committee in writing, within two (2) weeks from the time of occurrence or notification. The decisions should be made as soon as possible and presented in writing to the concerned party(s).

Attendance of the Disciplinary Committee hearing shall be restricted to only those persons directly involved.

The Disciplinary Committee shall:
- be responsible for hearing protests, ejections, appeals, and complaints
- present a written report of its findings and disciplinary recommendations to the Board

Public Relations Committee
The Public Relations Committee is chaired by an appointee of the President and shall be made up of as many members as the Chairperson deems necessary to fulfill the committees' responsibilities.

The Public Relations Committee shall:

- be responsible for the preparation and release of all news items for publicity
- be responsible for the recruitment of new members/players
- develop and maintain a quarterly club newsletter

Fundraising & Concessions Committee
The Fundraising & Concessions Committee is chaired by an appointee of the President and shall be made up of as many members as the Chairperson deems necessary to fulfill the committees' responsibilities.

The Fundraising & Concessions Committee shall:

- coordinate all fund raising activities of PSA
- prepare an annual fund raising plan to be presented at the Annual General Meeting
- develop and conduct an ongoing club merchandise program (spirit wear)
- be responsible for ensuring concessions are provided during seasonal and tournament play

Field & Equipment Committee
The Field & Equipment Committee is chaired by an appointee of the President and shall be made up of as many members as the Chairperson deems necessary to fulfill the committees' responsibilities.

The Field & Equipment Committee shall:

- work in conjunction with Barrow County Parks and Recreation on the maintenance of fields
- ensure all fields are properly lined during seasonal and tournament play
- ensure all goals and nets are safe and in good condition
- coordinate a "field clean-up day" prior to the start of each season
- compile a field supply and playing equipment budget
- responsible for the acquisition and distribution of all playing equipment and storage of same

Coaches Committee
The Coaches Committee is chaired by Director of Coaching and may appoint as many members to this committee as deemed necessary. The Coaching Committee is responsible for all technical and tactical aspects of the soccer program.

The Coaches Committee shall:

- be responsible for organizing and conducting coach's clinics and see that all coaches are familiar with the rules of soccer
- be responsible for ongoing management of team and player development
- be responsible for certification and licensing of coaches coordinated through GSSA
- conduct a coaches meeting prior to each season to explain procedures and responsibilities
- establish the amount of interest (in January and July) of coaches who will return the following season
- keep a continual (season to season) record of complaints about coaches and any disciplinary actions taken
- be responsible for recruiting coaches for teams that do not have a coach

Ad Hoc Committees

Rules and Revisions Committee
The Rules and Revisions Committee shall be made up of the Secretary, two (2) members of the General Membership, two (2) members of the coaching staff and the Director of Scheduling. The Secretary and Past President shall co-chair this committee.

The Rules and Revisions Committee shall:

- review and recommend changes to the PSA Constitution, By-Laws, Policy and Procedures or any other official document of PSA.

Nominating & Election Committee
The Nominating & Election Committee is chaired by an appointee of the President and shall be made up of the Chairperson and three (3) members of the General Membership selected by the Chairperson and two (2) members of the Board selected by the President In the event a committee member is nominated, and the nomination is accepted, they shall recuse themselves from the counting of the ballots.

The Nominating & Election Committee shall

- compile a list of candidates for election to the Board
- create a single ballot that contains all nominees
- coordinate with the Public Relations Committee to inform the membership of the nominees no later than fourteen (14) days prior to the Annual General Meeting
- oversee the counting of the ballots
- coordinate with the Public Relations Committee to inform the membership of any elections thirty (30) days in advance of the meeting date

Uniform Committee
The Uniform Committee is chaired by an appointee of the President and shall be made up of the Chairperson, two (2) members of the General Membership, two (2) members of the coaching staff and two (2) players selected by the Chairperson.

The Uniform Committee shall:

- oversee all uniform selection and purchasing of uniforms
- maintain an accurate inventory of all uniforms
- issue the appropriate uniform for all players on a timely basis
- present to the Board for approval, the committees' choice of uniform for each playing level (this will occur as dictated by the current uniform life cycle)
- present to the Board a minimum of three (3) price quotes for the committees' choice of uniform

Additional Ad Hoc committees may be established as deemed necessary by the Board of Directors.

ARTICLE XVII – BARROW COUNTY PARKS AND RECREATION

The Director of Barrow County Parks and Recreation (BCPR) will have overall responsibility for PSA and its soccer program.

ARTICLE XVII – LIABILITY INSURANCE

Liability Insurance in an amount of no less than $1 Million affording coverage to the members of the Board of Directors or PSA shall be provided and paid for by Barrow County Parks and Recreation.

ARTICLE XVIII – DISSOLUTION CLAUSE

Upon the dissolution of PSA, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes

ARTICLE XIX – EFFECTIVE DATE

The Barrow Youth Soccer Association (PSA) Bylaws are hereby amended by authority of the PSA Rules and Revisions Committee and general membership become effective immediately on this _19____ day of __________October_____________________, 20__19___

AGENDA ITEM NO. b

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Sherrie Lacrimosa, Planning & Community Development
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**New Business**
SUBJECT:	Consideration to revoke the business license of GP's Enterprises, Inc. based on UDC Section 26-61 as the property is not in compliance with the local zoning ordinance.

Work Session:
Public Hearing

Purpose:
To revoke the business license of GP's Enterprises, Inc. based on UDC Section 26-61 as the property is not in compliance with the local zoning ordinance.

Background/Summary:
See attached Timeline.

ATTACHMENTS:
CODE COMPLAINT.pdf
TIMELINE.pdf
GP ENTERPRISES INC BUSINESS LICENSE.pdf

jarrett perry

From: [redacted]
Sent: Wednesday, October 9, 2024 10:20 AM
To: Jeff Childs; jarrett perry; Rebecca Whiddon; Sabrina Meza
Subject: Code Enforcement Complaint-Code Complaint-0001846-10092024
Attachments: Code_Enforcement_Complaint_Form_MGr3AfSxYxMt151u.pdf

New Submission

A new submission was received for the form below. Log into your Submission Manager to review and process it.

Form name	Code Enforcement Complaint Form

Submission Details:

Receipt
Code Complaint-0001846-10092024

Address of Violation(s);
Street Address
Hwy 124 directly across hwy 124 from entrance to Chateau Forest subdivision

City
Hoschton

State
GA

Zip
30548

Subdivision
Chateau Forest

Residents Name/ Owner of Property
Unknown. It is the junk yard across from Chateau Forest subdivision

Details of Complaint (be specific):
The junkyard business is not mowing grass and there are several junk cars clearly visible from the road.

Hazards Known?
Unknown

Complainant: (Your Name) *Anonymous complaints are processed, however, according to Georgia Law, Barrow County cannot prosecute without sufficient witnesses and/or evidence.
First Name
Mark

Last Name
Sutton

Email
[redacted]

Full Address
Street Address
[redacted]

City
[redacted]

State

GA

Zip

[redacted]

Phone Number

[redacted]

Can Violation be seen from the road?

Yes

Is the Complainant a neighbor?

Yes

The complainant gives the Code Enforcement Technician permission to use their property for viewing the violation:

Yes

Testify in Court

Yes

View the submission and any attachments by following the link below and using this unique access code: 4GEfXxdWRAfOKkQU

View Submission

Log in to view in Submission Manager

Barrow County Board of Commissioners [redacted]

10-09-2024 Received the original complaint

10-10-2024

Refer to email sent to Jessie Garrett.

Jarrett asked Jessie about who pays the taxes on the following tracts of land:

- X002 010
- X002 009
- X002 007
- X002 007A
- X002 008
- X002 013
- X002 010A
- X001 012

Jessie confirmed all the details through George Flannigan.

10-24-2024

Jarrett sent a message asking George to call him.

10-31-2024

Jarrett spoke with George, who had been out of town.
George is to meet with Scott Phillips to create a game plan for bringing the properties into compliance.

11-11-2024

George texted Jarrett to call him and he informed George that office was closed.

11-12-2024

George and Scott Philipps met with Jarrett and Rebecca in the office and advised him that he is out of compliance with outdoor storage of non-operable vehicles and equipment stored on multiple lots.

Rebecca informed George of his right to rezone the property and provided him and Scott (present at the meeting) a web link to find information about rezoning applications and informed the deadline to file the rezoning application is **12-23-2024**.

They were also told that to be allowed to have an extension until 12-23-2024 that the property at 1454 Highway 124 Had to have the non- operable cars moved from the front yard and the grass cut. They also had to remove an old sign from a towing company that previously had a business license at that location. They removed the cars and cut the grass and removed the sign, but the rear of the property contains non-operable cars as do the other lots on 124.

12-04-2024

- Jarrett left a message for George, reminding him to get the rezoning application ready and reiterated the **12-23-2024** deadline.
- George replied, stating he had been under the weather and sick but would follow up.

12-18-2024

- George stated he would need more time due to the holidays and people being unavailable.
- Jarrett extended the deadline to **01-27-2025**, with a clear note that it must be submitted no later than this date.

01-24-2025

- Jarrett sent George a reminder that the rezoning application must be submitted by **4 PM on 01-27-2025**, or the Board of Commissioners will want to revoke his business licenses.

Economic and Community Development
[redacted]

2025

Business Licens

286

License Number	286
Issue Date	01/01/2023
Expiration Date	12/31/2025
Category	HIGHWAY STREET BRIDGE CONST
Type	HEAVY HIGHWAY CONSTRUCTION
NAICS	237110
Business Account Number	290
Business Phone Number	770-614-2232
Parcel Number	XX002 010

BUSINESS LOCATION

[redacted]

BUSINESS NAME & MAILING ADDRESS

GP'S ENTERPRISES INC
FLANIGAN GEORGE P
[redacted]

Only valid at this location and when conforms to Barrow County Ordinances. This is to certify that the person or firm named herein has paid into my hands minimum payment of occupational tax as set out herein and benefit of the county aforesaid, and is licensed to engage in the business listed on this certificate.

EXEMPT YES / NO

E-VERIFY#

Total Received [redacted]

POST IN A CONSPICUOUS PLACE

THIS LICENSE IS NOT TRANSFERABLE

Economic and Community Development
30 N. Broad Street
Winder, GA 30680

2025

Business License

License Number	286
Issue Date	01/01/2023
Expiration Date	12/31/2025
Category	HIGHWAY STREET BRIDGE CONST
Type	HEAVY HIGHWAY CONSTRUCTION
NAICS	237110
Business Account Number	290
Business Phone Number	770-614-2232
Parcel Number	XX002 010

BUSINESS LOCATION

[redacted]

BUSINESS NAME & MAILING ADDRESS

GP'S ENTERPRISES INC
FLANIGAN GEORGE P
[redacted]

Only valid at this location and when conforms to Barrow County Ordinances. This is to certify that the person or firm named herein has paid into my hands minimum payment of occupational tax as set out herein and benefit of the county aforesaid, and is licensed to engage in the business listed on this certificate.

EXEMPT YES / NO

E-VERIFY#

Total Received [redacted]

POST IN A CONSPICUOUS PLACE

License Copy

THIS LICENSE IS NOT TRANSFERABLE

AGENDA ITEM NO. c

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Srikanth Yamala, County Manager
ITEM TYPE:	Public Hearing
AGENDA SECTION:	**New Business**
SUBJECT:	Conduct a Public Hearing to consider deannexation of 982 City Pond Road, Winder, Georgia 30680 (Tax Parcel: XX060 004).

Work Session:
Voting Session

Purpose:
Conduct a Public Hearing to consider deannexation of 982 City Pond Road, Winder, Georgia 30680 (Tax Parcel: XX060 004).

Background/Summary:

- On July 26, 2022, the Barrow County Board of Commissioners approved the request to rezone ± 147.280 acres from AG to R2 Open Space Subdivision for a 344-lot single family detached subdivision with 18 conditions.
- Since the approval, the property has been annexed to City of Winder to access utilities.
- Based on the September 23, 2024 SDS mediation agreement between Barrow County and its municipalities, including City of Winder, the property owner is requesting to deannex the property from the corporate limits of Winder to unincorporated limits of Barrow County.
- The property owner is also requesting the original 2022 zoning of R2 to the property.
- Any changes to the 2022 zoning conditions will be handled through a future Board-initiated rezoning process.

Options:
Conduct the Public Hearing and revert the property to the original R2 zoning.

ATTACHMENTS:
Letter of Intent to Deannex.pdf
Signed Owners Certification.pdf
2022 Zoning Conditions (RZ 2022-017).pdf
Sycamore Reserve Site Plan.pdf

February 14, 2025

Barrow County Board of Commissioners
c/o Barrow County Department of Planning and Development
30 N. Broad Street
Winder, GA 30680
RE: Letter of Intent for Deannexation

Dear Barrow County Board of Commissioners,

D.R. Horton on behalf of The Margaret Martin Robinson Trust and The John W Robinson III Trust seek deannexation of the property located at 982 City Pond Rd., Winder, GA, Parcel ID XXo60 004 due to the City of Winder having repealed the requirement to annex the property into the City limits to receive utility services. The property is approximately 146.87 acres. D.R. Horton seeks to develop a unique community of 331 single family detached homes, with varying lot sizes of 50’, and 60’ lots. The community will include multiple amenity areas, open space areas, a walking trail, dog park, and connectivity to a local city park.

Owner Agent proffers the below condition:
18). to require a minimum lot width of 50 ft and 60 ft lots.

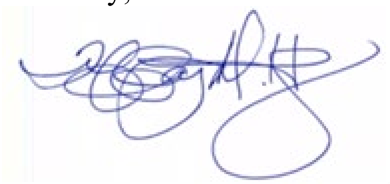
D.R. Horton intends to replant a 25’ buffer along city Pond Road and Rockwell Church that will provide a beautiful landscape to drivers along those routes and residents of the development. Multiple landscape packages will be offered in the community in order to create a unique, beautiful curb appeal for each home. Street trees and widened sidewalks in each of the main entrances will create boulevard entrances that any community would be proud to have.

The proposed rezoning will not cause an excessive burden on existing streets, transportation facilities, utilities, or schools. While any development will add to a use of existing streets, transportation facilities, utilities and schools, the applicant will work closely with all local, state, and federal entities as appropriate in order to develop under the zoning in such a way as to not create an excessive burden on any of the aforementioned infrastructure and services.

Barrow County continues to grow and attract new employers that are bringing more professional talent to the area. There is a demand for quality, affordable housing in the area as evidenced by the development pattern of the area. This development will not only provide additional single family detached homes for residents, but will also create a community atmosphere that ties into the community with elements such as location markers within the community for local attractions and the possibility of future connection to existing and planned walking trails.

D.R. Horton, Inc. respectfully requests approval of the rezoning and deannexation with the proffered conditions.

Thank you for your consideration and your time.
Sincerely,



Tiffany D. Hogan
Vice President of Land Acquisition
tdhogan@drhorton.com
678-780-8526

Barrow
COUNTY GEORGIA

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

APPLICANT'S CERTIFICATION

I (we) hereby authorize staff of Barrow County to inspect the premises of the property located at of 982 City Pond Road, Winder Georgia, 30680 .

I (we) do hereby certify the information provided herein is both accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

The undersigned below is authorized to make this application. The undersigned is aware that no application or re-application affecting the same land shall be submitted within twelve (12) months from the date of the last action by the Board of Appeals; unless waived by the Board.

X [signature] Tiffany D. Hogan, JD Vice President of Land Acquisition Date: 02.14.2025
Applicant's Signature

OWNER'S CERTIFICATION

I (we) hereby authorize staff of Barrow County to inspect the premises of the property located at 982 City Pond Road, Winder Georgia, 30680 .

I (we) do hereby certify the information provided herein is both accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

The undersigned below is authorized to make this application. The undersigned is aware that no application or re-application affecting the same land shall be submitted within twelve (12) months from the date of the last action by the Board of Appeals; unless waived by the Board.

X Margaret L. Martin Date: 12/13/2024
Owner's Signature

John W. Robinson III by MLM with express permission

*Please advise if you are the Owner and Applicant for this case, you will only need to sign the Owner's Certification section of this document. *

Planning & Community Development
30 N. Broad Street Winder, Georgia 30680
(770) 307-3034
planning@barrowga.org

Board of Commissioners Action Notice:

RE: RZ 2022-017 D.R. Horton, Inc. applicant / John W Robinson, Trust, owners (XX060 004) 982 City Pond Rd. Winder. Request to rezone +/- 147.280 acres from AG to R2 Open Space Subdivision for a 344-lot single family detached subdivision.

THIS WILL SERVE AS THE OFFICIAL NOTICE

On **July 26, 2022**

The Barrow County Board of Commissioners **APPROVED** the request to rezone +/- 147.280 acres from AG to R2 Open Space Subdivision for a 344-lot single family detached subdivision subject to the following conditions:

1) The property shall be developed as an Open Space Subdivision.

2) The covenants for the subdivision shall have a stipulation that no more than ten percent of homes shall be to anyone who is not an owner occupant.

3) There shall be no multi-family dwelling units/apartments on the property.

4) There shall be no more than 344 residential units constructed on the property.

5) The developer shall use a variety of techniques to avoid the monotonous appearance of identical homes. Such techniques may employ, among others, the use of differing front elevations, architectural styles, building exteriors, setbacks, and other similar techniques to provide a more pleasing appearance to the subdivision.

6) Street trees shall be planted as shown in site plan provided and on file with the Department of Planning and Community Development dated May 31, 2022.

7) Sod and landscaping shall be installed and maintained in the disturbed areas of lots on the property.

8) Where the rear of lots abuts a road the developer shall provide a minimum a 6' privacy fence and a minimum 10-foot area of landscaping designed by a registered landscape architect to be reviewed and approved by the Director of Planning and Community Development. This landscape strip and fence shall be maintained by the HOA.

Planning & Community Development
30 N. Broad Street Winder, Georgia 30680
(770) 307-3034
planning@barrowga.org

Board of Commissioners Action Notice:

RE: RZ 2022-017 D.R. Horton, Inc. applicant / John W Robinson, Trust, owners (XX060 004) 982 City Pond Rd. Winder. Request to rezone +/- 147.280 acres from AG to R2 Open Space Subdivision for a 344-lot single family detached subdivision.

9) There shall be a "No Access Easement" provided along City Pond Road and Rockwell Church Road, excluding main subdivision entrances, and noted on the Final Plat.

10) The amenity areas shall be designed as usable spaces that serve as focal points for the development that create a sense of place and identity for the development. The development plans for the amenity areas shall be stamped by a Professional Engineer and Registered Landscape Architect Plans should minimize slopes, mounds, and visible drainage structures within the open space.

11) The development must be designed in accordance with Barrow County stream buffer requirements for all water quality critical areas identified on the property.

12) Maximum of 20% of the homes may have a minimum of 1,800 SF of headed gross floor area, a maximum of 20% of the homes may have a minimum of 2,000 SF of heated gross floor area and a minimum of 60% of the homes will have a minimum of 2,400 SF heated gross floor area.

13) Developer shall obtain a new traffic study from a traffic engineer approved by the Public Works Director and with a scope of review as directed by the Public Works Director. Developer shall comply with any and all recommendations, standards, and/or requirements established by Barrow County or the Georgia Department of Transportation as a result of the traffic study and shall incorporate any and all such measures within the development of the property as applicable.

14) The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, or masonry siding, or any combination thereof.

15) Amenity Areas shall at a minimum be consistent with UDC requirements. Mulch walking trails, which shall be maintained by the HOA, shall be installed throughout the open space, and shall provide connectivity to the City of Winder Park area.

16) No building permits shall be issued until Final Plat has been recorded.

Planning & Community Development
30 N. Broad Street Winder, Georgia 30680
(770) 307-3034
planning@barrowga.org

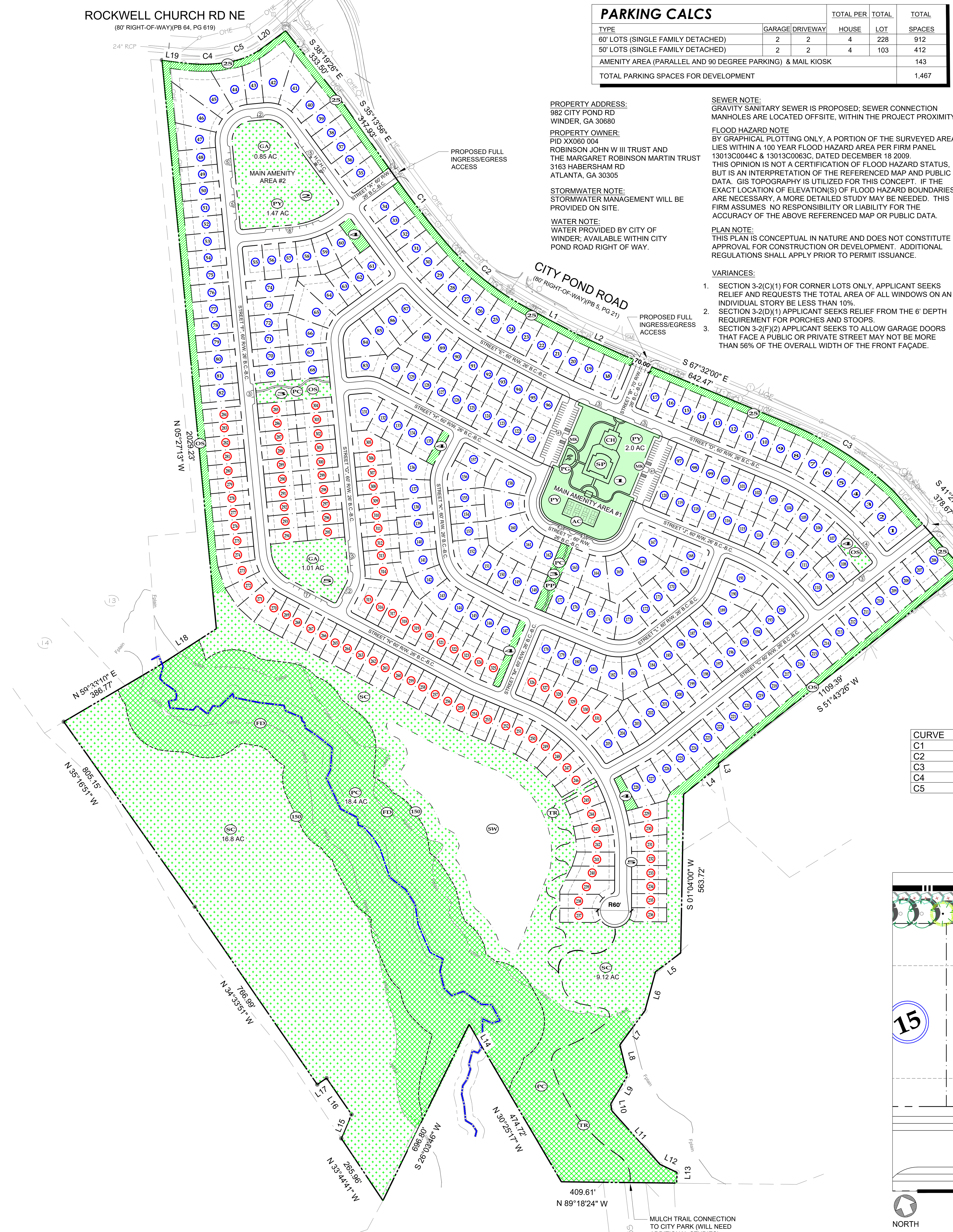
Board of Commissioners Action Notice:

RE: RZ 2022-017 D.R. Horton, Inc. applicant / John W Robinson, Trust, owners (XX060 004) 982 City Pond Rd. Winder. Request to rezone +/- 147.280 acres from AG to R2 Open Space Subdivision for a 344-lot single family detached subdivision.

17) Any phasing of the development shall be determined during site development review.

18). to require a minimum lot width of 60 ft, 7500 square feet.

END OF NOTICE



PARKING CALCS

TYPE	GARAGE	DRIVEWAY	TOTAL PER HOUSE	TOTAL LOT	TOTAL SPACES
60' LOTS (SINGLE FAMILY DETACHED)	2	2	4	228	912
50' LOTS (SINGLE FAMILY DETACHED)	2	2	4	103	412
AMENITY AREA (PARALLEL AND 90 DEGREE PARKING) & MAIL KIOSK					143
TOTAL PARKING SPACES FOR DEVELOPMENT					1,467

PROPERTY ADDRESS:
982 CITY POND RD
WINDER, GA 30680

PROPERTY OWNER:
PID XX060 004
ROBINSON JOHN W III TRUST AND
THE MARGARET ROBINSON MARTIN TRUST
3163 HABERSHAM RD
ATLANTA, GA 30305

STORMWATER NOTE:
STORMWATER MANAGEMENT WILL BE PROVIDED ON SITE.

WATER NOTE:
WATER PROVIDED BY CITY OF WINDER; AVAILABLE WITHIN CITY POND ROAD RIGHT OF WAY.

SEWER NOTE:
GRAVITY SANITARY SEWER IS PROPOSED; SEWER CONNECTION MANHOLES ARE LOCATED OFFSITE, WITHIN THE PROJECT PROXIMITY.

FLOOD HAZARD NOTE
BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM PANEL 13013C0044C & 13013C0063C, DATED DECEMBER 18 2009. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. GIS TOPOGRAPHY IS UTILIZED FOR THIS CONCEPT. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

PLAN NOTE:
THIS PLAN IS CONCEPTUAL IN NATURE AND DOES NOT CONSTITUTE APPROVAL FOR CONSTRUCTION OR DEVELOPMENT. ADDITIONAL REGULATIONS SHALL APPLY PRIOR TO PERMIT ISSUANCE.

VARIANCES:

1. SECTION 3-2(C)(1) FOR CORNER LOTS ONLY, APPLICANT SEEKS RELIEF AND REQUESTS THE TOTAL AREA OF ALL WINDOWS ON AN INDIVIDUAL STORY BE LESS THAN 10%.
2. SECTION 3-2(D)(1) APPLICANT SEEKS RELIEF FROM THE 6' DEPTH REQUIREMENT FOR PORCHES AND STOOPS.
3. SECTION 3-2(F)(2) APPLICANT SEEKS TO ALLOW GARAGE DOORS THAT FACE A PUBLIC OR PRIVATE STREET MAY NOT BE MORE THAN 56% OF THE OVERALL WIDTH OF THE FRONT FAÇADE.

SITE DATA

OVERALL DATA:
EXISTING ZONING: ZONED AG - BARROW COUNTY
PROPOSED ZONING: R2 (OPEN SPACE SUBDIVISION) BARROW COUNTY
GROSS LAND AREA: 147.28 ACRES
NET LAND AREA: +/-128.47 ACRES
(MINUS FLOOD HAZARD AREA AND WETLANDS): +/- 18.4 ACRES
PROPOSED LOTS: 331 UNITS
PROPOSED GROSS DENSITY: 2.25 UNITS PER ACRE

SINGLE FAMILY DETACHED (60'):
PROPOSED LOTS
60' X 125' TYPICAL: 228 LOTS (LOTS 1-228)
MINIMUM LOT AREA : 7,500 S.F.
MINIMUM LOT WIDTH: 60' AT FRONT SETBACK

SINGLE FAMILY DETACHED (SFD C):
PROPOSED LOTS
50' X 125' TYPICAL: 103 LOTS (LOTS 228-331)
MINIMUM LOT AREA : 6,250 S.F.
MINIMUM LOT WIDTH: 50' AT FRONT SETBACK

SETBACKS FOR ENTIRE SITE:
CITY POND RD: 40'
ROCKWELL CHURCH RD NW: 40'
FRONT INTERNAL: 20'
FRONT INTERNAL CORNER: 20'
MIN. DRIVEWAY LENGTH: 27'
REAR: 30'
SIDE: 10'
DISTANCE BETWEEN BUILDINGS: 20' MINIMUM
BUFFERS BETWEEN USES: NONE
GRADED/REPLANTED BUFFER: 25' ALONG CITY POND RD & ROCKWELL CHURCH RD

TYPICAL STREETS/PARKING:
STREET TYPE: PUBLIC RIGHT OF WAY SHOWN
STREET WIDTH : 26' B.C. - B.C.
SIDEWALKS: 5' SIDEWALK BOTH SIDES OF THE STREET
GRASS STRIP: 5' GRASS STRIP BETWEEN B.O.C. AND SIDEWALK
RIGHT OF WAY WIDTH : 60' TYPICAL RIGHT OF WAY

OPEN SPACE CALCULATIONS:
OPEN SPACE CONSERVATION REQUIRED: 29.5 AC (20%, EXCLUSIVE OF PRIMARY CONSERVATION AREAS)
OPEN SPACE CONSERVATION PROVIDED: +/- 29.8 ACRES (20.2%)

ADDITIONAL COMMON OPEN SPACE REQUIRED: 14.73 ACRES (10%)

ADDITIONAL COMMON OPEN SPACE PROVIDED: 2.7 ACRES RECREATION AREA + 4.5 ADDITIONAL OPEN SPACE + 18.4 AC PRIMARY CONSERVATION AREA = 25.6 AC (17.4%)

TOTAL OPEN SPACE PROVIDED: +/- 55.4 ACRES (37.6%)

SITE LEGEND

(25) 25' GRADED & REPLANTED BUFFER
(100) 100' YEAR FLOOD HAZARD LIMITS
(150) 150' CRITICAL AREA STREAM BUFFER
(SW) APPROXIMATE STORMWATER MANAGEMENT AREA

AMENITIES AND OPEN SPACE

RECREATION / MAIN AMENITY AREA #1 (1)
(AC) ATHLETIC COURTS (4 - PICKLEBALL)
(CH) CLUBHOUSE
(MK) MAIL KIOSK
(PG) PLAYGROUND
(PY) PLAY AREA: 3.47 ACRES (3.04 AC MIN.)
(SP) SWIMMING POOL

RECREATION / MAIN AMENITY AREA #2 (2)
(GA) GATHERING AREA: 1.86 ACRES (1.52 AC MIN.)
(PY) PLAY AREA

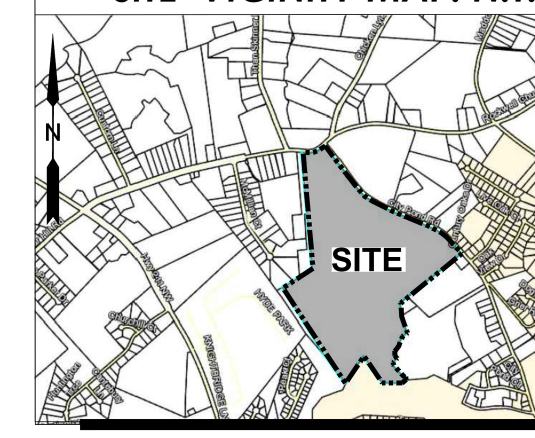
RECREATION / MAIN AMENITY AREA #3 (3)
(OS) OPEN SPACE
(PC) PEDESTRIAN CONNECTION
(PP) POCKET PARK

RECREATION / MAIN AMENITY AREA #4 (4)
(OS) OPEN SPACE
(PP) POCKET PARK
(TR) TRAIL

RECREATION / MAIN AMENITY AREA #5 (5)
(GA) GATHERING AREA

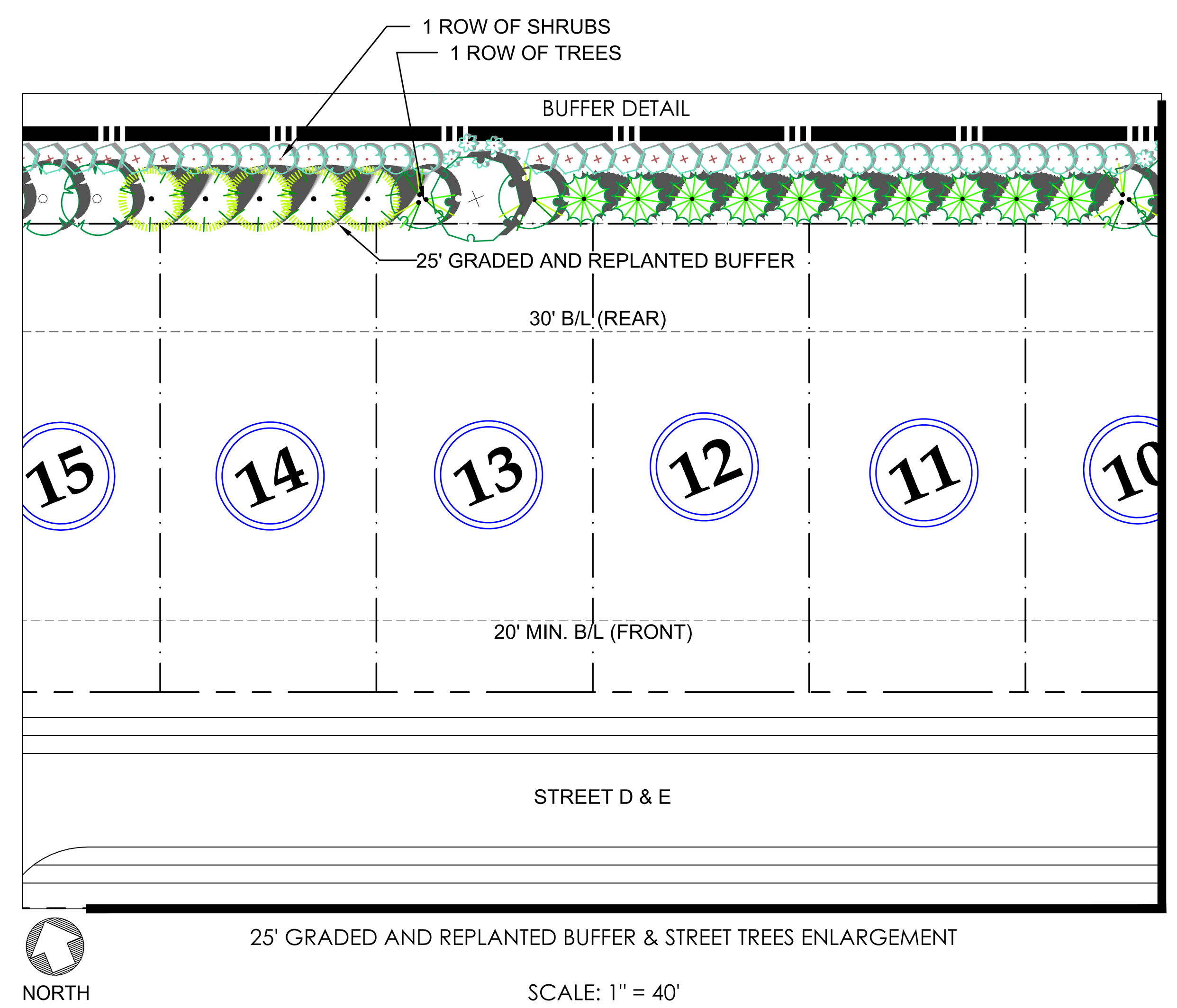
RECREATION AREA = ± 2.7 ACRES
(PC) PRIMARY CONSERVATION ± 18.4 ACRES
(SC) SECONDARY CONSERVATION = ± 29.8 ACRES
ADDITIONAL OPEN SPACE = ± 4.5 ACRES

SITE VICINITY MAP: N.T.S.



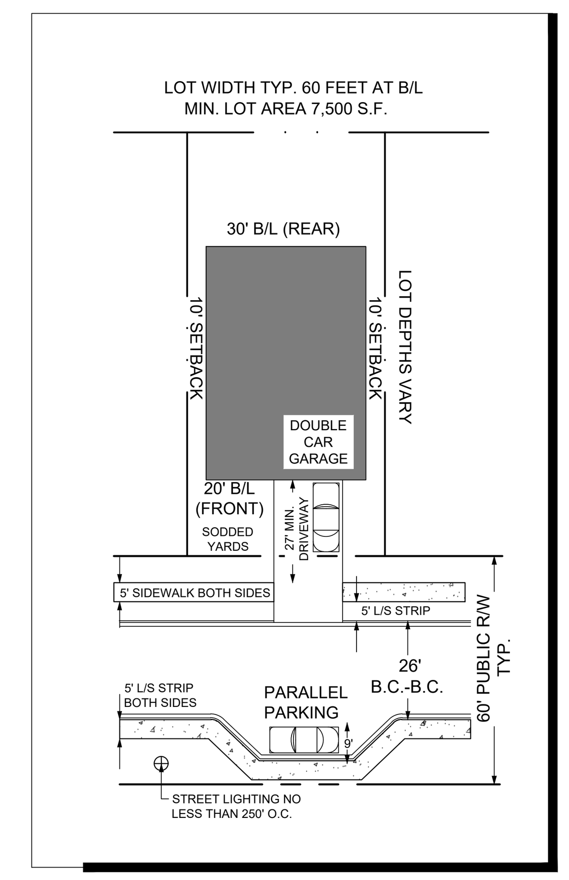
LINE	BEARING	DISTANCE
L1	S 62°06'17" E	185.73'
L2	S 65°34'16" E	187.09'
L3	S 10°41'29" E	9.30'
L4	S 51°27'52" W	159.51'
L5	S 53°11'05" W	111.36'
L6	S 15°15'09" W	143.98'
L7	S 36°13'23" W	150.34'
L8	S 13°50'49" E	112.48'
L9	S 30°38'41" W	116.56'
L10	S 09°28'21" E	24.82'
L11	S 41°57'28" E	256.39'
L12	S 64°49'17" E	66.16'
L13	S 01°52'36" W	38.20'
L14	N 30°12'12" W	173.02'
L15	N 23°13'09" E	92.52'
L16	N 34°33'51" W	156.56'
L17	S 55°26'09" W	40.00'
L18	N 57°10'03" E	247.85'
L19	S 82°21'47" E	78.41'
L20	N 53°25'34" E	114.57'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3248.76'	295.11'	295.01'	S 37°50'04" E	5°12'17"
C2	983.80'	373.95'	371.70'	S 51°19'34" E	21°46'42"
C3	1220.44'	438.85'	436.49'	S 57°13'56" E	20°36'09"
C4	516.94'	174.58'	173.76'	N 87°57'42" E	19°21'02"
C5	272.35'	104.24'	103.60'	N 67°19'19" E	21°55'43"

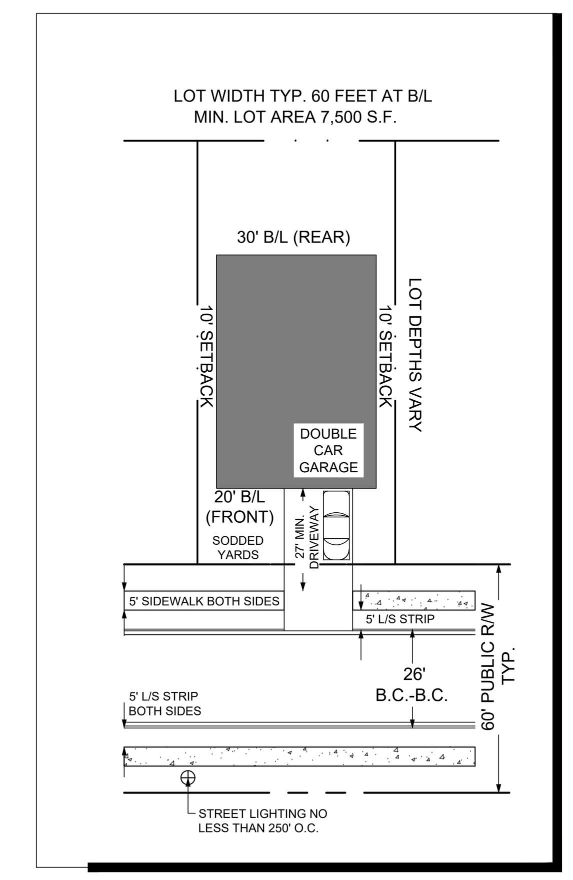


25' GRADED AND REPLANTED BUFFER & STREET TREES ENLARGEMENT

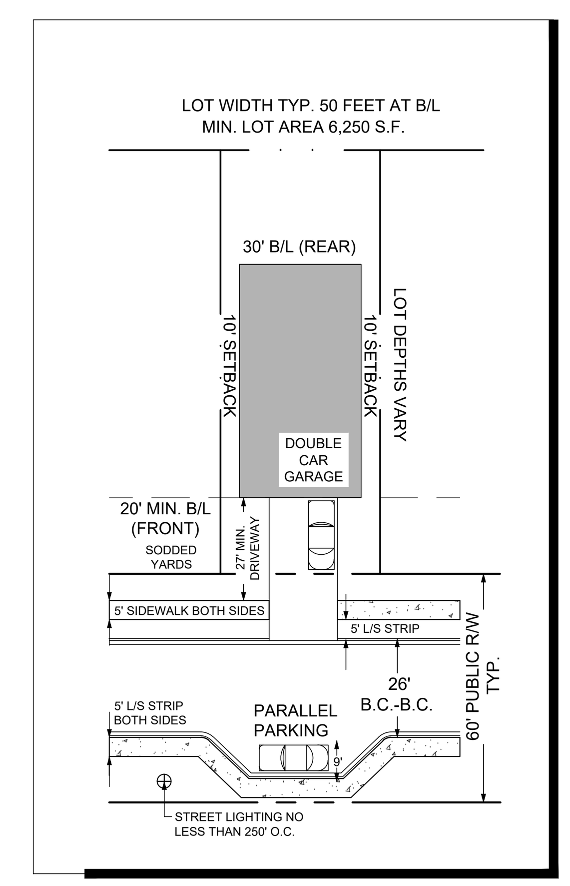
SCALE: 1" = 40'



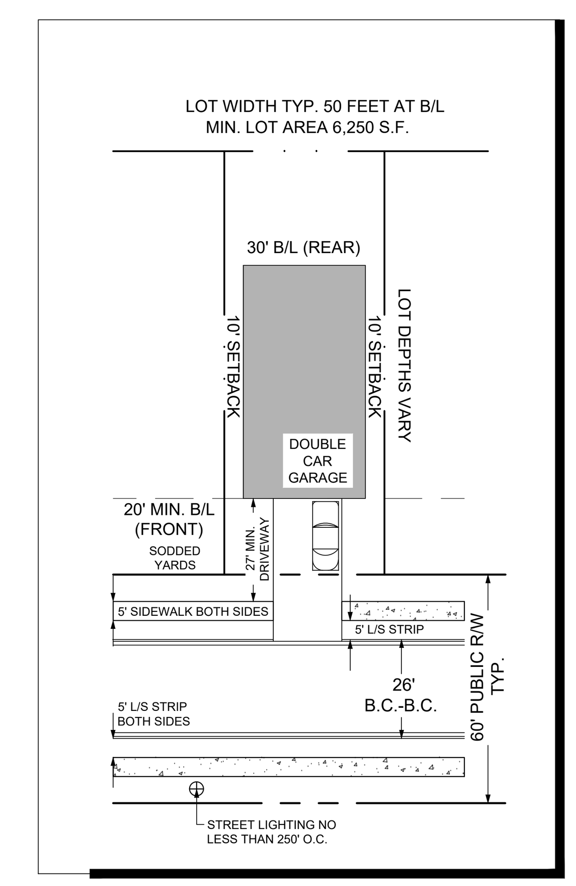
TYPICAL 60' LOT / RIGHT OF WAY DETAIL (WITH ON STREET PARKING); SECTIONS OF STREET D, E
SCALE: 1" = 40'



TYPICAL 60' LOT / RIGHT OF WAY DETAIL (WITHOUT ON STREET PARKING) SECTIONS OF STREET D, E, G, H, J, K, L
SCALE: 1" = 40'



TYPICAL 50' LOT / RIGHT OF WAY DETAIL (WITH ON STREET PARKING) SECTIONS OF STREETS C, F, G
SCALE: 1" = 40'



TYPICAL 50' LOT / RIGHT OF WAY DETAIL (WITHOUT ON STREET PARKING) SECTIONS OF STREETS C, F, G, N
SCALE: 1" = 40'

LJA ENGINEERING
299 S. MAIN STREET
ALPHARETTA, GA 30009
770-225-4730

JOHN W. ROBINSON, III
24 HOUR CONTACT: JOHN W. ROBINSON, III
EMAIL: JOHNWROBINSONIII@GMAIL.COM
PHONE: 470.640.8528

ZONING PLAN FOR: SYCAMORE RESERVE
243rd DISTRICT G.M. CITY OF WINDER, GA

NORTH

SCALE: 1"= 200'
0 200

PROJECT NUMBER

SHEET TITLE
ZONING PLAN

SHEET NUMBER
2/13/25

AGENDA ITEM NO. d

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Cissy Greeson, Public Works Department
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Consideration to approve the transfer of Reserved Sewer Treatment Capacity by RB Remington, LLC to Century Communities of Georgia, LLC and to authorize the Chairman to execute the transfer.

Work Session:
Voting Session

Purpose:
Consideration to approve the transfer of Reserved Sewer Treatment Capacity by RB Remington, LLC in Atlanta, GA to Century Communities of Georgia, LLC and to authorize the Chairman to execute the transfer.

Background/Summary:
On April 8, 2024, RB Remington, LLC ("Remington") entered an Agreement For Reserved Sewer Treatment Capacity with Barrow County (the "Capacity Agreement"), attached hereto and incorporated herein by reference. The Capacity Agreement reserved 30,000 gpd of sewer capacity in the Tanners Bridge LAS/WRD for the development of certain real property identified as Barrow County Tax Parcel Number XX053 108 (the "Development Property"). RB Remington, LLC has 30,000 gpd of capacity under the Capacity Agreement.

Century Communities of Georgia, LLC ("Century") has entered into an agreement with Remington to purchase the Development Property from Remington, and Century wishes to purchase the capacity. The sales price for the capacity shall equal the sales price paid by Remington pursuant to the Capacity Agreement. Pursuant to the terms of the Capacity Agreement, Remington hereby requests that, upon the sale of the Development Property by Remington to Century, Barrow County, Georgia allow Remington to transfer the 30,000 gpd capacity to Century.

The sale of the capacity will take place following the Barrow County Board Commissioners approval of this reallocation and is contingent upon Century's purchase of the Development Property from Remington.

Options:

- Approval of the transfer
- Denial of the transfer

ATTACHMENTS:

Request to Transfer Sewer Capacity 2-20-25.pdf

MORRIS, MANNING & MARTIN, LLP

Ward Smith
404-364-6923
wsmith@mmmlaw.com
www.mmmlaw.com

February 14, 2025

BY CERTIFIED MAIL

Barrow County Water & Sewer Department
625 Hwy 211, NE
Winder, Georgia, 30680
Attn: Dean Garrett

RE: Request to Transfer Reserved Sewer Treatment Capacity by RB Remington, LLC

Dear Mr. Garrett:

Our firm represents RB Remington, LLC and, on their behalf, would make the following request:

On April 8, 2024, RB Remington, LLC ("Remington") entered an Agreement For Reserved Sewer Treatment Capacity with Barrow County (the "Capacity Agreement"), attached hereto and incorporated herein by reference. The Capacity Agreement reserved 30,000 gpd of sewer capacity in the Tanners Bridge LAS/WRD for the development of certain real property identified as Barrow County Tax Parcel Number XX053 108 (the "Development Property").

RB Remington, LLC has 30,000 gpd of capacity remaining under the Capacity Agreement.

Century Communities of Georgia, LLC ("Century") has entered into an agreement with Remington to purchase the Development Property from Remington, and Century wishes to purchase the capacity. The sales price for the capacity shall equal the sales price paid by Remington pursuant to the Capacity Agreement. Pursuant to the terms of the Capacity Agreement, Remington hereby requests that, upon the sale of the Development Property by Remington to Century, Barrow County, Georgia allow Remington to transfer the remaining 30,000 gpd capacity to Century.

The sale of the remaining capacity will take place following the Barrow County Board Commissioners approval of this reallocation and is contingent upon Century's purchase of the Development Property from Remington.

Please let us know if there is any further information the Board of Commissioners may need to evaluate this request.

BY CERTIFIED MAIL

February 14, 2025
Page 2

Thank you for considering this request pursuant to Section 5 of the Capacity Agreement. If the transfer is approved, Remington shall indemnify Barrow County pursuant to the requirements set forth in Section 5 of the Capacity Agreement.

Sincerely yours,

Morris, Manning & Martin, LLP

Ward Smith

Ward Smith
Associate

WS

Enclosures

Barrow County, a political subdivision of the State of Georgia, hereby consents to the above-referenced request to transfer reserved sewer treatment capacity.

So approved this ____ day of ___________ 2025.

Barrow County, a political subdivision
of the State of Georgia

By: ___________________________
Name:
Title

STATE OF GEORGIA)
)
COUNTY OF BARROW)

AGREEMENT FOR RESERVED SEWER TREATMENT CAPACITY

THIS **AGREEMENT FOR RESERVED SEWER TREATMENT CAPACITY** ("Agreement") is made and entered into this 8 day of April 2024, by and between **BARROW COUNTY**, a political subdivision of the State of Georgia (the "County"), and RB Remington, LLC (the "Developer").

WITNESSETH:

WHEREAS, the Barrow County Board of Commissioners is committed to ensuring the continuation of quality growth and development in Barrow County and supplying adequate sewer service to support such growth and development;

WHEREAS, the County maintains a system for reserving sewer capacity in order to provide predictability for developers, to allow the County to forecast future need for sewer services, and to allow the County to fund facilities needed to provide such services;

WHEREAS, the County desires to sell and reserve to Developer, and Developer desires to reserve and purchase from the County, a certain amount of sewer treatment capacity as set forth herein; and

WHEREAS, the County has authority to enter into this Agreement pursuant to the provisions of Article 9, Section 2, Paragraph 3 of the Georgia Constitution.

NOW, THEREFORE, for mutual consideration and the covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the County and Developer, intending to be legally bound, agree as follows:

1. RESERVED SEWER CAPACITY. Developer is constructing a development known as Remington Place (the "Development"). The Development is proposed to be located on real property (the "Property") located at the following address: N/A, identified as Barrow County Tax Parcel Number XX053 108. The Development will require sewer capacity on or after the following date: November 1, 2024 (the "Reservation Date"). The County does hereby reserve to Developer a total of 30,000 GPD of sewage treatment capacity in the Tanners Bridge LAS/WRF sewer plant (herein called the "Reserved Capacity") for the limited purpose of providing sewage treatment for the Development. The Reserved Capacity will be subject to the provisions of the Barrow County Sewer Capacity Allocation Ordinance (the "Sewer Ordinance"), codified at Sec. 90-125 of the Barrow County Code of Ordinances.

2. CONNECTION TO COUNTY SEWER LINE. Developer shall pay, or cause to be paid, all costs associated with the Developer's sewage collection system to allow the extension of sewage treatment service from the connection point approved by the County on the County's sewer lines to points within the Development, which sewage collection system shall include, but

not be limited to, construction of infrastructure, development of sewer lines, sewer line work, and acquisition of easements necessary to deliver the capacity to the connection point approved by the County. Any public sanitary sewer infrastructure, lines, and/or systems installed, or caused to be installed, by Developer shall be constructed in accordance with all applicable state and local laws, ordinances, regulations and rules and shall be subject to the review and approval of the plans and specifications by the County and subject to inspection and approval by the County of the installation of said infrastructure, lines, and/or systems. Upon completion by Developer and approval by the County of said sanitary sewer infrastructure, lines, systems, and easements according to the County's requirements, such infrastructure, sewer lines, systems, and easements shall be submitted to the County for dedication and, upon acceptance by the County (which shall not be unreasonably withheld), shall become part of the County's sewer system.

3. SERVICE CHARGES. In accordance with the County's regulations and based upon the volume of discharge of sewage from the Development into the applicable sewer treatment facility, the end users of sewer service provided hereunder shall be invoiced on a monthly basis by the water service provider for services rendered at a rate to be determined in the discretion of the County and the water service provider, when applicable, and in accordance with applicable law. Service charges and surcharges may be changed by the County from time to time as determined in the sole discretion of the County, the water service provider, and in accordance with applicable law.

4. PROHIBITION AGAINST INDUSTRIAL DISCHARGE. The Developer, and any successors, assigns, and end users, shall not discharge any industrial waste from the Development into the County sewage treatment system, unless Developer, or its successors, assigns, and end users, have entered into a separate industrial user sewer agreement with the County. For purposes of this provision, "industrial waste" shall mean any waste, sewage, effluent or discharge from a new or existing non-domestic source which is regulated under the federal Clean Water Act, Section 307 (b), (c) or (d), as amended, 33 U.S.C. § 1317 (b), (c) and (d), and any federal, state or local regulations pursuant thereto. Without limiting any of the foregoing, the Developer and any successors, assigns, and end users shall comply with the Barrow County Sewer Use Ordinance, codified at Chapter 90, Article IV of the Barrow County Code of Ordinances.

5. TRANSFER OF RESERVED CAPACITY; EXTENSION OUTSIDE DEVELOPMENT. No portion of the Reserved Capacity shall be sold, transferred, or assigned to any other person or entity without the written consent of the Barrow County Board of Commissioners. Furthermore, no portion of the Reserved Capacity shall be used by Developer or any other person or entity for any development located outside the Development without the written consent of the Barrow County Board of Commissioners. Any attempted assignment of Reserved Capacity without written approval shall be invalid and ineffective. Developer hereby agrees that, upon receiving such written approval to assign the Reserved Capacity or portion thereof, Developer shall indemnify, defend, and hold Barrow County harmless in the event that any individual or entity makes a claim to any right or entitlement in the Reserved Capacity, other than a claim made by Developer's assignee, as such assignee is identified in the written approval. This obligation to indemnify, defend and hold harmless shall include all amounts associated with any adverse claim to the Reserved Capacity. Developer shall also ensure that any individual or entity receiving an assignment of the Reserved Capacity pursuant to this Agreement shall be bound

to the terms and conditions of this Agreement and shall assume the rights and obligations of Developer moving forward; provided that Developer's obligation to indemnify, defend, and hold Barrow County harmless, as such obligations are described herein, shall survive any assignment of this Agreement or transfer of the Reserved Capacity to an assignee.

6. RESERVATION OF EASEMENT FOR FUTURE SEWER LINES. Developer and any successors, assigns, and end users shall reserve on all final plats an easement along all natural drainage areas to the boundaries of the Development for the purpose of running future sewer lines to the County's sewer system. Said easement shall be a minimum of 20 feet and adequate to install said lines. After future sewer lines are installed, easement width may be reduced with the written consent of the County.

7. NO LIABILITY FOR THIRD-PARTY FAILURE. Developer, on behalf of any successors, assigns, and end users, acknowledges and agrees that the County shall have no liability to any owner of the Property for the failure of any third party to do or perform any act, including, without limitation, any failure by a third party to grant the County necessary permits, to pay the cost of installing all or any part of a sewage collection system or to grant an easement upon which Developer may be dependent in order to connect Developer's sewage collection system to the County's sewer system.

8. REPURCHASE. If Developer has failed to begin use of the Reserved Capacity within two years of the date of this Agreement (as evidenced by failure to tap on to the County sewer system) the County may in its sole discretion elect to repurchase the entire Reserved Capacity by providing the Developer notice and opportunity to respond, and thereafter returning the purchase price. If Developer has failed to fully use the Reserved Capacity within four years of the date of this Agreement (as evidenced by fewer than the expected number of tap-ons to the County sewer system), the County may in its sole discretion elect to repurchase any unused Reserved Capacity by providing the Developer notice and opportunity to respond, and thereafter returning the purchase price.

9. STATUS OF DEVELOPMENT; WITHDRAWAL OF SEWER CAPACITY. The County and the Developer understand and agree that due to the limited amount of sewer capacity available to the County, the Developer shall furnish status reports to the County at twelve (12) month intervals from the date hereof and thereafter, showing the status of utilization of the Reserved Capacity until completion. These reports shall be in sufficient detail to show the status of contracts, closings, construction, and occupancy dates. If the Developer has not utilized all of its Reserved Capacity within four (4) years from the date of this Agreement (as evidenced by fewer than the expected number of tap-ons to the County sewer system), the Developer shall have thirty (30) days to notify the County in writing of its intent to retain the remaining unused Reserved Capacity until the next anniversary of the Agreement, and shall notify the County annually thereafter as long as Reserved Capacity remains unused. If the Developer fails to provide the required notice of intent to retain unused Reserved Capacity or fails to respond to the County's notice of intent to repurchase unused Reserved Capacity or any portion thereof (pursuant to Paragraph 8), the County shall provide one written follow-up notification. If the County does not receive a response from the Developer within thirty (30) days after the sending of the follow-up notification, the County may deem any remaining unused Reserved Capacity forfeited, in which

event the Developer shall have no right, title, or interest to such Reserved Capacity and will not be entitled to any refund of the purchase price of the Reserved Capacity.

10. DEVELOPER'S REPRESENTATIVE. Developer shall designate at least one officer or employee to represent it in all matters arising under this Agreement. Such person(s) shall have authority to act for Developer regarding its performance hereunder. Developer shall notify the County in writing of such designation and any subsequent changes to the designated officer or employee. At this time, Developer designates Jay DuBose as its authorized representative.

11. HEALTH AND SAFETY. Developer shall be responsible for safety and security related to and during the performance of the services contemplated in this Agreement and shall take all measures necessary to ensure that it and its contractors, subcontractors and other persons or firms engaged by or through Developer provide and maintain a safe working environment and properly protect (i) all persons at or in proximity to the services, including those in adjacent locations, from risk of injury and danger to health; and (ii) property and equipment from damage or loss.

12. SCHEDULE OF PERFORMANCE. The parties acknowledge and agree that, as of the date hereof, the County may not have adequate current sewage treatment capacity to provide the Reserved Capacity for treatment, but that the County intends to construct additional treatment capacity to be available by the Reservation Date. Developer understands and acknowledges that due to weather, permitting and other factors outside the County's control, the County may not be able to provide the reserved capacity by the Reservation Date, but the County will use its best efforts to cause the additional capacity to be completed as quickly as possible if not available by the Reservation Date. Notwithstanding the County's inability to make complete assurances as to the timing of availability of capacity to Developer, Developer agrees and acknowledges that it gains a valuable benefit under this Agreement to have capacity reserved for Developer when such capacity is available.

13. CONSTRUCTION OF AGREEMENT. The parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions of this Agreement, and the parties agree to the enforcement of any and all of these provisions and execute this Agreement with full knowledge of these. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provision shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. This Agreement constitutes the parties' entire agreement and supersedes all prior written and oral understandings of the parties regarding the reservation of sewer capacity for the benefit of the Development. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. The parties shall be bound only by the provisions contained herein and by any subsequent modifications agreed to in writing by both parties. If any provision of this Agreement is found to be unenforceable, the parties shall be bound by the remaining provisions of this Agreement in the same manner as if such unenforceable

provision had not been included herein, it being the intention of the parties that all provisions of this Agreement are severable.

14. FORCE MAJEURE. In the event any party to this Agreement is rendered unable wholly or in part by a "force majeure" event to carry out its obligations under this Agreement, other than its obligations to make payments due, then the party affected by the force majeure shall give written notice with explanation to the other party promptly. Following such notice, the effective obligations of the party giving notice shall be suspended, but only during the continuance of the event of force majeure, provided due diligence is demonstrated in seeking remedy to the cause. As used in this paragraph, the term "force majeure" shall mean, acts of God, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, floods, adverse weather conditions in excess of typical weather conditions reasonably anticipated, washouts, civil disturbances, explosions, labor disputes, inability with reasonable diligence to obtain materials and any other cause not within the reasonable control of the party claiming a suspension despite its due diligence, not to include lack of funds.

15. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

16. APPLICABLE LAW AND DISPUTE RESOLUTION. This Agreement shall be interpreted and the rights and obligations of the parties shall be determined in accordance with the laws of the State of Georgia. The parties hereby submit to the exclusive jurisdiction of the Barrow County Superior Court for the purposes of all proceedings arising out of or relating to this Agreement.

17. TERM. This Agreement shall terminate when all rights and obligations of the parties have been satisfied or discharged, or upon repurchase by or forfeiture of all Reserved Capacity to Barrow County consistent with Paragraphs 8 and 9 above, provided however, that the County shall continue beyond the term of this Agreement to provide treatment services to the end users of Reserved Capacity that has not reverted to the County.

18. NOTICE. Any notice required by this Agreement shall be in writing and shall be deemed sufficiently given when personally delivered, sent by Federal Express or similar receipted, overnight courier service billed to sender, or sent by certified mail or registered mail if sent to the addresses of each party as set forth below:

If to the County:
Barrow County Board of Commissioners
Attn: County Manager
30 N. Broad Street
Winder, GA 30680

If to Developer:
Attn: Jay DuBose
Resibuilt Homes
3630 Peachtree Rd NE, Ste 1500
Atlanta, GA 30326

19. COUNTERPARTS. This Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all parties.

20. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be construed to be a waiver of Barrow County's sovereign immunity or any individual's qualified, good faith or official immunities.

21. 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.

22. AUTHORITY TO CONTRACT. The individual executing this Agreement on behalf of Developer covenants and declares that it has obtained all necessary approvals of Developer's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Developer to the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the fully authorized officials of Barrow County and the fully authorized officers of Developer have respectively caused this Agreement to be entered into on behalf of Barrow County and Developer and the seals of Barrow County and Developer to be affixed hereto on the date and year first above written.

BARROW COUNTY, GEORGIA

By: ____________________________

Its: County Manager

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

____

Witness

Mary Greeson

Notary Public

[NOTARY SEAL]

MARY GREESON
NOTARY
EXPIRES
GEORGIA
APRIL 27.2025
PUBLIC
BARROW COUNTY

My Commission Expires:
April 27, 2025

DEVELOPER

By: ____________________________ C. Jay Dyce

Its: Organizer

[SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

____

Witness

____

Notary Public

[NOTARY SEAL]

My Commission Expires:
December 8th, 2026

CRENGUTA TAMASU
NOTARY PUBLIC STATE OF GEORGIA
FORSYTH COUNTY
COMISSION EXPIRES 12-8-2026

AGENDA ITEM NO. e

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Cissy Greeson, Public Works Department
ITEM TYPE:	Agreement
AGENDA SECTION:	**New Business**
SUBJECT:	Consideration to approve the Water Line Participation Agreement between Barrow County and Finch Landing LLC and to authorize the Chairman to execute the agreement.

Work Session:
Voting Session

Purpose:
Consideration to approve the Water Line Participation Agreement between Barrow County and Finch Landing LLC and to authorize the Chairman to execute the Agreement.

Background/Summary:
The Developer plans to install an 8" water main line from the County's existing line at Highway 11 and extending under the highway and then along the right of way of Union Church Road in the County to service an upcoming residential development known as Equestrian Falls on property identified as County Parcel No. XX104 168A (the "Project");

- The Developer's costs for material and labor to install said water line has been quantified as $99,064.45
- The County will benefit from the installation of the water line as it will allow the County to provide future water service to neighboring properties
- The County is willing to share in the cost of the installation of the water line by contributing $44,580.00 towards the above-referenced costs on the terms outlined herein
- Developer intends to engage Moore Grading (the "Contractor") to install an 8" water main line from the County's existing line at Highway 11 and extending under the highway and then along the right of way of Union Church Road to the Equestrian Falls development identified above at an

expected total cost of $99,064.45. The exact location and specific parameters of said water line will be agreed in writing between the Parties

- Developer shall be solely responsible for all amounts owed to Contractor for the installation
- Following completion of the Project, all title and ownership in the Project shall vest in the County, and the County shall be solely responsible for all maintenance and upkeep associated with the Project thereafter
- Developer shall ensure that all required permits are obtained for the Project and that the water line will be installed in compliance with all County standards
- Developer agrees to provide the County with copies of all engineering plans and drawings related to the Project and agrees to keep the County reasonably apprised of the Project's status until the Project is complete

Upon completion of the Project to the County's satisfaction and upon the Developer providing proof that all costs for materials and labor for the installation of the Project have been paid in full, the County will pay to Developer the total sum of $44,580.00 as the County's contribution to the Project due to the benefits of the Project to the County. If the Developer's actual costs of the Project are less than the amount identified in Section 1, the County's contribution will be reduced on a pro rata basis. If the Developer's actual costs of the Project exceed the amount identified in Section 1, the County's contribution shall remain at $44,580.00.

Options:

- Approval of the agreement
- Denial of the agreement

Finance Officer Comments (if applicable):

If approved, the project would be funded by the Water and Sewer with a budget adjustment in the amount of $44,580.00 from the contingency account for the fund.

Account	FY 2025 Budget	Budget Amendment	FY 2025 Amended Budget
5074401-542000-WA055	--	$44,600.00	$44,600.00
5074401-579000	$1,415,215.00	$44,600.00	$1,370,615.00

ATTACHMENTS:

SIGNED BY FINCH WATER LINE AGREEMENT 2-20-25.pdf

WATER LINE PARTICIPATION AGREEMENT

THIS WATER LINE PARTICIPATION AGREEMENT (the "Agreement") is entered into as of this 25th day of February, 2025 (the "Effective Date"), by and between **BARROW COUNTY, GEORGIA**, a political subdivision of the state of Georgia ("the County") and **FINCH LANDING LLC**, a Georgia limited liability company ("Developer").

BACKGROUND

WHEREAS, Developer plans to install an 8" water main line from the County's existing line at Highway 11 and extending under the highway and then along the right of way of Union Church Road in the County to service an upcoming residential development known as Equestrian Falls on property identified as County Parcel No. XX104 168A (the "Project");

WHEREAS, Developer's costs for material and labor to install said water line has been quantified as $99,064.45;

WHEREAS, the County will benefit from the installation of the water line as it will allow the County to provide future water service to neighboring properties; and

WHEREAS, the County is willing to share in the cost of the installation of the water line by contributing $44,580.00 towards the above-referenced costs on the terms outlined herein.

NOW THEREFORE, in consideration of the benefits to be realized from the obligations hereinafter set forth and for other good and valuable consideration the sufficiency of which is acknowledged by the Parties, the County and the Developer agree as follows:

Section 1. **The Project.** Developer intends to engage Moore Grading (the "Contractor") to install an 8" water main line from the County's existing line at Highway 11 and extending under the highway and then along the right of way of Union Church Road to the Equestrian Falls development identified above at an expected total cost of $99,064.45. The exact location and specific parameters of said water line will be agreed in writing between the Parties. Developer shall be solely responsible for all amounts owed to Contractor for the installation.

Section 2. **Project Ownership and Maintenance.** Following completion of the Project, all title and ownership in the Project shall vest in the County, and the County shall be solely responsible for all maintenance and upkeep associated with the Project thereafter.

Section 3. **Project Oversight.** Developer shall ensure that all required permits are obtained for the Project and that the water line will be installed in compliance with all County standards. Developer agrees to provide the County with copies of all engineering plans and drawings related to the Project and agrees to keep the County reasonably apprised of the Project's status until the Project is complete.

Section 4. **<u>County Reimbursement Contribution</u>**. Upon completion of the Project to the County's satisfaction and upon the Developer providing proof that all costs for materials and labor for the installation of the Project have been paid in full, the County will pay to Developer the total sum of $44,580.00 as the County's contribution to the Project due to the benefits of the Project to the County. If the Developer's actual costs of the Project are less than the amount identified in Section 1, the County's contribution will be reduced on a pro rata basis. If the Developer's actual costs of the Project exceed the amount identified in Section 1, the County's contribution shall remain at $44,580.00.

Section 5. **<u>Entire Agreement.</u>** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein. This Agreement may be amended only by a written instrument executed signed by both Parties.

Section 6. **<u>Headings.</u>** The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

Section 7. **<u>Governing Law and Venue.</u>** This Agreement has been entered into and shall be governed, construed and interpreted pursuant to an in accordance with the laws of the State of Georgia. Any litigation arising out of this Agreement shall be brought in the Superior Court of Barrow County, Georgia. The prevailing party in any such litigation shall be entitled to recover its reasonable costs and attorneys' fees.

Section 8. **<u>Severability</u>**. Any term or provision of this Agreement which is proven to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other term or provision hereof.

Section 9. **<u>Counterparts</u>**. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures exchanged by electronic means such as a pdf shall be valid as if originals.

The signature page follows this page.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

BARROW COUNTY, GEORGIA, a political subdivision of the state of Georgia

By: ______________________________
Name: ____________________________
Title: _____________________________

Attest: ___________________________
Name: ____________________________
Title: _____________________________

FINCH LANDING LLC, a Georgia limited liability company

By: ______________________________
Name: James Reynolds III
Title: Owner / Member

Attest: ___________________________
Name: Julie Wilson
Title: Witness

AGENDA ITEM NO. f

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	February 25, 2025
SUBMITTED BY:	Srikanth Yamala, County Manager
ITEM TYPE:	Board Action
AGENDA SECTION:	**New Business**
SUBJECT:	Consideration to approve a temporary supplement to convert the Barrow County State Court Solicitor position from part-time to full-time.

Purpose:

Approve a temporary supplement to convert the Barrow County State Court Solicitor position from part-time to full-time.

Background/Summary:

- The Solicitor's Office was formed in 2021 by a statute codified in 2020 (HB 1157) providing that Barrow County shall have a part-time State Court Solicitor.
- The ACCG salary guide states that: for counties that have state courts, there is no statewide salary for state court judges and solicitors-general. Their salaries are established only by local law and paid for by the county. The commissioners are specifically authorized by state law to provide a supplement to the salary set by local legislation; if a county provides such a supplement, it may not be reduced during the judge's or solicitor-general's term in office.
- Kyle Sharry has been serving as the Solicitor in a part-time capacity since August 2021, and the office had two full-time assistant solicitors in addition to Mr. Sharry.
- Due to the increased workload and one of the assistant solicitor positions being vacant, Mr. Sharry has proposed to convert his position to a full-time. This would require legislative action by the Georgia General Assembly, and Mr. Sharry is proposing to work on this legislation to be considered during the 2026 session.
- In the meantime, Mr. Sharry has agreed to eliminate the vacant assistant solicitor position and convert his position into a temporary full-time position with a temporary supplement that would increase his annual salary to $120,000.00 per year. His current salary is $54,234.78.
- Should the General Assembly not approve the legislative act in the 2026 session, the proposed temporary supplement would be eliminated, and the position would revert back to part-time.
- The proposed temporary supplement would be funded by the fulltime position that is currently vacant, making this a budget neutral request.
- Finally, below is a snapshot of revenue generated by the Solicitor's Office since 2023

Fiscal Year	Regular Fines	Pretrial Diversion	Total Revenue
2023	$645,641	$15,550	$661,191
2024	$1,140,168	$13,016	$1,153,184
2025 (as of 2/20/25)	$520,834	$8,593	$529,427

Options:

- Approve of the request
- Denial of the request

Finance Officer Comments (if applicable):

If approved, the requested supplement pay ($5,480.44 per month) would be retroactive as of February 1, 2025 and would be paid through the remainder of FY 2025. Below is the current salary and the requested supplement for the remainder of FY 2025. All other benefit selection amounts would not change because they are rate based, not salaried based.

	Current Salary	Requested Supplement	Total Salary including supplement
Salary	$ 54,234.78	$ 27,402.18	$ 81,636.96
FICA	3,362.56	1,698.93	5,061.49
Medicare	786.40	397.33	1,183.74
	$ 58,383.74	$ 29,498.44	$ 87,882.18

ATTACHMENTS:

HB 1157.pdf

House Bill 1157 (AS PASSED HOUSE AND SENATE)

By: Representatives England of the 116th, Kirby of the 114th, and Gaines of the 117th

A BILL TO BE ENTITLED

AN ACT

To create the State Court of Barrow County; to specify the location of the court and provide for facilities therefor; to provide for jurisdiction, powers, practice, and procedure; to provide for terms of court; to specify business hours of the court; to specify costs and fees; to provide for transfer of certain matters from the Superior Court of Barrow County; to provide for institution of criminal cases; to provide for appeals; to provide for selection, number, and compensation of jurors; to provide for appointment, election, qualifications, and terms of office of a judge of the court; to provide for restrictions and discipline of such judge and powers and duties thereof; to provide for the appointment, election, qualifications, and terms of office of a solicitor-general of the court and the powers and duties thereof; to provide for a clerk and sheriff of the court and the duties thereof; to provide compensation for the judge, solicitor-general, and other officers and staff of the court; to provide for a judge pro hac vice and an official court stenographer; to provide for expenses for the court; to provide for related matters; to provide for effective dates; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Effective January 1, 2021, there is created the State Court of Barrow County which shall have the power, jurisdiction, and method of procedure as provided by Chapter 7 of Title 15 of the O.C.G.A.

SECTION 2.

The State Court of Barrow County shall be located in the county site of Barrow County in facilities provided by the governing authority of Barrow County.

SECTION 3.

The State Court of Barrow County shall have such rules of practice and procedure as provided by Chapter 7 of Title 15 of the O.C.G.A. or by rules promulgated by the Supreme Court of Georgia.

SECTION 4.

The State Court of Barrow County shall have quarterly terms beginning on the second Monday of January, April, July, and October in the county site of Barrow County, and such terms shall remain open for the transaction of business until the next succeeding term. If the date fixed for the convening of any term is a legal holiday, then that term shall begin on the next day thereafter which is not a legal holiday. Such court shall at all times be open for the purpose of receiving pleas of guilty in criminal cases and passing sentence thereon and for the transaction of civil business before the court.

SECTION 5.

The clerk of the state court shall be required to keep his or her office open the same hours for business as the clerk of the superior court.

SECTION 6.

The clerk of the state court shall be entitled to charge and collect the same fees as the clerk of the superior court is entitled to charge and collect for the same or similar services. All such fees shall be paid into the county treasury, except those sums which are directed by law to be paid otherwise.

SECTION 7.

All misdemeanor criminal cases pending in the Superior Court of Barrow County, the Probate Court of Barrow County, and the Magistrate Court of Barrow County on January 1, 2021, shall be transferred to the State Court of Barrow County on such date and shall thereafter stand for trial in such state court as though originally filed therein.

SECTION 8.

All prosecutions in criminal cases instituted in the State Court of Barrow County shall be by written accusation, uniform traffic citation, or summons as provided for by Code Section 17-7-71 of the O.C.G.A.

SECTION 9.

Any cases tried in the State Court of Barrow County shall be subject to review by the Court of Appeals or the Supreme Court of Georgia, whichever court has jurisdiction, in the same manner and under the same rules of appellate procedure as apply to cases in the superior court.

SECTION 10.

(a) Traverse jurors shall be drawn, selected, chosen, and summoned for service in the State Court of Barrow County from the same jury list and from the same jury box and in the same manner as is done in the superior court. Jurors in such state court shall receive the same per diem compensation for service therein as in the Superior Court of Barrow County and shall be paid by Barrow County in the same manner and out of like funds as jurors are paid in the superior court.

(b) The jury for the trial of all civil cases tried in the State Court of Barrow County shall be composed of the number of jurors set forth in Chapter 12 of Title 15 of the O.C.G.A. Peremptory strikes in civil cases shall be exercised in the manner prescribed in Chapter 12 of Title 15 of the O.C.G.A.

(c) The jury for the trial of all criminal cases tried in the State Court of Barrow County shall be composed of the number of jurors set forth in Chapter 12 of Title 15 of the O.C.G.A. Peremptory strikes in criminal cases shall be exercised in the manner prescribed in Chapter 12 of Title 15 of the O.C.G.A.

SECTION 11.

(a) There shall be a judge of the State Court of Barrow County who shall be elected by the qualified voters of Barrow County at the state-wide nonpartisan general election in 2022, shall take office the first day of January immediately following such election, and shall serve for a term of office of four years and until the election and qualification of a successor, as provided by Chapter 7 of Title 15 and Title 21 of the O.C.G.A.; provided, however, that the first judge shall be appointed by the Governor for a term of office beginning January 1, 2021, and ending January 1, 2023, and until the election and qualification of a successor.

(b) The judge of such court shall have such qualifications and shall be subject to such restrictions and discipline as provided in Chapter 7 of Title 15 of the O.C.G.A. He or she shall be vested with all the power and authority of the judges of the state courts by Chapter 7 of Title 15 of the O.C.G.A.

(c) The judge shall be a part-time judge, shall be paid an annual salary in an amount equal to 45 percent of the state salary for judges of the superior court not including any local supplements, and shall receive all legally required benefits. Such salary shall be payable out of the funds of Barrow County at the same intervals as installments are paid to other county employees. The governing authority of Barrow County may supplement such judge's salary.

SECTION 12.

(a) There shall be a solicitor-general of the State Court of Barrow County who shall be elected by the qualified voters of Barrow County at the state-wide general election in November, 2022, shall take office the first day of January immediately following such election, and shall serve for a term of office of four years and until the election and qualification of a successor, as provided by Article 3 of Chapter 18 of Title 15 and Title 21 of the O.C.G.A.; provided, however, that the first solicitor-general shall be appointed by the Governor for a term of office beginning January 1, 2021, and ending January 1, 2023, and until the election and qualification of a successor.

(b) The solicitor-general of such court shall have such qualifications as provided in Article 3 of Chapter 18 of Title 15 of the O.C.G.A. and shall be a part-time solicitor-general of such court.

(c) The solicitor-general shall be paid an annual salary equal to 85 percent of the salary of the state court judge, not including any local supplements, and shall receive all legally required benefits. Such salary shall be payable out of the funds of Barrow County at the same intervals as installments are paid to other county employees.

SECTION 13.

(a) The clerk of the Superior Court of Barrow County shall, by virtue of his or her office, be the clerk of the State Court of Barrow County, and the sheriff of such county shall likewise be the sheriff of such state court. The clerk shall provide all the necessary dockets, writs, minute books, printed forms, and the like as will be necessary for such state court which shall be paid for by Barrow County in like manner as such items in the superior court.

(b) The number and salaries of any necessary additional support staff for the clerk of the superior court and the sheriff of Barrow County required to serve the State Court of Barrow County shall be set by the Barrow County Board of Commissioners.

SECTION 14.

The governing authority of Barrow County is authorized to supplement the salary of the clerk of the superior court in the amount of $500.00 per month.

SECTION 15.

In the event the judge of the State Court of Barrow County is unable to preside in the court or is disqualified for any reason, then the judge may appoint a judge pro hac vice to serve in his or her absence. Such judge pro hac vice shall meet the same qualifications as the judge of the State Court of Barrow County.

SECTION 16.

The judge of the State Court of Barrow County may appoint an official stenographer for such court who shall report such cases as the court may require. He or she shall receive the same fees as allowed for similar services in the superior court which shall be taxed and enforced as in the superior court.

SECTION 17.

The judge and solicitor-general of the State Court of Barrow County shall make application to the Barrow County Board of Commissioners for the provision of necessary and reasonable expenses incurred by them in the operation of the court.

SECTION 18.

This Act shall become effective on January 1, 2021; provided, however, that for purposes of making the initial appointments of the state court judge and solicitor-general elected by this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 19.

All laws and parts of laws in conflict with this Act are repealed.