

BOARD OF COMMISSIONERS
30 NORTH BROAD STREET
WINDER, GA 30680
(770) 307-3000

WWW.BARROWGA.ORG



Board of Commissioners Voting Session
Agenda
Tuesday, August 12, 2025 - 6:00 PM

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

I. Call to Order, Invocation, Pledge to Flag

II. Approval of Agenda

III. Remarks by Commissioners

IV. Approval of Minutes

- a) July 22, 2025 Special Called Meeting Minutes
- b) July 22, 2025 Executive Session Meeting Minutes
- c) July 22, 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. Presentation

- a) Presentation of the draft Motorola Solutions' Public Safety Radio System Upgrade Proposal for the E911 Department.

VII. Public Hearings

- a) **RZ 2025-035 (XX043 012R) 0 Patrick Mill Rd. SW, Noah Craig / Applicant; Hugh A. Rutledge Jr. / Owner.** Request for Change in Conditions to remove the Master Planned Development component from R3MPD to R3. [Note: The applicant requested for this item to be tabled until September 9, 2025, Voting Session.](#)
- b) **RZ 2025-036 (XX043 016) 718 Patrick Mill Rd., Jeffrey DeLoach / Applicant; WB Real Estate Holdings, LLC / Owner.** Request to rezone ± 12.18 acres from AG (Agricultural) to R2 (Medium Density Single Family Residential).

VIII. Old Business

- a) Consideration to approve the 2025 Sanitary Sewer Master Plan Proposal from Engineering Management, Inc. of Lawrenceville, GA, for the Sanitary Sewer Master Plan and to authorize the Chairman to execute the proposal. [Note 1: Tabled at the April 22, 2025, Voting Session until August 12, 2025, Voting Session.](#) [Note 2: Staff is requesting to table this item indefinitely.](#)

IX. New Business

- a) Consideration to adopt the 2025 Board of Education's millage rates and authorize the Chairman to execute any additional documents.
- b) Consideration to approve a resolution delegating authority to amend the ACCG 401 (a) Defined Contribution Plan for Senior Management Employees of Barrow County.
- c) Consideration of a Memorandum of Understanding and Agreement between Barrow County and the Town of Braselton for the Provision of Regulatory Activities on Tax Parcel BR023-029, formally known as Tax Parcel XX023 014, and to authorize the Chairman to execute the agreement.
- d) Consideration to approve the declaration of one (1) 2018 John Deere 323E Skid Steer as a trade-in for the purchase of one (1) new 2025 John Deere 333 P-Tier Compact Track Loader for the Roads & Bridges Division from Dobbs Equipment of Braselton, GA, in the net amount of \$77,500.00.
- e) Consideration to approve the declaration of one (1) 2015 John Deere 6105E with attached Alamo boom mower as a trade-in for the purchase of one (1) new John Deere 6M 105 with an attached Alamo 60-inch boom mower for the Roads & Bridges Division from Dobbs Equipment of Braselton, GA, in the net amount of \$222,977.15.
- f) Consideration to approve the Request for Traffic Signal for the Transportation Division from the Georgia Department of Transportation (GDOT) for a signal permit at SR 81 (Loganville Highway) at Bethlehem Springs Boulevard and authorize the Chairman to execute the request for traffic signal.

X. Executive Session

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

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

No action will be taken during this session.

XI. Adjournment

Barrow County Government 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.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: July 22, 2025 Special Called Meeting Minutes

Work Session:
Voting Session

ATTACHMENTS:
[Draft Special Called Meeting Minutes.pdf](#)



**Board of Commissioners Special Called
Draft Minutes
Tuesday, July 22, 2025 - 5:00 PM**

I. Call to Order

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Present
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Present
Tim Walker	District 5	Present
Deborah Lynn	District 6	Absent
Srikanth Yamala	County Manager	Present
Also Present: County Attorney Charles Ferguson and Deputy County Clerk Kat McReynolds.		

II. Executive Session

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

Motion to enter executive session at 5:00 PM. Motion made by Graham, seconded by Shook.
Voting results shown in the box above.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Joe Goodman, District 1
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker
ABSENT:	Lynn

Motion to adjourn executive session and return to regular session at 5:41 PM. Motion made by Graham, seconded by Goodman. Voting results shown in the box above.

III. Adjournment

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

Motion to adjourn at 5:41 PM. 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.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: July 22, 2025 Executive Session Meeting Minutes

Work Session:
Voting Session

ATTACHMENTS:
[Executive Session 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 July 22, 2025.

2.
During such meeting, the Board voted to go into closed session.

3.
The executive session was called to order at 5:00 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 22nd day of July 2025.

Barrow County Board of Commissioners

Pat Graham
Pat Graham, Chairman

Joe Goodman
Joe Goodman, District 1

Rolando Alvarez
Rolando Alvarez, District 3

Tim Walker
Tim Walker, District 5

Kenny Shook
Kenny Shook, District 2

Alex Ward
Alex Ward, District 4

Deborah Lynn
Deborah Lynn, District 6

Sworn to and subscribed before me this 22nd day of July 2025.

Notary Public

My Commission Expires:



Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Minutes

AGENDA SECTION: **Approval of Minutes**

SUBJECT: July 22, 2025 Voting Session Meeting Minutes

ATTACHMENTS:

[Draft Voting Session Meeting Minutes.pdf](#)



**Board of Commissioners Voting Session
Draft Minutes
Tuesday, July 22, 2025 - 6:00 PM**

I. Call to Order, Invocation, Pledge to Flag

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

Attendee Name	Title	Status
Pat Graham	Chairman	Present
Joe Goodman	District 1	Present
Kenny Shook	District 2	Present
Rolando Alvarez	District 3	Present
Alex Ward	District 4	Present
Tim Walker	District 5	Present
Deborah Lynn	District 6	Absent
Srikanth Yamala	County Manager	Present
Also Present: County Attorney Charles Ferguson and Deputy County Clerk Kat McReynolds.		

Commissioner Ward led the invocation and pledge.

II. Approval of Agenda

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

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

III. Remarks by Commissioners

IV. Approval of Minutes

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

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

- a) July 8, 2025 Voting Session Meeting Minutes
- b) July 8, 2025 Executive Session Meeting Minutes

V. Public Comment on Agenda Items

VI. Consent Agenda

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

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

- a) Consideration to approve the appointment of Chris Akins to the Barrow County Impact Fee Committee.
- b) Consideration to approve the appointment of Shawn McDougall to the Barrow County Impact Fee Committee.
- c) Consideration to approve the appointment of Joe Vann to the Barrow County Impact Fee Committee.
- d) Consideration to approve the appointment of Vickie Keibler to the Barrow County Impact Fee Committee.
- e) Consideration to approve the appointment of Mason Orr to the Barrow County Impact Fee Committee.
- f) Consideration to approve the appointment of Sara Johnson to the Barrow County Impact Fee Committee.
- g) Consideration to approve the appointment of David Smith to the Barrow County Impact Fee Committee.
- h) Consideration to approve the appointment of Meredith Cameron to the Barrow County Impact Fee Committee.
- i) Consideration to approve the appointment of Bryan Warring to the Barrow County Impact Fee Committee.
- j) Consideration to approve the appointment of Bill Brantley to the Barrow County Impact Fee Committee.

VII. New Business

- a) Consideration to approve the transfer of one (1) 2020 Ford Escape from the Barrow County Emergency Management Agency to the Barrow County Tax Commissioner Office and approve the purchase of one (1) new 2025 Expedition 4x4 for the Barrow County Emergency Management Agency Department from Akins Ford of Winder, GA, in the amount of \$61,620.00 with the necessary budget amendment.

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

Motion to approve as presented with the requested budget amendment for \$2,020.00. Motion made by Ward, seconded by Goodman. Motion with the voting results shown in the box above.

- b) Consideration to approve the declaration of one (1) 2016 Ford Expedition as surplus and approve the purchase of one (1) new 2025 Ford F-150 crew cab 4x4 for the Fire Department from Akins Ford of Winder, GA, in the amount of \$50,737.00.

RESULT:	PASSED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Joe Goodman, District 1
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker
ABSENT:	Lynn

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

- c) Consideration to approve the 6th Amendment to EMS Services Agreement with Northeast Georgia Physicians Group, Inc., in the amount of \$4,438,380.00 and authorize the Chairman to execute the agreement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Pat Graham, Chairman
SECONDER:	Tim Walker, District 5
AYES:	Graham, Goodman, Shook, Alvarez, Ward, Walker
ABSENT:	Lynn

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

- d) Consideration to approve the construction services proposal for the Burn Building renovation for the Fire Department from Lichty Commercial Construction, Inc. of Atlanta, GA, in the amount of \$133,615.15, and authorize the Chairman to execute the proposal.

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

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

- e) Consideration to approve the five year Professional Services Agreement for the Water System Engineering, and Consulting Services for the Carl Bethlehem Road Water Main Extension Project from Precision Planning, Inc. of Lawrenceville, GA, in the amount of \$99,060.00 and authorize the Chairman to execute the agreement.

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

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

VIII. Executive Session

IX. Adjournment

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

Motion to adjourn at 6:10 PM. Motion made by Graham, seconded by Alvarez. Voting results shown in the box above.

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

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Jeremy Pickett, E 911

ITEM TYPE: Board Action

AGENDA SECTION: Presentation

SUBJECT: Presentation of the draft Motorola Solutions' Public Safety Radio System Upgrade Proposal for the E911 Department.

Work Session:
Voting Session

Purpose:

This proposal addresses Barrow County's need for an upgrade of its existing Motorola Public Safety Radio System to provide sufficient public safety radio coverage in a rapidly growing market, and to provide sufficient system bandwidth capable of handling emerging data-intensive public safety tools.

Background/Summary:

This upgrade proposal by Motorola Solutions will extend the natural end-of-life cycle for tower infrastructure and dispatch radio equipment, will increase the concurrent channel capacity of each trunked site, and will substantially increase the data bandwidth of the system's site-to-site microwave network. Additionally, the proposal includes the introduction of a sixth trunked site (location t.b.d.) that will greatly improve public safety radio coverage along the growing GA State Route 316 corridor, down to the Walton County line. The proposal also joins the Barrow County Public Safety Radio System with the shared Hall County/Jackson County Public Safety Radio Core, creating a robust tri-county regional public safety radio system that will improve interagency interoperability and divide network core costs between the three counties. Infrastructure upgrades are proposed at \$22,846,336, with an additional \$6,338,951 for maintenance, for a 10-year total cost of ownership of \$29,185,287.

ATTACHMENTS:

[Updated Cover Letter.pdf](#)
[Barrow County E911 Presentation.pdf](#)
[BARROW COUNTY -ASTRO UPGRADE PROJECT.pdf](#)



Motorola Solutions, Inc.
500 W. Monroe Street, Suite 4400
Chicago, IL 60661

June 27, 2025

Barrow County Board of Commissioners
Attn: Jeremy Pickett, Emergency Communications Director
222 Pleasant Hill Church Rd NE
Winder, Georgia 30680

Subject: P25 Radio System Proposal Draft

Dear Mr. Pickett:

Motorola Solutions, Inc. (Motorola) is grateful for the opportunity to propose an upgrade to Barrow County's 700 MHz P25 Simulcast Radio System for its first responders and its public works personnel. Our Georgia-based project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value to the first responders and citizens of Barrow County. The contents of this proposal represent our offering based on information the County's consultant and employees have provided.

Key elements of our proposal to Barrow County include:

- A 6-site Project 25 TDMA/FDMA Public Safety Simulcast Radio System Infrastructure Upgrade connecting to the Hall County Core
- Seven (7) Next-Generation AXS Dispatch Consoles for the 9-1-1 Emergency Communication Center
- WAVE and Critical Connect connectivity using the Hall County Core
- Five hundred forty-four (544) APX P25 TDMA mobiles and portables, as well as Flash codes for additional existing subscribers

Motorola Solutions' time-based proposal incentives are valid through August 28, 2025 and subject to Motorola Solutions' Customer Agreement, or a negotiated version thereof. If you have any questions concerning our proposal, please contact Parks McIntosh, Motorola Account Executive at (470) 927-2457 or Jarrod Shupe, Motorola Strategic Projects Area Sales Manager at (386) 227-7675.

Sincerely,
Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Janet Fernandez'.

Janet Fernandez
Regional Vice President, Southeastern Territory
North America Government Markets

Board of Commissioners Presentation

AUGUST 12, 2025



Agenda:

- Board Presentation
- Next Steps



tusa | Consulting Services
Raising the Bar in Critical Communications



Project Plan Update

Barrow County/TUSA/Motorola

Initial Meeting - May 2024

Site Walks – July 2024

Motorola Proposal - October 2024

Follow-up meeting – November 2024

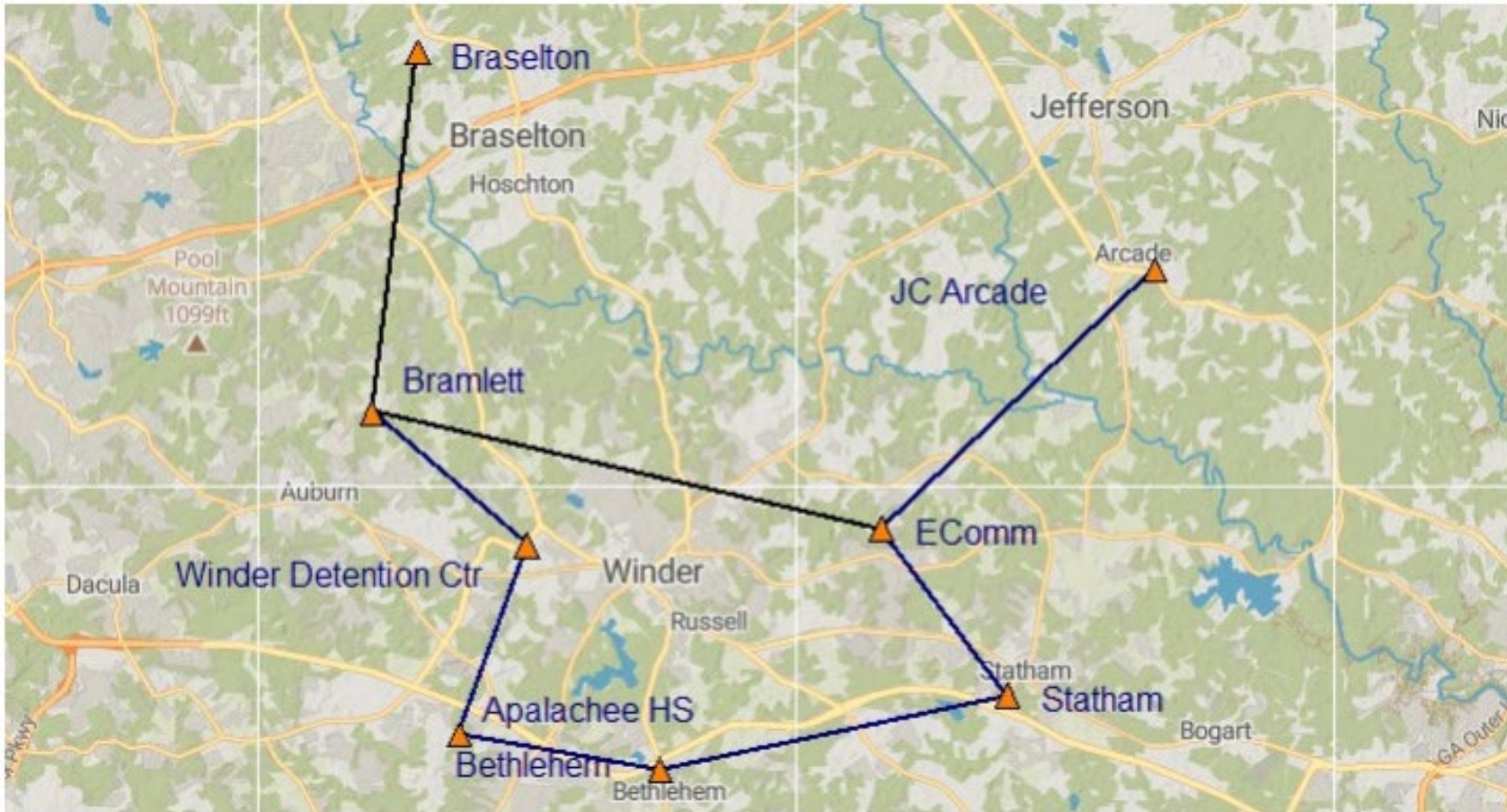
Project Reviews & Options – April – Present 2025

Board Presentation – August 2025



Project Plan Update

System Design – Barrow/Hall/Jackson Convergence



Project Plan Update

System Design – Upgrade View (highlights)

Added Coverage – Growth Areas (6 site design – adding site in Apalachee High School area)

Added Channel Capacity – County & BOE (EOL – 2032)

Upgrade Consoles (EOL – 2030)

Upgrade Simulcast Controller (EOL -2028)

Upgrade Microwave (EOL – now)

Add Site Security Cameras

Upgrade Subscribers County w/options for add-on users and other County/Municipal current Users

Portables or Broadband Devices with WAVE (broadband capable)

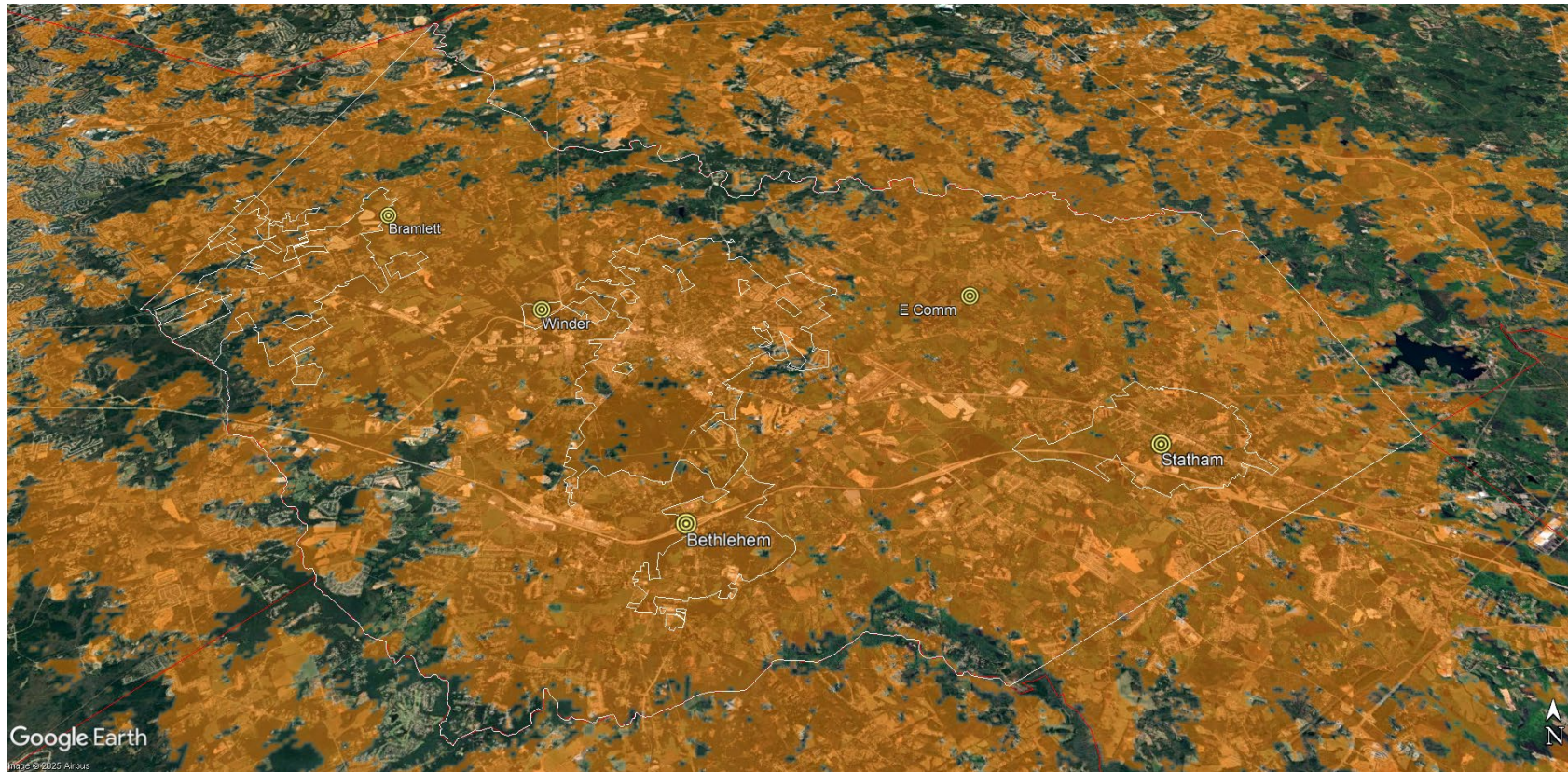
Cybersecurity

EDGE Controller – Resiliency with connection to Hall Core



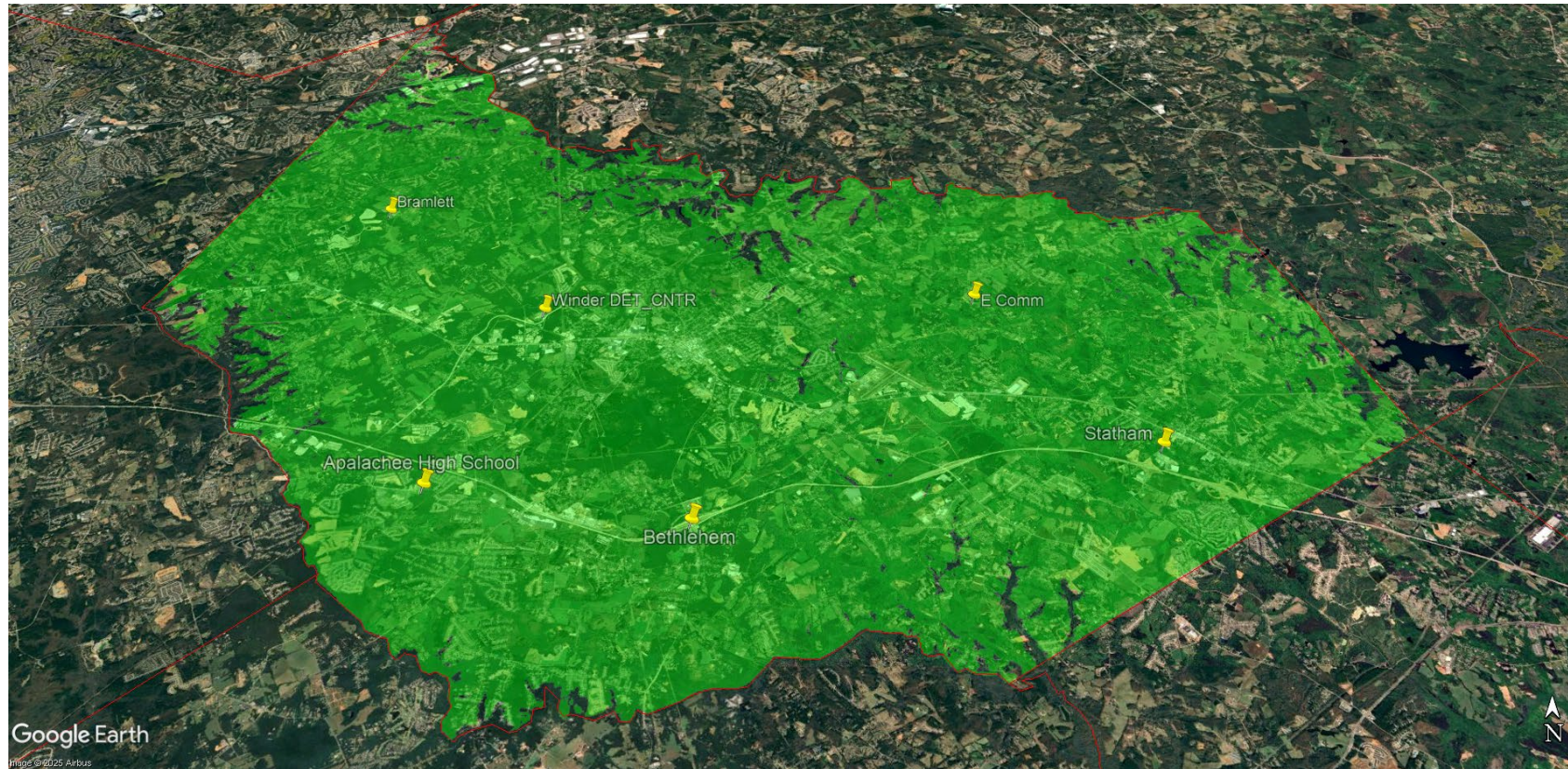
Project Plan Update

Current Coverage – 10dB



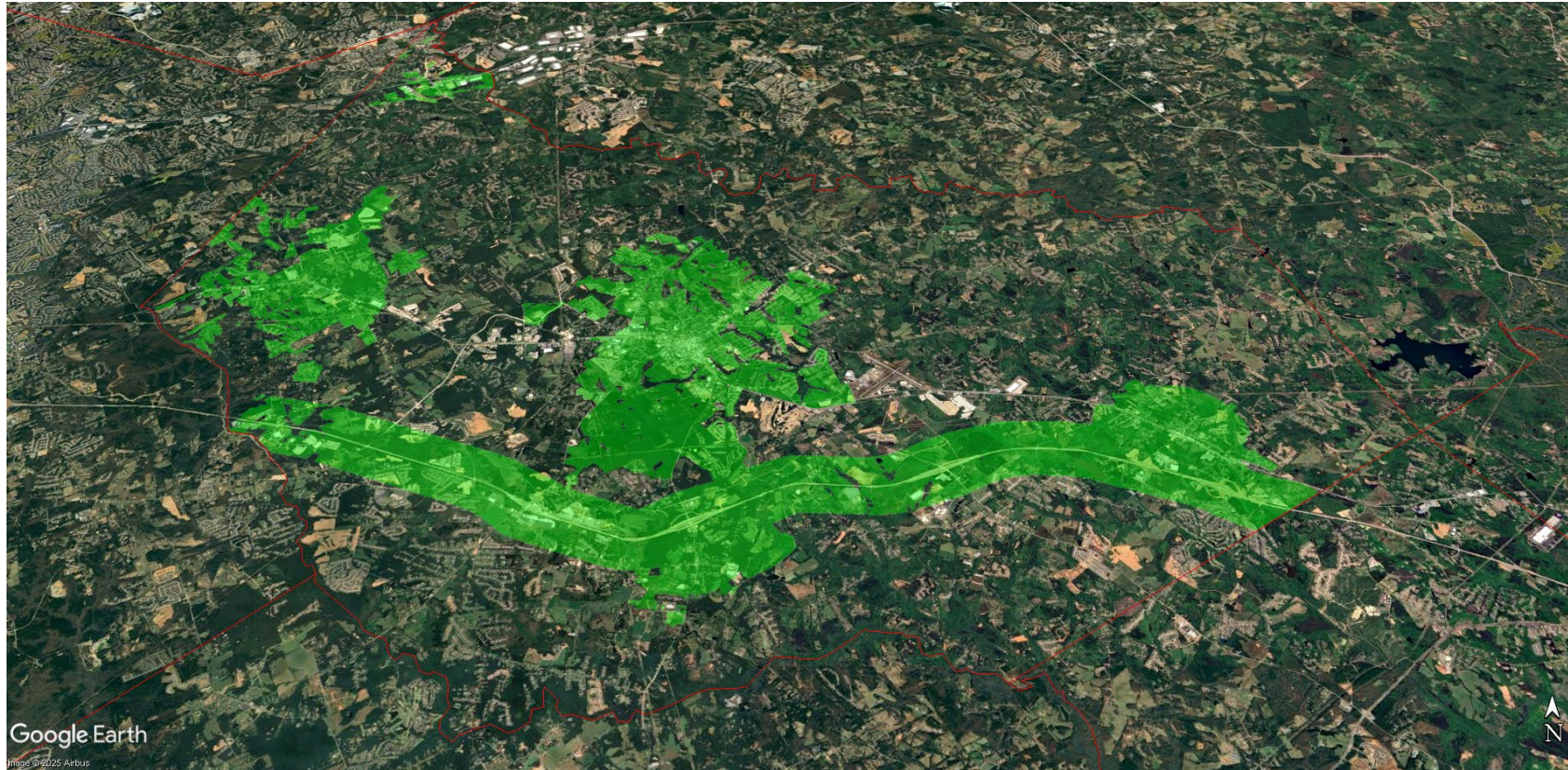
Project Plan Update

Coverage Improvements – 10dB



Project Plan Update

Coverage Improvements - 20dB



Project Plan Update Infrastructure Cost

Motorola Solutions

6 sites

Infrastructure Equipment	\$8,334,952.00
PM, Engineering, & Installation Services	\$6,763,772.00
Subscribers	\$4,575,120.00
Subscriber Programming & Installation Services	\$695,706.00
Incentive Discounts	(\$4,899,598.00)
System & Subscriber Total	\$15,469,952.00



Project Plan Update Service Cost

Motorola Solutions

6 sites

System Maintenance Years 4-10 (yearly in separate worksheet)

\$6,564,100.00

Total Cost of Ownership

\$22,034,052.00

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035		Total
6 sites	incl	incl	incl	\$742,599	\$783,748	\$883,296	\$1,116,736	\$972,780	\$1,016,797	\$1,068,085		\$6,584,041



Project Plan Update (highlights)

- Replaces all projected end of life equipment
- Joins system with Hall/Jackson County
- Prepares for BOE to join (future)
- New 3 Year Warranty for New Infrastructure Equipment
- Covers Current Service Plan – 18 months
- New 10-Year Service Contract



NEXT STEPS

- ✓ Board Approval
- ✓ Contract Negotiation
- ✓ Contract September 2025

NOTES:

Other agency subscriber upgrades – could assist with discounts on final discounts (TBD)



Questions?



BARROW COUNTY - ASTRO UPGRADE PROJECT

	6 RF Site Solution
Core - Licensing, IMW, KVL	\$ 1,149,283
P25 RF Equipment - 5 Sites, 6 Channel DBR	\$ 4,395,178
P25 RF Equipment - 2 New Sites, Tower, Shelter, 6 Channel DBR	\$ 1,745,334
Dispatch - 7 AXS Consoles, 1 AIS, Edge Availability	\$ 720,309
Microwave with 2 Connection thru Jackson County to Hall County Core	\$ 1,419,288
Spare Equipment	\$ 302,713
Subscribers - 7 Dispatch Consolettes	\$ 112,508
Subscribers - 544 County plus 79 Legacy APX Flashes	\$ 6,095,103
Total Equipment	\$ 15,939,715
Purchase Contract Discount	\$ (3,029,643)
Total Equipment After Contract Discount	\$ 12,910,072
Systems Integration (PM,Field Eng, Install, ATP)	\$ 7,368,668
DC Plant Lithium Ion OPTION INCLUSION	\$ 88,088
Fleetmapping For Barrow County	\$ 46,773
WAVE 3-Year Subscription	\$ 31,140
Training	\$ 12,897
3-Year Warranty and up to 18 Months Current System Maintenance	\$ 2,445,647
Total Solution	\$ 22,903,284
Purchase Incentives	
One Time Discount: Execute contract no later than August 14th,	\$ (1,990,129)
3-Year Warranty and up to 18 Months Current System	\$ (2,445,647)
1-Year Radio Management Discount	\$ (55,106)
One Time Discount: Purchase System and Subscribers as	\$ (1,724,363)
All Infrastructure items as Proposed with Contract of 10-Year Maintenance & Lifecycle	\$ (1,130,000)
SYSTEM PRICE with INCENTIVES	\$ 15,558,039
POST WARRANTY SERVICES PRICING	
Year 2	Included
Year 3	Included
Year 4	\$ 717,531
Year 5	\$ 756,895
Year 6 with Depot on 544 Eligible Subscribers	\$ 853,972
Year 7 with Depot on 544 Eligible Subscribers	\$ 1,084,715
Year 8 with Depot on 544 Eligible Subscribers	\$ 938,478
Year 9 with Depot on 544 Eligible Subscribers	\$ 979,340
Year 10 with Depot on 544 Eligible Subscribers	\$ 1,027,961

Barrow County Pricing Worksheets
Detail Summary Equipment & Services

	Description	Equipment	Contract Discount Equipment	Services
Core	Licensing, IMW, KVL	\$1,149,283	\$941,081	\$1,528
Existing 5 Sites	Ecomm	\$1,181,341	\$976,877	\$431,886
Existing 5 Sites	Bramlett	\$700,460	\$567,698	\$404,893
Existing 5 Sites	Bethlehem	\$685,690	\$555,143	\$380,641
Existing 5 Sites	Winder	\$708,692	\$574,696	\$373,409
Existing 5 Sites	Statham	\$1,118,995	\$923,882	\$391,289
New Sites				
New Sites	Apalachee	\$1,745,334	\$1,561,454	\$839,874
Dispatch	911 Dispatch	\$720,309	\$615,499	\$131,682
Microwave Solution	Total Proposed SubSystem	\$1,406,801	\$1,266,121	\$826,491
Jackson - Arcade	Link to Hall County thru Jackson County	\$6,243	\$5,307	\$19,598
Jackson - Braselton	Link to Hall County thru Jackson County	\$6,243	\$5,307	\$19,598
Spares	Spares	\$302,713	\$258,721	
Subscribers - County	544 County and 79 Flashes	\$6,095,103	\$4,575,120	\$695,706
Subscribers - Dispatch	7 Dispatch Consolettes	\$112,508	\$83,166	
Systems Integration				\$2,852,073
Fleetmapping For Barrow County				\$46,773
Training				\$12,897
WAVE 3-Year Subscription				\$31,140
3-Year Warranty and 18 Months Current Sys Maint				\$2,476,787
SUMMARY TOTALS		\$15,939,715	\$12,910,072	\$9,936,264

-\$3,029,643

Total Solution Pricing without Incentives		Contract Discount Equipment and Services
TOTAL		\$22,846,336

Post Warranty Years 4-10		
Wave Subscription		\$72,660
Solution Maintenance & Upgrades		\$5,750,100
APX Subscriber Depot Repair		\$516,191
10 Year Total Pricing without Purchase Incentives		\$29,185,287

Section 19

Motorola Customer Agreements

19.1 Barrow County, GA Motorola Solutions Customer Agreement - revised 9.16.2024. No MVVA

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and Barrow County, Georgia (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

Section 1. Agreement.

1.1 Scope; Agreement Documents. This MCA governs Customer's purchase of Products and Services (as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.

1.2 Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

Exhibit A Payment (Communications System purchase only)

Exhibit B Motorola Proposal dated _____, 2025

Exhibit C System Acceptance Certificate (Communications System only)

1.3 Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

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

“**Change Order**” means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

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

“Contract Price” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

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

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

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

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

“Data Processing Addendum” or “DPA” means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standardtermsconditions/motorolasolutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

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

“Equipment” means hardware provided by Motorola.

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

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

“Fees” means charges applicable to the Products and Services.

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

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

"Motorola Data" means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

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

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

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("SOW"), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

"Products" or "Product" is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as "Products" or individually as a "Product").

"Professional Services" are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

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

"Process" or "Processing" have the meaning given to them in the DPA

"Services" means services related to purchased Products as described in the Proposal.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or "Sites" means the location where the Integration Services or Maintenance and Support Services will take place.

"Software System" means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subscription Software" means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

"Third-Party Data" has the meaning given to it in the DPA.

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

Section 3. Products and Services.

3.1 **Products.** Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2 **Services.**

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

3.2.2 **Integration Services; Maintenance and Support Services.** Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3 **Service Proposals.** The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

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

3.2.5 **Professional Services**

3.2.5.1 **Assessment of Systems & Operations.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a third party’s information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer’s voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2 **Network Security.** If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer’s system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3 **Application Development.** If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6 Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

3.3 Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.4 Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.5 Documentation. Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

3.6 Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

3.7 Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.

3.8 Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.9 To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3.10 Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4 Term and Termination.

4.1 Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

4.1.1 Subscription Terms. The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2 Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3 Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

4.4 Suspension of Services. Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5 Wind Down of Subscription Software. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

4.6 Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7 Equipment as a Service. In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5 Payment, Invoicing, Delivery and Risk of Loss

5.1 Customer affirms they have signatory authority to execute this contract. The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

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

5.2 Fees. Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3 Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer

will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4 Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5.5 Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

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

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

Name: _____

Address: _____

Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____

Customer CC (optional) Email: _____

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

Name: _____

Address: _____

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

Name: _____

Address: _____

Phone: _____

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

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

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

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

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e., cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

6.2 Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3 Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a

replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4 Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5 Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.

6.6 Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7 Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.

6.8 End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms

applicable to Motorola products are located at the following site:
https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

6.9 Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10 API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

6.11 Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

7.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2 Communications System Warranty. Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

7.3 During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support

Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4 On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1 On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5 Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under Section 5.7 – Delivery, Title and Risk of Loss, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software

does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

7.9. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.10. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

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

cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2 Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

8.2.2 In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3 This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3 Motorola Disclaimer. Motorola and its subcontractors, subsidiaries and other affiliates disclaim all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This disclaimer will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer

prompt, written notice of any claim subject to the foregoing disclaimer. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

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

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

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

Section 10. Confidentiality.

10.1 Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

10.2 Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

10.3 Exceptions. Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

10.4 Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11. Proprietary Rights; Data; Feedback.

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

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any

other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2 Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3 Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section 15.9 – Notices. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4 Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5 Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1 Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2 Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

11.6 Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.7 Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12. Acceptance

12.1 Communications System Acceptance

12.1.1 Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2 Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3 Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the

Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13. Force Majeure; Delays Caused by Customer.

13.1 Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2 Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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

13.4 Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Georgia, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

13.5 Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Barrow County, Georgia, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

13.6 Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Barrow County, Georgia, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 14. General.

14.1 Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

14.2 Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

14.3 Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

14.4 Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

14.5 Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining

provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

14.6 Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

14.7 Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

14.8 Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

14.9 Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

14.10 Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

14.11 Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Motorola Disclaimer; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

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

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

Motorola Solutions, Inc.

Barrow County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Software License Addendum

This Software License Addendum (this "SLA") is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement ("MCA") to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer's use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties' Agreement.

Section 2. Licensed Software License and Restrictions.

2.1 Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "Designated Products") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2.2 Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

2.3 Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

2.4 Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of

the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

2.5 Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

3.1 Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2 Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

3.3 User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1 On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing On-Premise Software System that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1 CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2 On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1 Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System**.

4.2.2 Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

4.2.3 Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and Decommission the applicable on-premises Subscription Software that is installed at Customer’s Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3 **Cloud Hosted Software System.** If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4 **Additional Cloud Terms.** The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

4.4.1 **Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

4.4.2 **Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola’s sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

4.4.3 **Maintenance.** Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

5.1 **Term.** The term of this SLA (the “**SLA Term**”) will commence upon the Effective Date of the MCA.

5.2 **Termination - Licensed Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3 **Termination - Subscription Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers).

5.4 Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer’s breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5 Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This MSLMA governs Customer's purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Proposal related Services) from Motorola and will form part of the Parties' Agreement. This MSMLA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance, Support and Lifecycle Management services purchased under this MSMLA and not with respect to other Products and Services.

Section 2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) (“Maintenance and Support Services”) and/or upgrade services (“Lifecycle Management”) as further described in the applicable Proposal.

Section 3. Terms and conditions

3.1 Maintenance and Support services

3.1.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 Start Date. The “Start Date” for Maintenance and Support Services will be indicated in the applicable Proposal.

3.1.3 Auto Renewal. Unless the applicable Proposal specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.1.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Proposal.

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSLMA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSLMA and applicable Proposal.

3.1.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 Excluded Services.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this MSLMA or the applicable Proposal, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 Time And Place. Service will be provided at the location specified in this MSLMA and/or the applicable Proposal. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSLMA or applicable Proposal, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this MSLMA or applicable Proposal, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 Customer Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.1.14. Warranty. Motorola warrants that its Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole

remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.2 Lifecycle Management Services

3.2.1 The License terms included in the MCA and its SLA Addendum apply to any Motorola Licensed Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is _____ years, commencing on _____, 2025. The Lifecycle Management Price for the _____ years of services is \$_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Proposal, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The Communications System upgrade will be scheduled during the subscription period and will be performed when Motorola's upgrade operation resources are available. Motorola may substitute any of the promised Equipment or Licensed Software so long as the substitute is equivalent or superior to the initially promised Equipment or Licensed Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Licensed Software are delivered, in accordance with the MCA, and the Lifecycle Management services are fully performed.

3.2.5 The Warranty Period for any Equipment or Licensed Software provided under a Lifecycle Management transaction will commence upon shipment and is for a period of ninety (90) days. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Proposal.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Proposal, the following apply:

Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

Unless specifically included in this MSLMA or the applicable Proposal, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet, or for Equipment malfunction caused by the transmission medium.

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two-year cycle. If Customer terminates this service during a two-year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two-year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the [] year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the [] year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 4. Payment

4.1 Unless alternative payment terms are stated in this MSLMA, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the Agreement's first year and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

19.2 Carrier Terms Addendum APXNEXT ATT

Carrier Terms Addendum: FirstNet and AT&T Service Terms for APXNEXT Radios

Public Safety Entity (“Customer”) Responsibilities for access to and use of “First Net” Service as provided by AT&T.

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/service publications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola’s and AT&T’s collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T’S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED.

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a “distributor” of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information (“PHI”) to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act regulations. Motorola and/or AT&T shall not function as the Customer’s business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the “conduit exception” under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Addendum.

19.3 Carrier Addendum: Verizon Service Terms for APXNEXT Radios

Carrier Addendum: Verizon Service Terms for APXNEXT Radios

For purposes of this Addendum, "Service" means wireless services provided directly or indirectly by Verizon which may include but is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined in the 47 U.S.C.A. sec. 163, and to include within that definition, but not be limited to, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses issued by the FCC pursuant to the FCC's rules.

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial content. Verizon is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer

analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;

B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN

FURNISHING THE SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS;

C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

Transport Connectivity Addendum

This Addendum for Transport Connectivity (this "TCA") is entered into between Motorola Solutions Connectivity, Inc., with offices at 500 W Monroe St., Suite 4400, Chicago, IL 60661 ("Motorola"), a wholly owned subsidiary of Motorola Solutions, Inc. ("MSI"), and the entity set forth in the signature block below or in the MCA or Primary Agreement ("Customer"), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement or other Primary Agreement entered into between Customer and MSI, effective as of the date last signed below (the "Agreement"), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum.** This TCA governs Customer's purchase of certain transport connectivity, as further described below (generally referred to as the "Connectivity"), and constitutes an agreement solely entirely between Motorola and Customer. Motorola and Customer shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Motorola's obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.
2. **Connectivity Service Description and Applicable Terms and Conditions.**
 - 2.1. **Connectivity Service Description.** Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for Customer, as set forth in the applicable Statement of Work ("SOW") between the parties, which may be located on Customer premises, mobile, and/or in remote Motorola or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola's Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Motorola will maintain Connectivity to the demarcation point only. Customer disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.
 - 2.2. **Types of Connectivity Technologies.** Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to Ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching ("MPLS") and Software Defined Wide Area Network ("SD-WAN").
3. **Requests for Connectivity, Third Party Providers and Statements of Work.** Customer will request Connectivity as provided for in the applicable SOW(s). Motorola will notify Customer of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.
 - 3.1. **Third Party Providers of Connectivity.** Customer understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Motorola and/or MSI equipment, as requested by Customer and agreed in an applicable SOW. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties.

- 3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Motorola's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Motorola by the underlying third party provider. Customer agrees that Motorola may request, but is not responsible for, certain provisioning intervals as requested by Customer in a SOW.
 - 3.1.2. Customer further agrees that Motorola does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, "SLAs") procured and included as part of Connectivity from third party providers. Any SLAs available to Customer will be separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Motorola, unless specifically delineated herein.
 - 3.1.3. Certain requirements of Motorola's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.
- 3.2. **Statement of Work.** Motorola and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, Customer and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.
4. **Provisioning, Maintenance and Repair.** Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Motorola will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Connectivity problems, for which Motorola will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Motorola may assess a dispatch fee if costs for such services are invoiced to Motorola.
5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, Customer agrees that it will reimburse Motorola for any termination charges levied against Motorola by any third party providers of individual components of Connectivity. Motorola will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.
6. **Customer Information.** Customer agrees that Motorola may use, access and disclose Customer's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Motorola's behalf for provision of the Connectivity.
7. **Network Monitoring.** Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.
8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to Customer for an additional fee from Motorola's third party provider of Connectivity. If Customer elects to implement an available service priority for Connectivity, then Customer is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Motorola and Motorola's third party provider of Connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.

9. **Billing and Payment.** Motorola will issue invoices to Customer for the provision of Connectivity to Customer, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. Customer will pay invoices from Motorola for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Motorola, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Motorola may, at its sole discretion, utilize MSI as its billing and collection agent and Customer expressly agrees that invoices for Motorola services may appear on invoices issued by MSI.
10. **Taxes and Regulatory Cost Recovery Fees.** Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in a SOW. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.

IN WITNESS WHEREOF, the parties hereto have executed this TCA as of the Effective Date provided above.

CUSTOMER

MOTOROLA SOLUTIONS CONNECTIVITY, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Requirements of Third Party Providers for Provision of Connectivity

1. VERIZON

For Connectivity using Verizon third party services, the following additional terms apply.

For purposes of this Exhibit, "**Service**" means certain wireline (including but not limited to Ethernet, wavelength, MPLS or other VPN services and SD-WAN) and/or wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between devices (wireless or other) and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Content Disclaimer. Neither Verizon, Motorola, nor MSI exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer data, individual health and financial content. Each of Verizon, Motorola, and MSI is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Motorola, MSI or Customer regarding Services.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer data as described in the Use of Customer Data clause above.

A. VERIZON WIRELESS SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT

OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR VERIZON PRODUCT OR SERVICE WITH RESPECT TO VERIZON.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND ITS AFFILIATES INCLUDING VESTA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER SECTION OF THE AGREEMENT, NEITHER MOTOROLA, VESTA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, OR (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, VESTA OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES
- D) NOTWITHSTANDING THE FOREGOING THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION LIMITS VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S, MOTOROLA'S, OR VESTA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

B. VERIZON WIRELINE SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Services Suspension. Verizon may, subject to giving Motorola, MSI or Customer reasonable notice where practicable, suspend one or more services provided by Verizon (or a part thereof) if:

- Suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services;
- Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority;

- Verizon has reasonable grounds to consider that use of the Services violates the AUP, as defined below, or other terms of a contract; or
- Customer fails to provide or increase the security as requested by Verizon.

Customer Obligations.

Access. Where Verizon requires access to a Customer site in order to provide Services, Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer site. Customer shall provide Verizon with such facilities and information as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract.

Acceptable Use Policy (AUP).

Compliance. Use of Verizon IP Services must comply with the then current version of the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: <http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP. Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer. Verizon will regularly review the AUP (and whether there have been any changes to it) with Customer, but no less than quarterly, and sooner in the event there are changes.

To the extent permitted by law, Customer will defend, indemnify and hold harmless the Verizon Indemnitees, as defined by Verizon at the link for the AUP identified above, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: Customer's, users' of the Services, or Customer's customers' violation of the AUP; or the unauthorized use of or access to the Services or Verizon Facilities by any person, under Customer's reasonable control, using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Sherrie Lacrimosa, Planning & Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: **Public Hearings**

SUBJECT: **RZ 2025-035 (XX043 012R) 0 Patrick Mill Rd. SW, Noah Craig / Applicant; Hugh A. Rutledge Jr. / Owner.** Request for Change in Conditions to remove the Master Planned Development component from R3MPD to R3. [Note: The applicant requested for this item to be tabled until the September 9, 2025 Voting Session.](#)

Commission District:

District 4: Alex Ward

Existing Land Use:

SMALL VACANT RESIDENTIAL TRACT

Existing Zoning:

R3 (HIGH DENSITY RESIDENTIAL)

Future Land Use Map Category:

EMPLOYMENT INDUSTRIAL

Summary:

The applicant is requesting a change in conditions to remove all existing conditions of rezoning as part of a previous rezoning case, RZ 2005-133, which was originally approved by the Board of Commissioners on December 13, 2005. The applicant is requesting to maintain the existing R3 zoning for XX043 012R, ± 5.81 acres, with the intent to develop a 51-unit apartment complex on the property.

The subject property was originally a part of a larger Master Planned Development, involved in several rezoning cases, outlined herein:

Rezoning Case Details:

RZ 2005-133

On December 13th, 2005, the applicant requested to rezone +/-106.88 acres from M1 to R3 for a Mixed-Use Master Planned Development to include commercial/retail, offices, and residential, and associated open space and amenity areas. Residential uses types were to be mixed, to include single-family detached homes, townhomes, and quad-homes.

The Board of Commissioners voted to approve the request, to include the following conditions:

1. No building permit will be issued until proof of sewer service for the development is shown; and
2. Buildings shall be 3-sided brick, stone, or stucco.

RZ 2007-017

On June 26th, 2007, the applicant requested to rezone +/-5.31 acres from M2 to R3 for inclusion in the previously approved Mixed-Use Master Planned Development. The parcel, XX043/12A, was not included in the original application and therefore was not properly advertised for rezoning.

The Board of Commissioners voted to approve the request, to include the following conditions:

1. The parcel XX043/12A is to follow all conditions of the original Master Planned Development associated with the original Rezone/Special Use RZ-2005-133.

RZ 2007-030

On September 25th, 2007, the applicant requested a change in conditions for the originally approved Master Planned Development. The applicant was requesting to amend condition #2 of RZ 2005-133; to allow single family detached homes, as part of the Master Planned Development, to be 1-sided brick, stone, or stucco instead of 3-sided.

The Board of Commissioners voted on the motion to approve the request, but it failed with 2 in favor and 3 opposed. The following conditions still stand:

1. No building permit will be issued until proof of sewer service for the development is shown;
2. Buildings shall be 3-sided brick, stone, or stucco; and
3. The parcel XX043/12A is to follow all conditions of the original Master Planned Development associated with the original Rezone/Special Use RZ-2005-133.

In the applicant's letter of intent, they provided the following proffered conditions:

1. Comprehensive facility and ground maintenance will be entrusted to a reputable professional management firm, ensuring the building and its environment are always meticulously maintained.
2. Full sod & irrigation on disturbed landscaped areas.
3. Retain a minimum of 40% of existing canopy. If the development proposes to disturb and remove over 40%, the developer shall replant trees to meet this requirement. Tree canopy will be demonstrated in a landscape plan during plan review.
4. Architectural articulation: facades will combine brick & fiber--cement siding in earth-tone colors.
5. Dark-sky lighting, LED fixtures for the building, walkways and parking.
6. Provide bicycle parking.

7. Amenity open-space: dedicate ≥ 20 % of the site as active/passive open space including a river-view overlook, benches, and a community garden plot.

8. Enclosed dumpsters.

[RZ 2025-035 \(XX043 012R\) CASE FILE](#)

ATTACHMENTS:

[PLANNING COMMISSION RECOMMENDATION.pdf](#)

[STAFF RECOMENDATION.pdf](#)

[!! REQUEST TO AMEND STAFF REC.pdf](#)

[SITE PLAN.pdf](#)

[LETTER OF INTENT.pdf](#)

[RZ 2007-030 BOC Minutes.pdf](#)

[PROFFERED CONDITIONS.pdf](#)

[ELEVATIONS.pdf](#)

[RENDERINGS.pdf](#)

[AERIAL MAP.pdf](#)

[FUTURE LAND USE MAP.pdf](#)

[ZONING MAP.pdf](#)

[DEPT AGENCY COMMENTS.pdf](#)

[SUMMARY.pdf](#)

[STAFF ANALYSIS.pdf](#)

[! APPLICATION.pdf](#)

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 17, 2025**

RZ 2025-035 (XX043 012R) 0 Patrick Mill Rd. SW, Noah Craig / Applicant; Hugh A. Rutledge Jr. / Owner. Request for Change in Conditions to remove the Master Planned Development component from R3MPD to R3.

Motion to recommend DENY

Motion made by District 4; Shawn McDougall

Motion seconded by District 6; Jean Morrow

Motion passed

THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON **August 12, 2025 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.**

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to remove the existing conditions of RZ 2005-133, for parcel XX043 012R, for the development of a 51-unit apartment complex in the R-3 district. Staff recommends the following conditions for such approval:

1. The development is approved for a maximum of 51-units, subject to the requirements of UDC Sec. 89-128.C, which provides that no more than 8 dwelling units per floor can be included within a building used exclusively as a multi-family dwelling. The submitted concept shall be revised to be compliant with this standard.
2. Residential units shall have the following minimum heated floor areas:
 - a. 1-bedroom apartments: 750 square feet
 - b. 2-bedroom apartments: 984 square feet
 - c. 3-bedroom apartments: 1,230 square feet
3. The exterior of any and all residential units constructed on the property shall consist of brick, stone stucco, or masonry siding (including shake and board-and-batten style siding), or any combination thereof.
4. All common area landscaping shall be maintained by the property management team with a professional landscaping company being employed to keep all grass fertilized and

mowed on a regular basis and all landscaping properly maintained, including any recreation/amenity areas.

5. Owner / Developer shall install, and the property management team shall maintain, a 20-foot landscape strip to be designed by a landscaped architect and approved by the Planning Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
6. Dumpsters and/or trash compactors shall be screened by a 100 opaque brick or stack stone wall with an opaque metal gate enclosure.
7. The amenity areas shall be developed in accordance with UDC Sec. 89-128/UDC Sec. 89-469 and designed as useable spaces that serve as focal points for the development, and which create a sense of place and identity for the development. The development plans for the amenity areas shall be stamped by a professional engineer or registered landscape architect. Such plans should minimize slopes, mounds, and visible drainage structures within the open space. Amenities shall include, at minimum, the following:
 - a. Active Play Area: minimum ½ acre total
 - b. Athletic Courts: minimum 1 court
 - c. Gathering Area: minimum ¼ acre total
8. Amenity facilities shall be completed in advance of the issuance of a final certificate of occupancy (C.O.) for residential structures.



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

PLANNING STUDY

RZ 2025-035 (XX043 012R) 0 Patrick Mill Rd. SW, Noah Craig / Applicant; Hugh Rutledge / Owner. Request for Change in Conditions to remove the Master Planned Development component from R3MPD to R3.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of the request to remove the existing conditions of RZ 2005-133, for parcel XX043 012R, for the development of a 51-unit apartment complex in the R-3 district. Staff recommends the following conditions for such approval:

1. The development is approved for a maximum of 51-units, subject to the requirements of UDC Sec. 89-128.C, which provides that no more than 8 dwelling units per floor can be included within a building used exclusively as a multi-family dwelling. The submitted concept shall be revised to be compliant with this standard.
2. Residential units shall have the following minimum heated floor areas:
 - a. 1-bedroom apartments: 750 square feet
 - b. 2-bedroom apartments: 984 square feet
 - c. 3-bedroom apartments: 1,230 square feet
3. The exterior of any and all residential units constructed on the property shall consist of brick, stone stucco, or masonry siding (including shake and board-and-batten style siding), or any combination thereof.
4. All common area landscaping shall be maintained by the property management team with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained, including any recreation/amenity areas.
5. Owner / Developer shall install, and the property management team shall maintain, a 20-foot landscape strip to be designed by a landscaped architect and approved by the Planning Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
6. Dumpsters and/or trash compactors shall be screened by a 100 opaque brick or stack stone wall with an opaque metal gate enclosure.

7. The amenity areas shall be developed in accordance with UDC Sec. 89-128/UDC Sec. 89-469 and designed as useable spaces that serve as focal points for the development, and which create a sense of place and identity for the development. The development plans for the amenity areas shall be stamped by a professional engineer or registered landscape architect. Such plans should minimize slopes, mounds, and visible drainage structures within the open space. Amenities shall include, at minimum, the following:
- a. Active Play Area: minimum ½ acre total
 - b. Athletic Courts: minimum 1 court
 - c. Gathering Area: minimum ¼ acre total
8. Amenity facilities shall be completed in advance of the issuance of a final certificate of occupancy (C.O.) for residential structures.

From: Nowah C. [REDACTED] >
Sent: Tuesday, July 8, 2025 4:13 PM
To: Sherrie Lacrimosa <[REDACTED]>
Cc: Rebecca Whiddon <[REDACTED]>; Cherie Varnum <[REDACTED]>
Subject: Thank You and Request for Siding Clarification

Dear Sherrie,

Thank you for posting the staff recommendation regarding our proposed development at Patrick Mill Road.

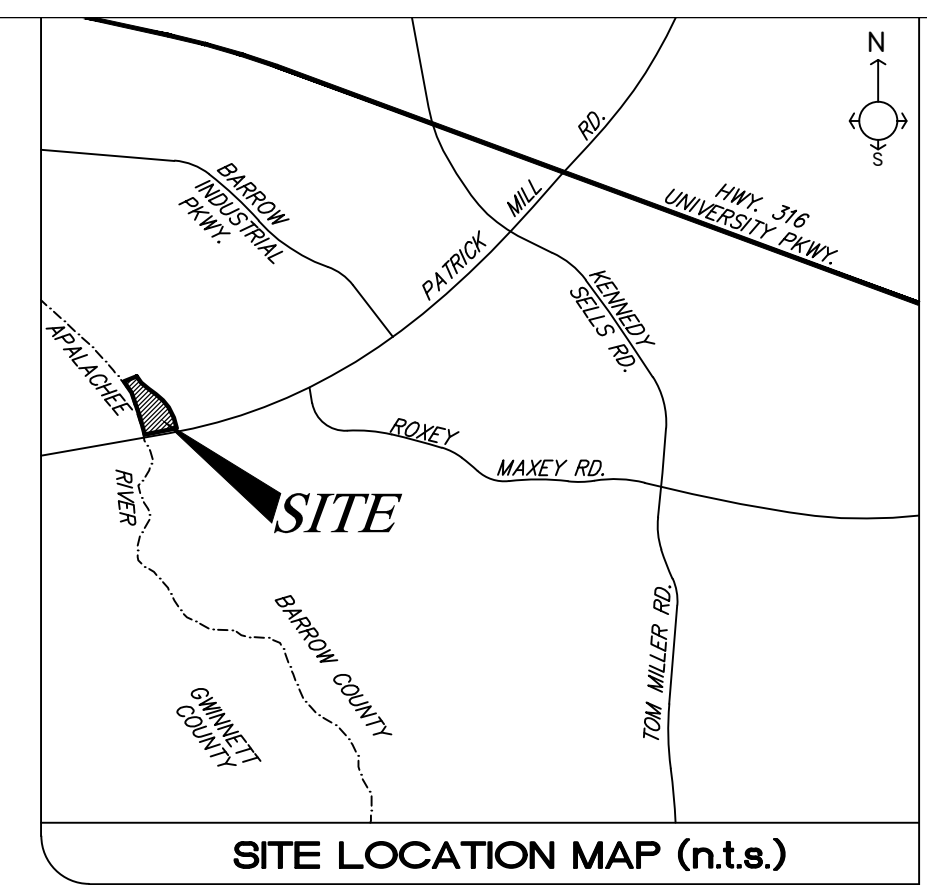
Our goal is to build a modern and beautiful apartment complex that enhances the character of the area, increases property values, and contributes to the county's tax base in a meaningful way. We are fully committed to ensuring that the materials used, including the exterior siding, are of high quality, durable, and appropriate for the community.

In that regard, we respectfully request that "fiber cement siding" be explicitly included as an acceptable material under bullet point 3 of the conditions concerning exterior finishes. Fiber cement is a durable, attractive, and low-maintenance material that aligns with the aesthetic and structural standards we aim to meet.

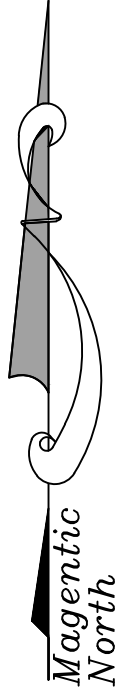
We appreciate your support and consideration.

Noah C.

TOTL AREA: 5.81 ACRES



Scale 1" = 40'



THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES, AND OBTAINING ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES DUE TO ITS OPERATION OF ANY UNDERGROUND UTILITIES. THE CONTRACTOR DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY ANY OTHERS.

THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER, THREE WORKING DAYS BEFORE DIGGING, IN METRO ATLANTA DIAL 404/325-5000, THROUGHOUT GEORGIA DIAL 800/282-7411.

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

REZONE FLAT FOR:
APALACHEE POINTE APARTMENTS
LOCATED IN:

PARCEL XX043 012R
BARROW COUNTY, GEORGIA



GSWCC # 939

DATE	JOB :
------	-------

SHEET 1

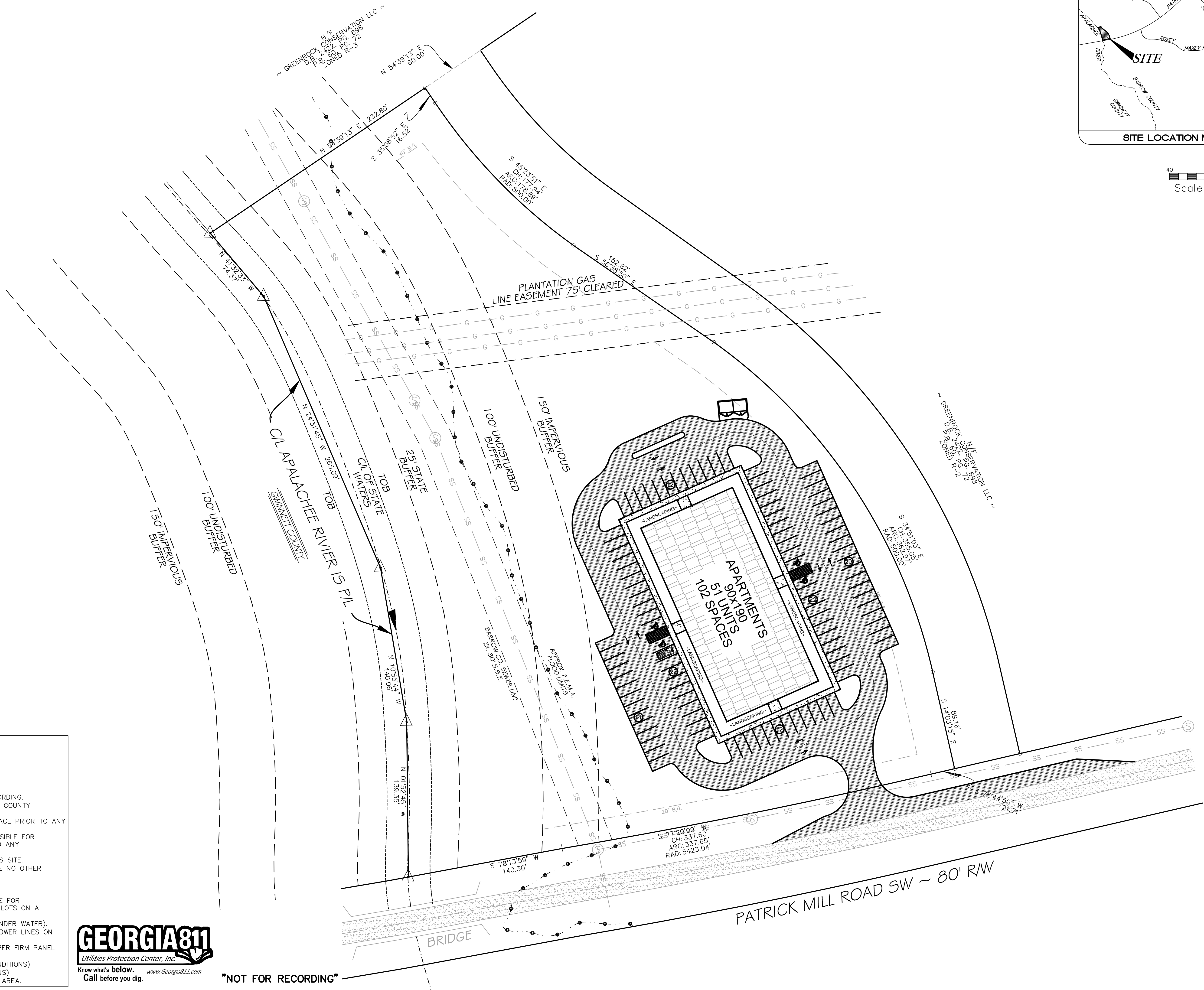
- ## GENERAL NOTES

- 1) PROPOSED USE: APARTMENTS
- 2) REF. RECORDED PLAT (BK 60 PG 72)
- 3) TOTAL AREA TO BE DEVELOPED: 5.81 ACRES
- 4) TOTAL NUMBER OF UNITS: 51x
- 5) TOPO PROVIDED BY NOAA.
- 6) THIS PRELIMINARY PLAT IS NOT FOR FINAL RECORDING.
- 7) ALL CONSTRUCTION MUST CONFORM TO BARROW COUNTY STANDARDS & REGULATIONS.
- 8) ALL EROSION CONTROL DEVICES MUST BE IN PLACE PRIOR TO ANY GRADING.
- 9) THE DEVELOPER AND CONTRACTOR ARE RESPONSIBLE FOR OBTAINING ALL DEVELOPMENT PERMITS PRIOR TO ANY CONSTRUCTION.
- 10) THERE ARE NO INERT WASTE BURY PITS ON THIS SITE.
- 11) THERE ARE NO CEMETERIES ON SITE. THERE ARE NO OTHER SIGNIFICANT HISTORICAL AREAS ON SITE.
- 12) NO DISPOSAL ON SITE.
- 13) NO SLOPE TO EXCEED 3 TO 1.
- 14) INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR CONTROLLING SURFACE WATER ONTO ADJACENT LOTS ON A CONTINUING BASIS.
- 15) 3/4" WATER SERVICE LINES TO SERVE LOTS (WINDER WATER).
- 16) ALL UTILITIES TO BE UNDERGROUND. EXISTING POWER LINES ON SITE TO BE RELOCATED.
- 17) FLOOD HAZARD AREA DOES EXIST ON SITE AS PER FIRM PANEL NO. 13013C00110D, DATED 12/1/22.
- 18) EXISTING ZONING: R-3 MASTER PLAN (WITH CONDITIONS)
- 19) PROPOSED ZONING: R-3 (CHANGE OF CONDITIONS)
- 20) EMPLOYMENT INDUSTRIAL FUTURE DEVELOPMENT AREA.



Know what's **below.** *www.Georgia811.com*
Call before you dig.

"NOT FOR RECORDING"



Letter Of Intent to Barrow County Planning Commission and Board of Commissioners

Noah Craig



27 May 2025

Dear Barrow County representatives,

I am submitting this Letter of Intent in support of my application to rezone property located at Patrick Mill Road, Barrow County, Georgia, comprising 5.81 acres (Parcel ID XX043 012R). The intent is to rezone from the existing R3 with conditions to a clean R3 zoning, removing prior imposed conditions.

The proposed development, Apalachee Pointe Apartments, will be a beautiful, modern apartment complex strategically located near the Apalachee River and the Eastern Regional Greenway, offering residents exceptional quality of life and connectivity to nature. The location provides convenient access, being just 20 minutes from Interstate 85 and a mere 2 minutes from University Highway (SR 316).

Apalachee Pointe Apartments will feature a three-story building measuring approximately 90 feet by 190 feet, totaling 17,100 square feet per floor. The design includes 51 apartments, ranging from one to three bedrooms, with sizes from 750 square feet for smaller units to 1,230 square feet for larger units. Our focus will be primarily on two and three-bedroom units, aiming to deliver high-quality, affordable workforce family housing that meets the growing residential needs of Barrow County.

Voluntary proffered conditions

To strengthen compatibility with adjacent land and further County goals, we would like to commit to the following extra development measures:

1. Comprehensive facility and ground maintenance will be entrusted to a reputable professional management firm, ensuring the building and its environment are always meticulously maintained.
2. Full sod & irrigation on disturbed landscaped areas.
3. Retain a minimum of 40% of existing canopy. If the development proposes to disturb and remove over 40%, the developer shall replant trees to meet this requirement. Tree canopy will be demonstrated in a landscape plan during plan review.
4. Architectural articulation: façades will combine brick & fiber-cement siding in earth-tone colors.
5. Dark-sky lighting, LED fixtures for the building, walkways and parking.
6. Provide bicycle parking.
7. Amenity open-space: dedicate $\geq 20\%$ of the site as active/passive open space including a river-view overlook, benches, and a community garden plot.
8. Enclosed dumpsters.

These commitments exceed typical multifamily standards — delivering a well-landscaped, energy-conscious community that preserves tree canopy, and supplies attainable housing that supports local employers.

Key features and amenities of the project will include modern residential conveniences, ample parking spaces, and thoughtfully designed landscapes to enhance the community ambiance. We anticipate that this development will elevate neighboring property values and expand the County's tax base without straining school capacity, thereby positively impacting the broader community.

We believe this rezoning aligns closely with Barrow County's growth strategy and housing needs, providing substantial benefits to both current and future residents by addressing the demand for accessible, quality housing solutions.

This letter is submitted without prejudice to any legal or equitable rights that the property owner may have. By submitting this application, the property owner does not waive any rights to seek further remedies, administrative appeals, or legal relief under applicable law should the rezone and variance be denied. All rights are expressly reserved.

Thank you for considering our rezoning application. We look forward to working closely with the Barrow County Planning and Zoning Department to realize this beneficial development.

Sincerely,

Noah Craig

September 25, 2007

2. PLANNING COMMISSION REZONES

A. OLD BUSINESS-REZONE TABLED JUNE 26, 2007

1. **RZ-2007-018/SU-2007-018-MICHAEL CARTER, APPLICANT/Horace J. Stone**, Owner, request rezone on Hwy. 211 @Lec Stone Rd. (XX025/056,056A, 056B) AG TO R3. Applicant has asked to withdraw application without prejudice.

Commissioner Hendrix made motion to accept applicant to withdraw without prejudice, Commissioner Lampp seconded. Motion carried with all commissioners voting yes.

B. NEW BUSINESS

1. **RZ-2007-030-RUTLEDGE LAKES, LLC, APPLICANT/Hugh A. Rutledge**, owner, request rezone @South of Hwy. 316 & fronts on Patrick Mill & Industrial Pkwy. (XX043/010,011,012, 012A) +/-106.88 acres from R3 to R3 for a change in conditions on the master plan development. **PLANNING DEPT. RECOMMENDS DENIAL & PLANNING COMMISSION APPROVED WITH THE CONDITION THAT TOWN HOMES & QUAD DWELLING UNITS ARE TO BE 3-SIDED BRICK, STONE OR STUCCO.**

Attorney John Stell spoke on behalf of applicant stating this condition was added at the meeting at the time of the vote & the developer did not have an opportunity to address this issue. He has tried to accommodate that condition but has found it very difficult to do so. Three sided brick, stone or stucco residential units is totally out of character & he has been unable to find builders & without the residential component that project will probably fail & remain undeveloped. At the August 16th Planning Commission meeting the District 3 representative made a motion that the single family detached homes be allowed to have the front brick, stone or stucco with the remaining three sides either brick, stone, stucco or masonry siding & no vinyl siding be allowed on the remaining three sides & to leave the town homes & quad homes as the original condition. The developer can accept that condition & we would ask you to approve the change in condition per the Planning Commission. **DISCUSSION:**

Commissioner Brown made motion to approve request based on conditions set by the Planning Commission with town homes & quad dwelling units to be 3-sided brick, stone or stucco, Commissioner Lampp seconded.

DISTRICT 1-YES	DISTRICT 2-YES	DISTRICT 4-NO
DISTRICT 5-NO	DISTRICT 6-NO	

2. **RZ-2007-031-GEORGIA LANDSCAPE GROUP, INC., APPLICANT/Tim Szymanski & Mark Bullock**, owners request rezone @404 Rockwell Church Rd., NW (XX058/014,015,016,017) +/-6.02 acres from AR to C3 for a landscaping business. **PLANNING DEPT. RECOMMENDS DENIAL & PLANNING COMMISSION APPROVED WITH THE FOLLOWING CONDITIONS: 8FT. PRIVACY FENCE, BUFFERS & TO PROPOSE THE LANDSCAPING USE ONLY.**

Attorney John Stell spoke for the applicant stating this was their service center; no retail business out of this. Applicant does agree to the conditions & the applicant will also agree to a 4th condition to plant Leyland Cypress trees along the back in any areas where it's not already wooded.

Commissioner Berry made motion to approve request with the conditions set by the Planning Commission & to include the 4th condition to plant Leyland Cypress trees along back in any areas where it's not already wooded, Commissioner Hendrix seconded. Motion carried with all commissioners voting yes

PROFFERED CONDITIONS

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

Please list any written proffered conditions below: Voluntary proffered conditions

To strengthen compatibility with adjacent land and further County goals, we would like to commit to the following extra development measures:

1. Comprehensive facility and ground maintenance will be entrusted to a reputable professional management firm, ensuring the building and its environment are always meticulously maintained.
2. Full sod & irrigation on disturbed landscaped areas.
3. Retain a minimum of 40% of existing canopy. If the development proposes to disturb and remove over 40%, the developer shall replant trees to meet this requirement. Tree canopy will be demonstrated in a landscape plan during plan review.
4. Architectural articulation: façades will combine brick & fiber-cement siding in earth-tone colors.
5. Dark-sky lighting, LED fixtures for the building, walkways and parking.
6. Provide bicycle parking.
7. Amenity open-space: dedicate ≥20% of the site as active/passive open space including a river-view overlook, benches, and a community garden plot.
8. Enclosed dumpsters.

These commitments exceed typical multifamily standards — delivering a well-landscaped, energy-conscious community that preserves tree canopy, and supplies attainable housing that supports local employers.

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

See the letter of Intent

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

Applicant's Signature: _____

Applicant's Name: NOAH CRAIG

Date: 05/27/2025

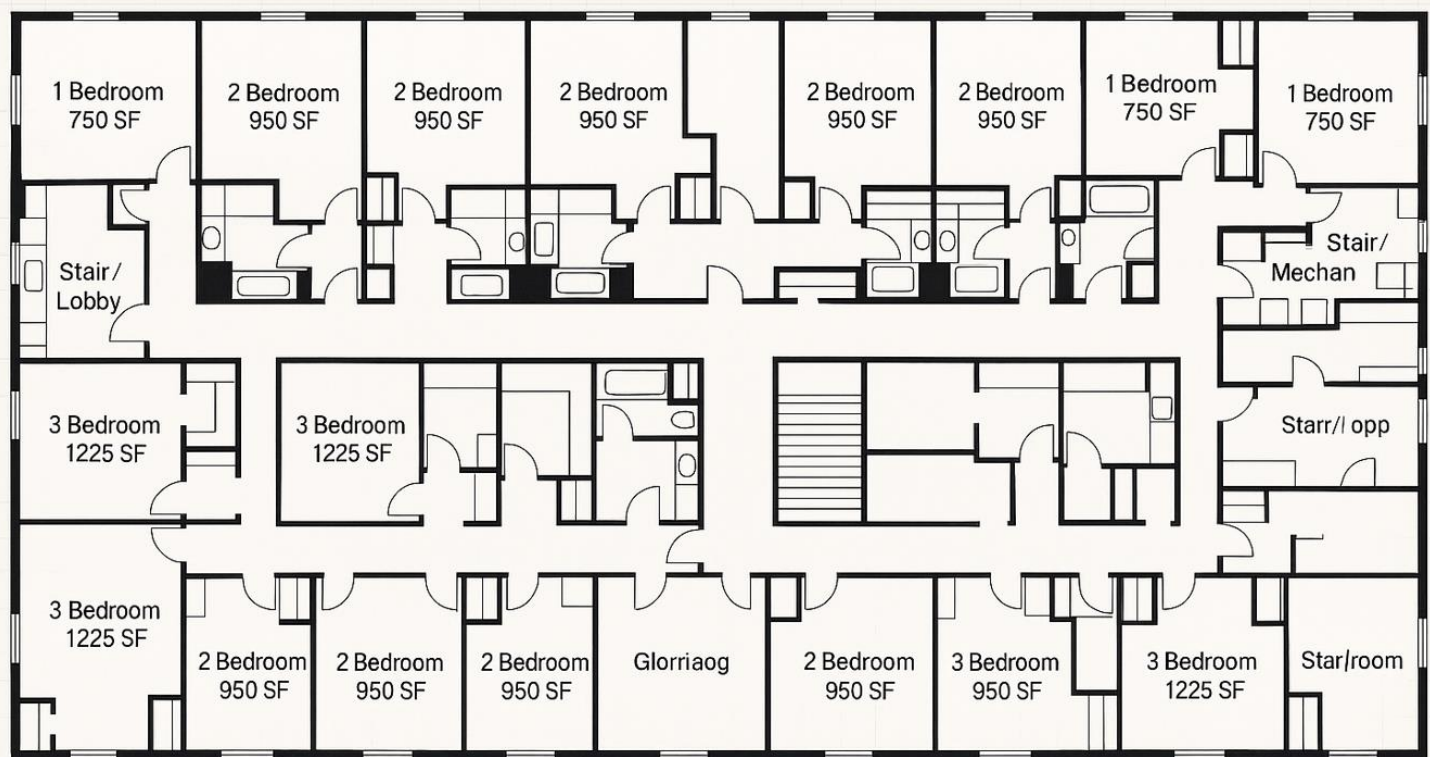
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 27 DAY OF May, 2025.

Nabil Bukhari - [Signature]
NOTARY PUBLIC

My Commission Expires: Jan 16, 2029







* For illustrative purposes only.

Preliminary, Conceptual Elevations and Floor Plans*.







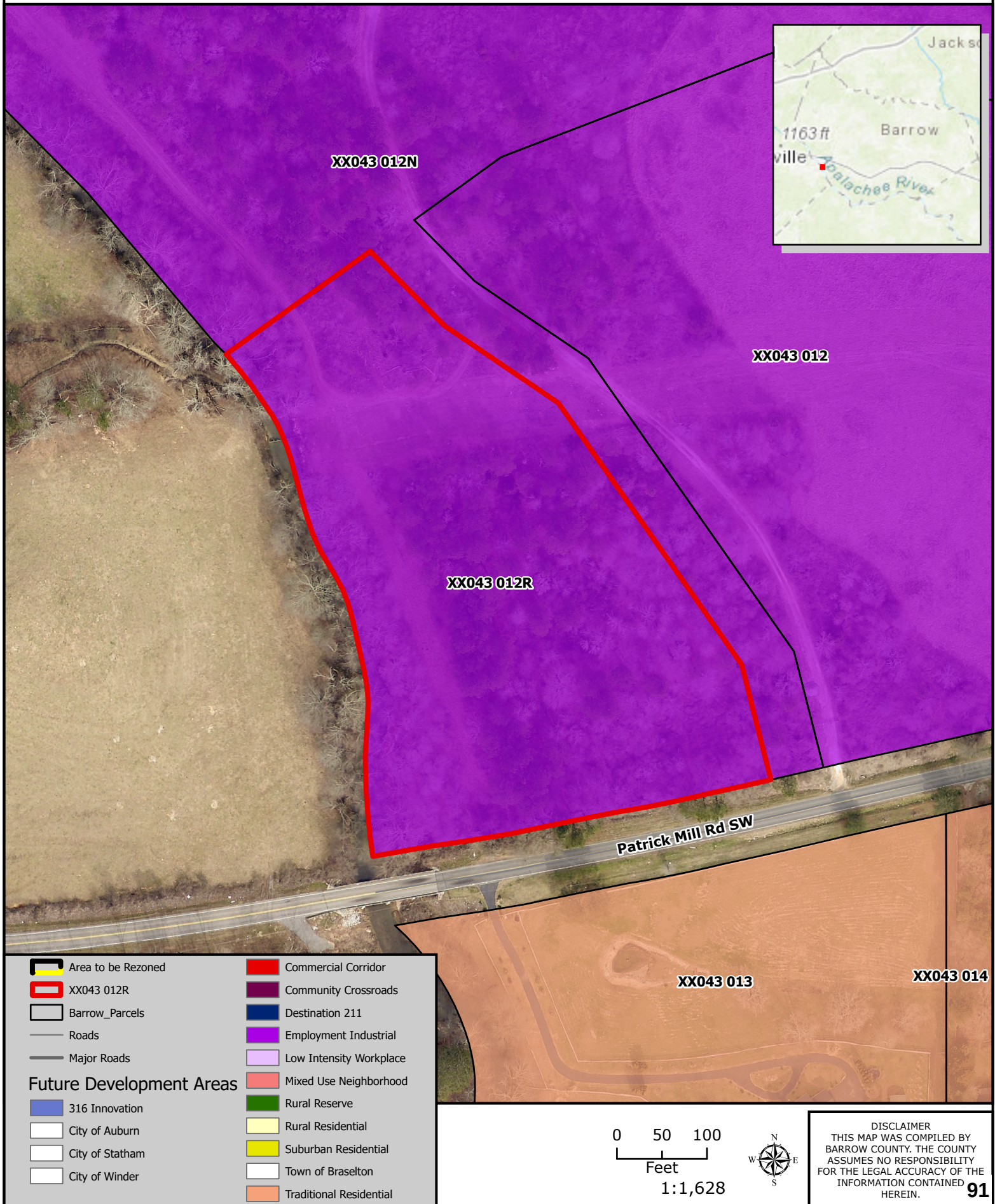


-  Area to be Rezoned
-  XX043 012R
-  Barrow_Parcels
-  Roads
-  Major Roads

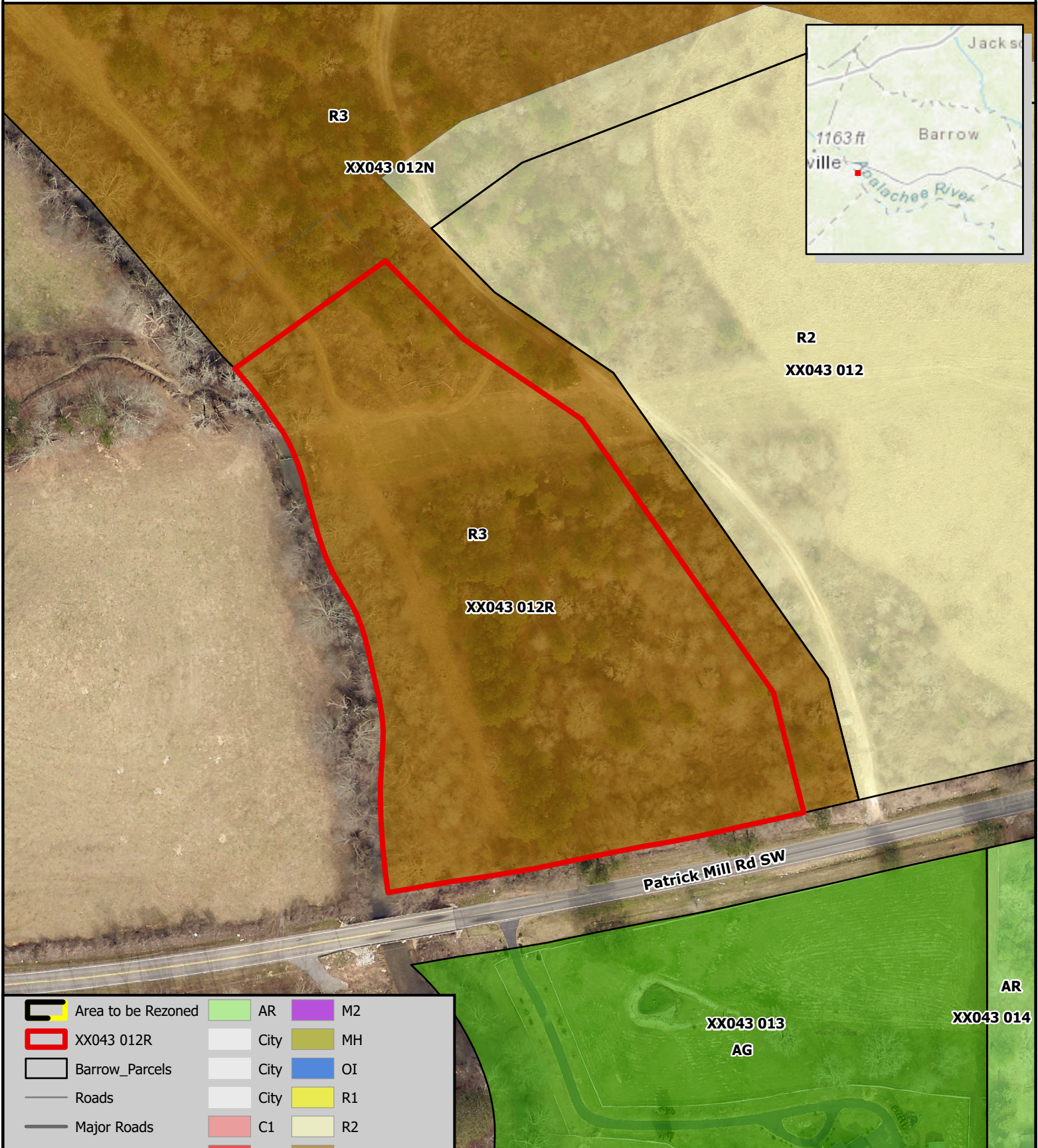
0 50 100
Feet
1:1,628



DISCLAIMER
THIS MAP WAS COMPILED BY
BARROW COUNTY. THE COUNTY
ASSUMES NO RESPONSIBILITY
FOR THE LEGAL ACCURACY OF THE
INFORMATION CONTAINED
HEREIN.



RZ 2025-035



	Area to be Rezoned		AR		M2
	XX043 012R		City		MH
	Barrow_Parcels		City		OI
	Roads		City		R1
	Major Roads		C1		R2
Zoning Districts			C2		R3
	AC		C3		City
	AG		City		City
			M1		

0 50 100

Feet

1:1,628



DISCLAIMER
THIS MAP WAS COMPILED BY
BARROW COUNTY. THE COUNTY
ASSUMES NO RESPONSIBILITY
FOR THE LEGAL ACCURACY OF THE
INFORMATION CONTAINED
HEREIN.

92



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

PLANNING STUDY

RZ 2025-035 (XX043 012R) 0 Patrick Mill Rd. SW, Noah Craig / Applicant; Hugh Rutledge / Owner. Request for Change in Conditions to remove the Master Planned Development component from R3MPD to R3.

DEPARTMENT / AGENCY COMMENTS

Request for comments sent on 5/30/2025

GDOT - Reviewed by Christopher Hash, Traffic Operations Supervisor

In a letter dated June 2, 2025, Christopher Hash, Traffic Operations Supervisor, stated that “RZ 2025-035 (XX043 012R) located at 0 Patrick Mill Rd will not require coordination with Georgia DOT.”

Transportation – Reviewed by Jessica Jackson, Transportation Manager

In comments submitted June 2, 2025 – Jessica Jackson indicated no comments.

Fire – Reviewed by Barrow County Fire

In a letter dated June 2, 2025, the Barrow County Fire Department provided the following comment:

“Fire Safety Advisory: Increased Fire Hazards in Interior Corridor Apartment Buildings

We would like to bring attention to an important fire safety concern affecting apartment buildings with interior corridors—a design increasingly common in Georgia’s multi-family residential structures, however not within Barrow County. Interior corridors, while efficient for building layout and access, present significant fire hazards that must be properly mitigated.

Key Fire Hazard Concerns in Interior Corridor Apartments

1. Fire Spread and Smoke Movement

- **Corridors as Conduits:** Interior hallways can act as direct channels for fire and smoke, endangering multiple units in a short amount of time.
- **Drafts and Ventilation:** Corridor ventilation can unintentionally fan flames, accelerating fire progression and complicating containment.

- Lack of Compartmentation: Inadequate fire barriers increase the likelihood of rapid fire and smoke transmission throughout the building.
2. Panic and Evacuation Challenges
 - Limited Egress Options: Especially in buildings with a single exit, occupants may find it difficult to evacuate safely during a fire.
 - Smoke Inhalation Risks: Smoke can quickly obscure vision and fill common spaces, causing disorientation and panic.
 - Structural Vulnerabilities: Prolonged fire exposure may weaken corridor integrity, posing additional evacuation hazards.

3. Georgia Fire Safety Code Requirements

In accordance with O.C.G.A. Title 25, apartment buildings with interior corridors must comply with several fire prevention and protection mandates:

- Automatic Sprinkler Systems in each unit and corridor.
 - Fire Alarm consisting of horns and strobes throughout.
 - Readily Available Fire Extinguishers on all floors.
 - Fire-Resistant Wall Assemblies to limit fire spread between units.
 - Fire-Rated Doors and Hardware to control smoke and flame movement.
 - Evacuation Plans and Resident Training for emergency preparedness.
 - Pressurized stairwells are designed to keep stairwells free of smoke and smoke-related fire products during an emergency.
4. Common Fire Hazards in Apartments
 - Unattended Cooking: A leading cause of residential fires.
 - Smoking Indoors: Especially hazardous near bedding or combustible items.
 - Improper Disposal of Flammable Materials: Including cigarette butts and other combustible waste.
 5. Recommended Risk Mitigation Strategies
 - Routine Inspections: Ensure functionality of sprinklers, alarms, and extinguishers.
 - Resident Fire Drills and Education: Improve preparedness and response times.
 - Clearly Marked Egress Routes: Enhance visibility and evacuation efficiency.
 - Preventive Maintenance: Address electrical and structural issues promptly.
 - Public Awareness Campaigns: Promote safer habits among residents.

I strongly recommend reviewing your current fire safety rules, regulations, codes, and laws to ensure alignment with state regulations and best practices. Please feel free to contact the Barrow County Fire Marshal's Office for further in-depth pre-build consultation if required."

Barrow County School System – Reviewed by Matt Thompson, Chief of Staff

In comments submitted June 11, 2025, Matt Thompson provided the following comment:

“This is a 51-Unit Apartment Complex located along Patrick Mill Rd right on the Barrow/Gwinnett County border. Our projections from prior housing studies suggest a development of this type would generate approximately 9 new elementary students, 3 middle school students, and 4 high school students for a yearly estimated increase of 16 students. While this is not a significant number of students to add, this complex sits in the Yargo/Haymon-Morris/Apalachee zone which is one of the fastest growing regions of the county with many previously approved rezones and new developments building and selling units regularly.

It is likely the growth in this zone could lead to a higher proportion of students being served in external units in the future as well as future rezones to balance growth.

Concerns were raised about the tightness of the parking lot for bus pickup. As the complex sits on the county border, ideally the bus would be able to turn around and head back east after picking up students rather than passing into Gwinnett County. The narrowness of the parking lot relative to parked cars makes that a bit challenging.”



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

PLANNING STUDY

RZ 2025-035 (XX043 012R) 0 Patrick Mill Rd. SW, Noah Craig / Applicant; Hugh Rutledge / Owner. Request for Change in Conditions to remove the Master Planned Development component from R3MPD to R3.

SUMMARY

The applicant is requesting a change in conditions to remove all existing conditions of rezoning as part of a previous rezoning case, RZ 2005-133, which was originally approved by the Board of Commissioners on December 13, 2005. The applicant is requesting to maintain the existing R3 zoning for XX043 012R, +/-5.81 acres, with the intent to develop a 51-unit apartment complex on the property.

The subject property was originally a part of a larger Master Planned Development, involved in several rezoning cases, outlined herein:

Rezoning Case	Details
RZ 2005-133	<p>On <i>December 13th, 2005</i>, the applicant requested to rezone +/-106.88 acres from M1 to R3 for a Mixed-Use Master Planned Development to include commercial/retail, offices, and residential, and associated open space and amenity areas. Residential uses types were to be mixed, to include single-family detached homes, townhomes, and quad-homes.</p> <p>The Board of Commissioners voted to approve the request, to include the following conditions:</p> <ol style="list-style-type: none"> 1. No building permit will be issued until proof of sewer service for the development is shown; and 2. Buildings shall be 3-sided brick, stone, or stucco.
RZ 2007-017	<p>On <i>June 26th, 2007</i>, the applicant requested to rezone +/-5.31 acres from M2 to R3 for inclusion in the previously approved Mixed-Use Master Planned Development. The parcel, XX043/12A, was not included in the original application and therefore was not properly advertised for rezoning.</p>

	<p>The Board of Commissioners voted to approve the request, to include the following conditions:</p> <ol style="list-style-type: none"> 1. The parcel XX043/12A is to follow all conditions of the original Master Planned Development associated with the original Rezone/Special Use RZ-2005-133.
RZ 2007-030	<p>On <i>September 25th, 2007</i>, the applicant requested a change in conditions for the originally approved Master Planned Development. The applicant was requesting to amend condition #2 of RZ 2005-133; to allow single family detached homes, as part of the Master Planned Development, to be 1-sided brick, stone, or stucco instead of 3-sided.</p> <p>The Board of Commissioners voted on the motion to approve the request, but it failed with 2 in favor and 3 opposed. The following conditions still stand:</p> <ol style="list-style-type: none"> 1. No building permit will be issued until proof of sewer service for the development is shown; 2. Buildings shall be 3-sided brick, stone, or stucco; and 3. The parcel XX043/12A is to follow all conditions of the original Master Planned Development associated with the original Rezone/Special Use RZ-2005-133.

In the applicant's letter of intent, they provided the following proffered conditions:

1. Comprehensive facility and ground maintenance will be entrusted to a reputable professional management firm, ensuring the building and its environment are always meticulously maintained.
2. Full sod & irrigation on disturbed landscaped areas.
3. Retain a minimum of 40% of existing canopy. If the development proposes to disturb and remove over 40%, the developer shall replant trees to meet this requirement. Tree canopy will be demonstrated in a landscape plan during plan review.
4. Architectural articulation: façades will combine brick & fiber-cement siding in earth-tone colors.
5. Dark-sky lighting, LED fixtures for the building, walkways and parking.
6. Provide bicycle parking.
7. Amenity open-space: dedicate $\geq 20\%$ of the site as active/passive open space including a river-view overlook, benches, and a community garden plot.
8. Enclosed dumpsters.



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

PLANNING STUDY

RZ 2025-035 (XX043 012R) 0 Patrick Mill Rd. SW, Noah Craig / Applicant; Hugh Rutledge / Owner. Request for Change in Conditions to remove the Master Planned Development component from R3MPD to R3.

STAFF ANALYSIS

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

The underlying zoning district permits apartments at a maximum density of 12 dwelling units per acre. The proposed development includes 51 apartment units on the +/-5.81-acre property, yielding a density of 8.78 dwelling units per acre.

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

Adjacent and surrounding properties are zoned R-3 (High Density Residential), R-2 (Medium Density Residential), AG (Agricultural), and AR (Agricultural-Residential) parcels. The subject property was originally part of a larger Master Planned Development proposed to include a mix of residential types including single-family detached, townhomes, and quad homes. The Master Planned Development was not implemented and since then portions of the original 106.88± acres have been parceled out and developed independently from the original development plan. The primary land development pattern for the surrounding area appears to be single-family detached residential homes.

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

The proposed use is not anticipated to significantly affect the existing use or usability of surrounding properties. The originally proposed master planned development has not come to fruition, originally approved approximately 20 years ago; the existing conditions of zoning may not be appropriate for current development patterns.

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

The proposed use as an apartment complex is not technically compatible with the goals, objectives, purpose, and intent of the Comprehensive Plan. The Employment Industrial character area calls for the creation of opportunities for job-rich employment centers where a location benefits from SR 316 access. Future land uses and appropriate zoning are listed to include M-1 (Light Industrial) and C-2 (Community Commercial).

However, the proposed use for apartments is compatible with the underlying zoning of the property and is not a complete departure from the original development plans made when the property was originally rezoned for a Master Planned Development.

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

No, the property can be developed under the current R-3 zoning. The Commission's original conditions were intended to ensure high-quality development.

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

The density falls within the maximum threshold and the applicant has provided water and sewer capacity letters to verify that public services are available. Additionally, Barrow County Transportation and GDOT indicated no need for additional project coordination.

Barrow County Fire indicated their desire for additional coordination with the applicant regarding the building design and potential fire safety issues due to the interior corridor layout.

Barrow County Schools also indicated that the development could result in a yearly estimated increase of 16 students. They note that this is currently not a significant number of students to add now but could indicate continued growth in the area; Barrow County Schools note the Yargo/Haymon-Morris/Apalachee zone as one of the fastest growing regions of the county. They cite additional previously approved rezones and new developments, in addition to this proposal, that could generate significant demand on the County School System.

Additionally, Barrow County Schools noted concerns regarding the tightness of the parking lot for bus pickup. As the complex sits on the county border, ideally the bus would be able to turn around and head back east after picking up students rather than passing into Gwinnett County. The narrowness of the parking lot relative to parked cars makes that a bit challenging.

While the proposed development should not cause an excessive or burdensome use of existing public facilities and services, and increase demand on them will result from the development.

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

The request is not unforeseen but could shift the development pattern of the area towards additional residential growth, previously anticipated by the approval of the original Master Planned Development.

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

The Commission's original conditions were set to protect development quality, infrastructure capacity, and compatibility with surrounding land uses. Updating the zoning, along with new staff proposed conditions, may best reflect current policy and development goals.



PC BOC APPLICATION

Barrow County Board of
Commissioners

Submitted On:

May 27, 2025, 11:27AM EDT

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

Tax Map and Parcel Number	XX043 012R
Location / Address	Street Address: 0 Patrick Mill Road SW City: Winder State: GA Zip: 30680
Briefly Describe the Request (including any variance requests, if applicable):	please rezone from the existing R3 with conditions to a clean R3 zoning, removing prior imposed conditions.
What type of Zoning Action are you applying for? (Please check all that apply.)	Rezone Change in Conditions
Are you applying for a variance in conjunction with another Zoning Action	No
Exisiting Zoning District	R-3 - High Density Residential
Proposed Zoning District	R-3 - High Density Residential
Applicant Name	Noah Craig
Applicant Address	Street Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Applicant Phone Number	[REDACTED]
Applicant Email	[REDACTED]
Applicant is the...	Contract Purchaser
Who will be the main point of contact for this application?	Applicant
Property Owner(s) Name	Hugh Ruthledge
Property Owner(s) Address	Street Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Property Owner(s) Phone Number	[REDACTED]

Property Owner(s) Email	
Upload Attachment A - Distribution of Campaign Contribution	Campaign.pdf
Upload Attachment B - Proffered Conditions	Profferd Condition.pdf
Upload Attachment C - Applicant / Owner Certification	Owner Certification Apalachee Pointe Apartments (1).pdf
Upload Letter of Intent	rev1Letter Of Intent Apalachee Pointe Apartments 27 May 2025.pdf
Upload Site Plan	APALACHEE POINTE APARTMENTS CONCEPT 5-26-25 (1).pdf
Upload Renderings and Elevations of Building(s)	elevations.pdf
Upload Boundary Survey (This can sometimes be the same as your Site Plan / Concept Plan)	Boundary Survey Book 65 Page 442.pdf
Upload Water or Sewer Availability Letter	PAtrick Mill Road - 51 Apartments - Jakob Sullins.pdf
Upload Sewer Letter / Environmental Health Approval Letter (Septic Letter)	Sewer Availability Letter - Apalachee Pointe Apartments (1).pdf
Upload Copy of Recorded Plat (Can be obtained from the Clerk of Superior Court)	Boundary Survey Book 65 Page 442.pdf
Upload Legal Description (This can be found on the Warranty deed, if it is not, it can be obtained from your surveyor.)	Legal for patrick mill.pdf

Signature Data	First Name: Noah Last Name: Craig Email Address: [REDACTED]
	
Signed at: May 27, 2025 11:17am America/New_York	

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Jennifer Lopez, Planning & Community Development

ITEM TYPE: Public Hearing

AGENDA SECTION: **Public Hearings**

SUBJECT: **RZ 2025-036 (XX043 016) 718 Patrick Mill Rd., Jeffrey DeLoach / Applicant; WB Real Estate Holdings, LLC / Owner.** Request to rezone ± 12.18 acres from AG (Agricultural) to R2 (Medium Density Single Family Residential).

Commission District:

District 4: Alex Ward

Existing Land Use:

SMALL IMPROVED AGRICULTURAL TRACT

Existing Zoning:

AG (AGRICULTURAL)

Future Land Use Map Category:

TRADITIONAL NEIGHBORHOOD

Summary:

The applicant is requesting to rezone 12.18± acres from AG (Agricultural) to R-2 (Medium Density Single-Family) to construct a 48-unit townhome community with a density of 3.94 dwelling units per acre.

The proposed development includes 48 rear-loaded units, accessible via private alleys along both sides of the property, bisected by a private street providing frontage to the townhome units. As shown on the site plan, additional guest parking will be provided throughout the community in the form of 22 90-degree spaces at the front and back of the development (adjacent to proposed amenity areas) and

16 90-degree spaces along the private alleys providing 38 additional parking spaces. The development is proposed to be gated and will include private streets and alleyways.

The submitted Letter of Intent describes the following amenities proposed to be provided within the development:

“...the active play area with a pickleball court and gathering/picnic area will provide areas for community activities. The concept plan provides for two open areas that collectively total 3.32 acres, which exceeds the twenty percent minimum required. Additionally, the primary conservation area totals 2.43 acres, which will preserve the existing pond and stream.”

The applicant provided the following proffered conditions:

1. All residential streets constructed on the property shall be privately owned and maintained by the Homeowner’s Association (“HOA”).
2. All entrances to the property shall have restricted gate access.
3. All common area landscaping, including but not limited to the landscape strip described in condition 5 and entrance landscaping described in condition 10 below, shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained.
4. All residential structures constructed on the property shall have a minimum of 1,800 square feet of heated gross floor area.
5. Owner / Developer shall install, and the HOA shall maintain, a 20-foot landscape strip to be designed by a landscape architect and approved by the Planning and Community Development Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
6. The exterior of any and all residential units constructed on the property shall consist of brick, stone stucco, or masonry siding (including shake and board-and-batten style siding), or any combination thereof.
7. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and any side yards on the property.
8. Dumpsters and/or trash compactors shall be screened by a 100 opaque brick or stack stone wall with an opaque metal gate enclosure.
9. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style.
10. The main entrance to the property shall include a landscaped center median, which shall be professionally designed by a registered landscape architect and approved by the Planning and Community Development Director, or their designee.

RZ 2025-036 (XX043 016) CASE FILE

ATTACHMENTS:

PLANNING COMMISSION RECOMMENDATION.pdf

STAFF RECOMMENDATIONS.pdf

SITE PLAN.pdf

LETTER OF INTENT.pdf

PROFFERED CONDITIONS.pdf

AERIAL MAP.pdf

FLUM MAP.pdf

ZONING MAP.pdf

SUMMARY.pdf

STAFF ANALYSIS.pdf

APPLICATION.pdf

Planning Commission Recommendation

Planning Commission Public Hearing held on **July 17, 2025**

RZ 2025-036 (XX043 016) 718 Patrick Mill Rd., Jeffrey DeLoach / Applicant; WB Real Estate Holdings, LLC / Owner. Request to rezone ± 12.18 acres from AG (Agricultural) to R2 (Medium Density Single Family Residential).

Motion to recommend APPROVAL WITH STAFF RECOMMENDATIONS

STAFF RECOMMENDATIONS:

1. The development shall adhere to the minimum district standards of the R-2 (High Density Residential) district, as required by Table 4.1 in the UDC.
2. All residential structures constructed on the property shall have a minimum heated gross floor area of 1,800 square feet.
3. 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.
4. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, masonry siding, or any combination thereof.
5. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and any side yards on the property.
6. All common area landscaping shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained, including any recreation/landscaped amenity areas.
7. Owner / Developer shall install, and the HOA shall maintain, a 20-foot landscape strip to be designed by a landscape architect and approved by the Planning Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
8. Dumpsters and/or trash compactors shall be screened by a 100 opaque brick or stack stone wall with an opaque metal gate enclosure.
9. The amenity areas shall be designed as useable spaces that serve as focal points for the development that creates 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.

10. Open space shall include programming within the sites including a walking path, benches, and other passive recreation areas to ensure they are accessible and utilized by the entire community.
11. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style.
12. The main entrance to the property shall include a landscaped center median, which shall be professionally designed by a registered landscape architect and approved by the Planning and Community Development Director, or their designee.
13. An additional one parking space per unit shall be provided as guest parking, which shall be interspersed throughout the development per UDC Sec. 89-128(2).
14. The HOA is required to include a cap on non-owner occupancy to no more than 10%.
15. All residential streets constructed on the property shall be privately owned and maintained by the Homeowner's Association ("HOA").
16. All entrances to the property shall have restricted gate access.
17. There shall be a 20ft vegetative buffer within the 25ft zoning buffer on the East and West sides to be completed by a landscape architect.

Motion made by District 4; Shawn McDougall

Motion seconded by District 1; Joe Vann

Motion passed **THE BOARD OF COMMISSIONERS MEETING WILL BE HELD ON July 11, 2023 at 6:00 PM AT THE BARROW COUNTY HISTORIC COURTHOUSE, 30 NORTH BROAD STREET, WINDER, GA 30680; 2ND FLOOR IN THE BOARD ROOM.**

STAFF RECOMMENDATION

Staff recommends **APPROVAL** for the request to rezone +/- 12.18 acres from AG (Agricultural) to R-2 (Medium Density Single-Family) to construct a 48 lot townhome development as the proposed use is consistent intent of the Traditional Residential Character area, which identifies R-2 (Medium Density Residential) as an appropriate zoning classification.

Staff recommends the following conditions for such approvals:

1. The development shall adhere to the minimum district standards of the R-2 (High Density Residential) district, as required by Table 4.1 in the UDC.
2. All residential structures constructed on the property shall have a minimum heated gross floor area of 1,800 square feet.
3. 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.

4. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, masonry siding, or any combination thereof.
5. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and any side yards on the property.
6. All common area landscaping shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained, including any recreation/landscaped amenity areas.
7. Owner / Developer shall install, and the HOA shall maintain, a 20-foot landscape strip to be designed by a landscape architect and approved by the Planning Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
8. Dumpsters and/or trash compactors shall be screened by a 100 opaque brick or stack stone wall with an opaque metal gate enclosure.
9. The amenity areas shall be designed as useable spaces that serve as focal points for the development that creates 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.
10. Open space shall include programming within the sites including a walking path, benches, and other passive recreation areas to ensure they are accessible and utilized by the entire community.
11. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style.
12. The main entrance to the property shall include a landscaped center median, which shall be professionally designed by a registered landscape architect and approved by the Planning and Community Development Director, or their designee.
13. An additional one parking space per unit shall be provided as guest parking, which shall be interspersed throughout the development per UDC Sec. 89-128(2).
14. The HOA is required to include a cap on non-owner occupancy to no more than 10%.
15. All residential streets constructed on the property shall be privately owned and maintained by the Homeowner's Association ("HOA").
16. All entrances to the property shall have restricted gate access.



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

PLANNING STUDY

RZ 2025-036 (XX043 016); 718 Patrick Mill Road; Jeffrey DeLoach, Applicant / WB Real Estate Holdings, LLC., Owners. Request to rezone +/- 12.18 acres from AG (Agricultural) to R-2 (Medium Density Single-Family) to construct townhomes.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** for the request to rezone +/- 12.18 acres from AG (Agricultural) to R-2 (Medium Density Single-Family) to construct a 48 lot townhome development as the proposed use is consistent intent of the Traditional Residential Character area, which identifies R-2 (Medium Density Residential) as an appropriate zoning classification.

Staff recommends the following conditions for such approvals:

1. The development shall adhere to the minimum district standards of the R-2 (High Density Residential) district, as required by Table 4.1 in the UDC.
2. All residential structures constructed on the property shall have a minimum heated gross floor area of 1,800 square feet.
3. 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.
4. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, masonry siding, or any combination thereof.
5. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and any side yards on the property.
6. All common area landscaping shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained, including any recreation/landscaped amenity areas.
7. Owner / Developer shall install, and the HOA shall maintain, a 20-foot landscape strip to be designed by a landscape architect and approved by the Planning Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.

8. Dumpsters and/or trash compactors shall be screened by a 100 opaque brick or stack stone wall with an opaque metal gate enclosure.
9. The amenity areas shall be designed as useable spaces that serve as focal points for the development that creates 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.
10. Open space shall include programming within the sites including a walking path, benches, and other passive recreation areas to ensure they are accessible and utilized by the entire community.
11. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style.
12. The main entrance to the property shall include a landscaped center median, which shall be professionally designed by a registered landscape architect and approved by the Planning and Community Development Director, or their designee.
13. An additional one parking space per unit shall be provided as guest parking, which shall be interspersed throughout the development per UDC Sec. 89-128(2).
14. The HOA is required to include a cap on non-owner occupancy to no more than 10%.
15. All residential streets constructed on the property shall be privately owned and maintained by the Homeowner's Association ("HOA").
16. All entrances to the property shall have restricted gate access.

GENERAL NOTES

- DOMESTIC WATER SUPPLY TO BE CITY OF WINDER
- SANITARY SEWER TO BE BARROW COUNTY
- CURRENT ZONING: AG
- TO BE REZONED: R-2 OSC (SUP)
- MIN. 24 SHARED STALLS TO BE PROVIDED
- 24FT ACCESS EASEMENT TO BE CENTERED ON ALL ALLEY WAYS
- OPEN AREA TO BE MAINTAINED BY HOA

BOUNDARY SURVEY

- BOUNDARY REFERENCED FROM PLAT PREPARED BY PAUL E. BORDERS, DATED 1/18/1984

DENSITY

- ALLOWABLE DENSITY = 5 UNITS PER ACRE
- PROVIDED DENSITY = 4.1 UNITS PER ACRE

FLOOD NOTE:

FLOOD HAZARD AREA DO NOT EXIST ON SITE AS PER F.I.R.M. COMMUNITY PANEL No. 13013C0110D, DATED 12/1/22

BUILDING SETBACKS R2:

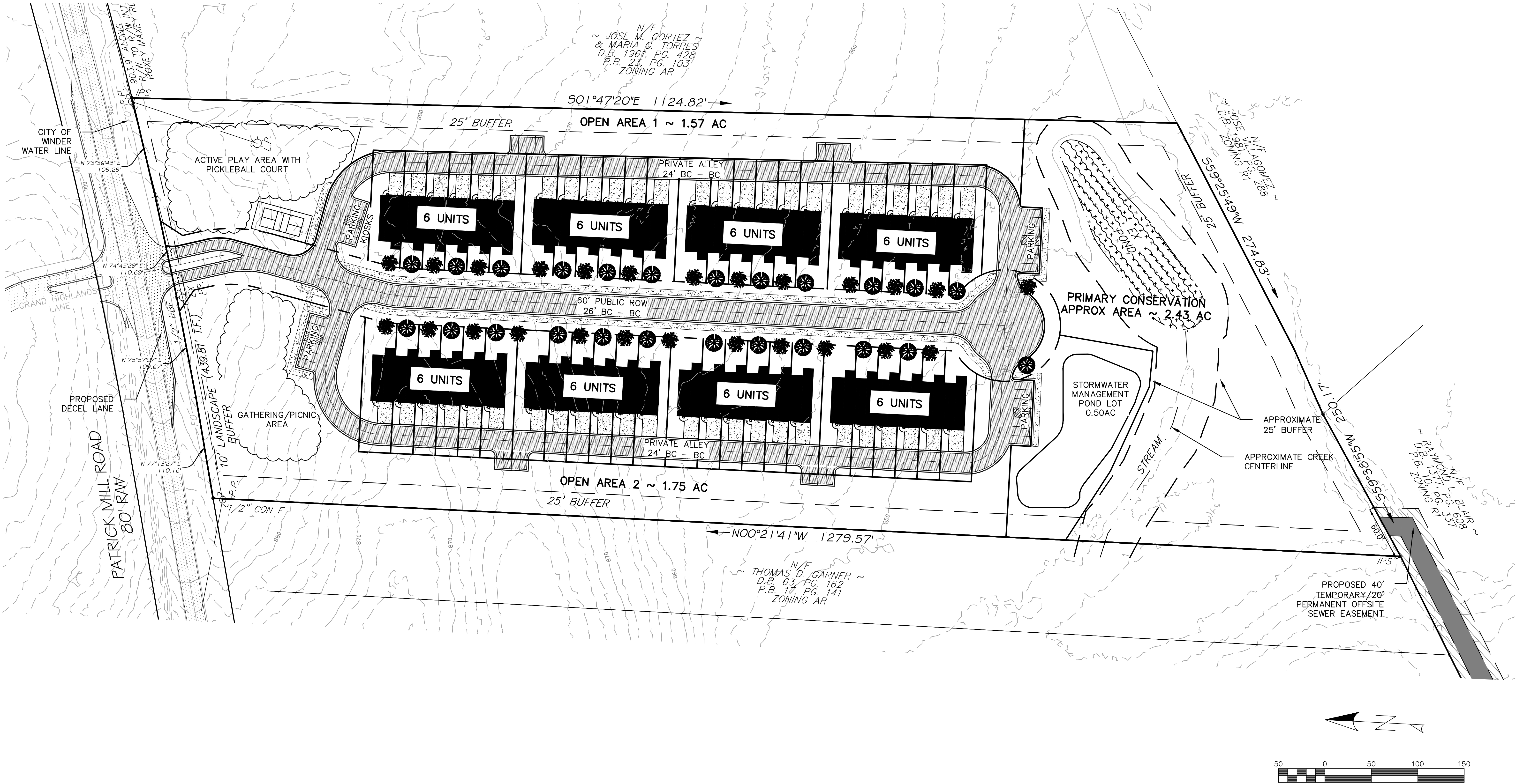
- SIDE: 15' FROM PROPERTY LINES
- REAR: 40' FROM PROPERTY LINES

OPEN SPACE

- MINIMUM 20% OPEN SPACE REQUIRED (2.42AC)
- OPEN SPACE SHALL INCLUDE AN AMENITY AREA PER TABLE 5.4: RECREATIONAL AMENITIES

SITE NOTES

- TOTAL UNIT COUNT = 48 UNITS
- LINEAR FEET OF ROW = ±958 LF
- LINEAR FEET OF ALLEY = ±2,141 LF



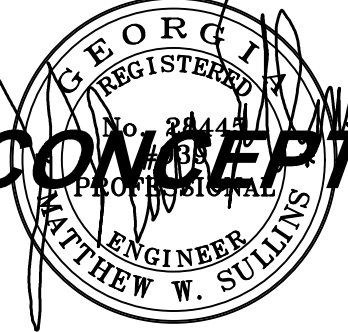
DATE:	REVISION:

ALL MATERIAL, CONSTRUCTION, AND WORKMANSHIP ON THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CITY OF WINDER, GEORGIA, SPECIFICATIONS AND REQUIREMENTS AND SHALL BE PERFORMED IN A WORKMANLIKE MANNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY OWNERS, DETERMINING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES INCLUDING WATER, GAS, AND CABLE, AND FOR PROTECTING THEM DURING CONSTRUCTION AND SHALL BE LIABLE FOR ANY DAMAGES DUE TO HIS OPERATION. THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DESIGN CHANGES MADE BY OTHERS. THE CONTRACTOR SHALL CALL THE UTILITIES PROTECTION CENTER THREE WORKING DAYS BEFORE DIGGING. IN METRO ATLANTA DIAL 407/395-5000. THROUGHOUT GEORGIA DIAL 800/424-PAUL.

Sullins Engineering,LLC

CONTACT: MATTHEW SULLINS
CIVIL ENGINEERS ~ LAND PLANNERS

CONCEPT PLAN FOR:
PATRICK MILL ROAD SW



DATE	JOB #
5/27/2025	3611
SHEET 1	



Epps, Holloway, DeLoach & Hoipkemier, LLC

Kevin E. Epps
 Kelly C. Holloway
 Jeffrey W. DeLoach
 Adam L. Hoipkemier
 Tyler M. Gaines
 Kristin C. M. Waller
 M. Claire Kimbrell

David A. Quilliams, of counsel
 Morris H. Wiltshire, Jr., of counsel

LETTER OF INTENT FOR REZONING

Applicant:	Jeffrey W. DeLoach, Attorney for WB Real Estate Holdings, LLC
Owner:	WB Real Estate Holdings, LLC
Location:	Currently known as 718 Patrick Mill Road
Description:	Rezoning from AG to R-2
Tax Parcel No:	XX043 016
Total Acreage:	Approximately 12.18 acres
Total Lots Proposed:	48
Density:	4.1 Units per acre
Date:	May 27, 2025

Summary of Requested Action:

This Letter of Intent is being submitted with the Application for Rezoning amendment for the 12.18-acre tract of land on Patrick Mill Road, with a current address of 718 Patrick Mill Road (the “Property”). This application seeks to rezone the Property from AG to R-2. There are no variances requested in connection with this Application.

Project Description

Applicant requests that the Property be rezoned to the R-2 zoning classification of the Unified Development Code of Barrow County (the “UDC”). The proposed development includes 48 lots and 12.18 acres within unincorporated Barrow County. Public water supply service will be provided by the City of Winder, and sanitary sewer service will be provided by Barrow County. The concept plan provides for an entrance from Patrick Mill Road. For all likely residents of the Property, the active play area with a pickleball court and gathering/picnic area will provide areas for community activities. The concept plan provides for two open areas that collectively total 3.32 acres, which exceeds the twenty percent minimum required. Additionally, the primary conservation area totals 2.43 acres, which will preserve the existing pond and stream. There is a

separate 0.50-acre parcel for the stormwater management area for the development. All parking spaces will meet Barrow County Code requirements. There will be a homeowner's association that is responsible for maintaining all common areas in the development and will also be responsible for maintaining the landscaping and mowing the yards of each lot owner.

Existing Zoning and Proposed Zoning

The Property is currently zoned AG and has enjoyed limited utility. The proposed rezoning to R-2 is compatible with the Traditional Neighborhood character area of the Future Land Use Map and with adjacent zoning and development. The 11.29-acre tract of land directly across Patrick Mill Road to the north is another R-2 development, which is surrounded on both sides by tracts zoned R-3. On the east and west of the Property are parcels presently zoned AR. The two tracts of land to the south of the Property are zoned R-1. The Owner desires to develop this 12.18-acre tract in a manner that is compatible with the R-2 development directly across Patrick Mill Road from the Property. As a result, the proposed proffered conditions attached as **Exhibit A** generally follow the same conditions placed upon the property across the street when it was rezoned on November 8, 2022. Importantly, the proposed development complies with the standards set forth in Sec. 89-1315(e) of the UDC, as shown in the analysis attached as **Exhibit B**.

Reservation of Constitution Rights

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

We are hopeful that Barrow County will approve this Application, which will (1) allow the property owner to make productive use of the Property and (2) provide quality R-2 development in a location for which it is well-suited. As required by law, this notice is being provided to advise you that, if necessary, Applicant and property owner will enforce their legal rights and remedies available under law. Specifically, among other Constitutional violations, failure to grant this Application would result in a taking of real property without just and adequate compensation and would constitute a denial of equal protection and due process in violation of both the Georgia

Epps, Holloway, DeLoach & Hoipkemie, LLC

Constitution and the Constitution of the United States and would be contrary to the standards set out in *Guhl v. Holcomb Bridge Road Corp.*, 238 Ga. 322 (1977).

The Application submitted, along with the concept plans and accompanying documents, show that the criteria contained within the UDC have been met so that the rezoning should be granted. Based upon all the foregoing, we sincerely request that you give favorable consideration to this Application and approve the requests as submitted.

Sincerely,

**EPPS HOLLOWAY DELOACH
& HOIPKEMIER, LLC**



Jeffrey W. DeLoach

cc: WB Real Estates Holding, LLC (via email)

EXHIBIT A

Proposed Proffered Conditions

1. All residential streets constructed on the property shall be privately owned and maintained by the Homeowners Association (“HOA”).
2. All entrances to the property shall have restricted gate access.
3. All common area landscaping, including but not limited to the landscape strip described in condition 5 and entrance landscaping described in condition 10 below, shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained.
4. All residential structures constructed on the property shall have a minimum of 1,800 square feet of heated gross floor area.
5. Owner / Developer shall install, and the HOA shall maintain, a 20-foot landscape strip to be designed by a landscape architect and approved by the Planning and Community Development Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
6. The exterior of any and all residential units constructed on the property shall consist of brick, stone stucco, or masonry siding (including shake and board-and-batten style siding), or any combination thereof.
7. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and any side yards on the property.
8. All dumpsters and trash compactors shall be screened by an opaque brick or stack stone wall with an opaque metal gate enclosure.
9. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style.
10. The main entrance to the property shall include a landscaped center median, which shall be professionally designed by a registered landscape architect and approved by the Planning and Community Development Director, or their designee.

EXHIBIT B

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

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

Yes, the proposed townhome development is appropriate and permissible for the R-2 Medium Density Residential District that is being requested.

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

Yes, there is a mix of zoning districts surrounding the Property, R-2, R-3, and AR. Based upon the development along Patrick Mill Road this Property is well-suited for R-2 zoning and is compatible with the future land use map.

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

The proposed use will not adversely affect the existing use or usability of adjacent and nearby property. There is no adverse effect to the development of this Property under the Medium Density Residential District (R-2).

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

Yes, the proposed rezoning to R-2 is compatible with the Traditional Neighborhood character area of the Future Land Use Map.

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

This property is 12.8 acres and is located along a busy section of Patrick Mill Road. It is unlikely to ever be used or developed with its current AG zoning designation.

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

No, this development will not cause excessive impact to public facilities and services. Water service is available from the City of Winder and sewer service is available from Barrow County. While there will be some additional traffic created by this development, it is consistent with what is expected for the development of this section of Patrick Mill Road

and is not excessive. Likewise, the proposed 48 townhome units may add some children to the school system, but it is expected that this development will be a mix of family types, including younger couples without children and retirees or “empty-nesters” who are looking to downsize. Based upon the mix of expected residents and the small size of the proposed development, there is no expectation that it will cause excessive or burdensome use of public facilities or services.

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

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

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

Yes, the proposed Medium Density Residential District (R-2) provides for a compatible use with the surrounding properties. This proposed zoning district reflects an appropriate balance between the public interest and the owner’s right to develop the property.

PROFFERED CONDITIONS

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

Please list any written proffered conditions below:

See Exhibit A, attached

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

N/A

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

Applicant's Signature: _____

Jeffrey W. DeLoach

Applicant's Name: _____

Jeffrey W. DeLoach

Date: _____

5/27/25

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 27th DAY OF May, 2025.

[Signature]

NOTARY PUBLIC

My Commission Expires: _____

3/23/28

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

EXHIBIT A

Proposed Proffered Conditions

1. All residential streets constructed on the property shall be privately owned and maintained by the Homeowners Association (“HOA”).
2. All entrances to the property shall have restricted gate access.
3. All common area landscaping, including but not limited to the landscape strip described in condition 5 and entrance landscaping described in condition 10 below, shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained.
4. All residential structures constructed on the property shall have a minimum of 1,800 square feet of heated gross floor area.
5. Owner / Developer shall install, and the HOA shall maintain, a 20-foot landscape strip to be designed by a landscaped architect and approved by the Planning and Community Development Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
6. The exterior of any and all residential units constructed on the property shall consist of brick, stone stucco, or masonry siding (including shake and board-and-batten style siding), or any combination thereof.
7. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and any side yards on the property.
8. All dumpsters and trash compactors shall be screened by an opaque brick or stack stone wall with an opaque metal gate enclosure.
9. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style.
10. The main entrance to the property shall include a landscaped center median, which shall be professionally designed by a registered landscape architect and approved by the Planning and Community Development Director, or their designee.

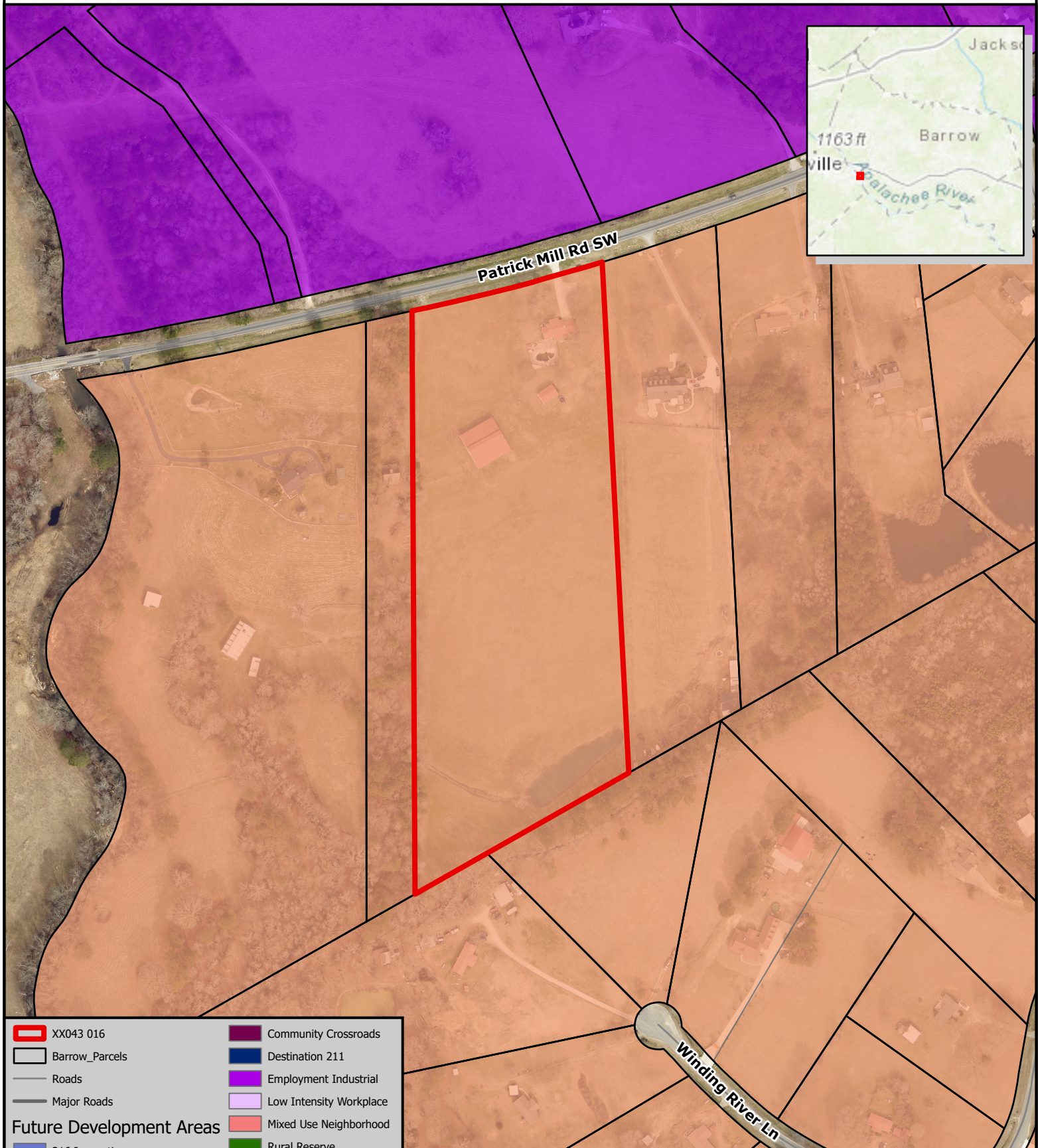


-  XX043 016
-  Barrow_Parcels
-  Roads
-  Major Roads

0 100 200
Feet
1:3,249



DISCLAIMER
THIS MAP WAS COMPILED BY
BARROW COUNTY. THE COUNTY
ASSUMES NO RESPONSIBILITY
FOR THE LEGAL ACCURACY OF THE
INFORMATION CONTAIN
HEREIN. **120**

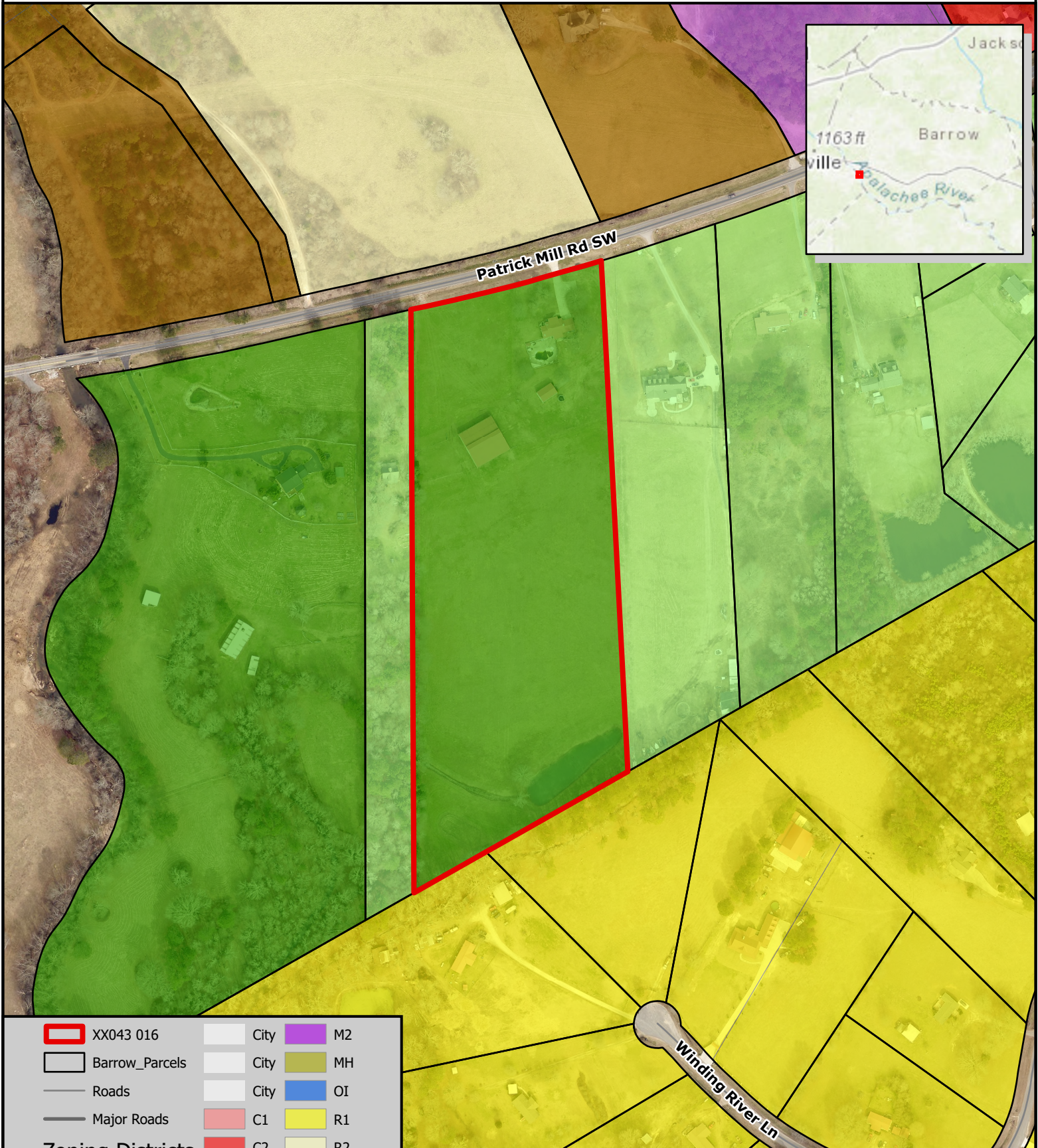


XX043 016	Community Crossroads
Barrow_Parcels	Destination 211
Roads	Employment Industrial
Major Roads	Low Intensity Workplace
Future Development Areas	Mixed Use Neighborhood
316 Innovation	Rural Reserve
City of Auburn	Rural Residential
City of Statham	Suburban Residential
City of Winder	Town of Braselton
Commercial Corridor	Traditional Residential

0 100 200
Feet
1:3,249



DISCLAIMER
THIS MAP WAS COMPILED BY
BARROW COUNTY. THE COUNTY
ASSUMES NO RESPONSIBILITY
FOR THE LEGAL ACCURACY OF THE
INFORMATION CONTAIN
HEREIN. **121**



 XX043 016	 Barrow_Parcels	 City	 City	 City	 City
 Roads	 Major Roads	 C1	 C2	 C3	 City
Zoning Districts		 AC	 AG	 AR	 R1
					 R2
					 R3
		 M1	 M2	 MH	 OI
		 City	 City	 City	 City

0 100 200
Feet
1:3,249



DISCLAIMER
THIS MAP WAS COMPILED BY
BARROW COUNTY. THE COUNTY
ASSUMES NO RESPONSIBILITY
FOR THE LEGAL ACCURACY OF THE
INFORMATION CONTAIN
HEREIN. **122**



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

PLANNING STUDY

RZ 2025-036 (XX043 016); 718 Patrick Mill Road; Jeffrey DeLoach, Applicant / WB Real Estate Holdings, LLC., Owners. Request to rezone +/- 12.18 acres from AG (Agricultural) to R-2 (Medium Density Single-Family) to construct townhomes.

SUMMARY

The applicant is requesting to rezone 12.18± acres from AG (Agricultural) to R-2 (Medium Density Single-Family) to construct a 48-unit townhome community with a density of 3.94 dwelling units per acre.

The proposed development includes 48 rear-loaded units, accessible via private alleys along both sides of the property, bisected by a private street providing frontage to the townhome units. As shown on the site plan, additional guest parking will be provided throughout the community in the form of 22 90-degree spaces at the front and back of the development (adjacent to proposed amenity areas) and 16 90-degree spaces along the private alleys providing 38 additional parking spaces. The development is proposed to be gated and will include private streets and alleyways.

The submitted Letter of Intent describes the following amenities proposed to be provided within the development:

“...the active play area with a pickleball court and gathering/picnic area will provide areas for community activities. The concept plan provides for two open areas that collectively total 3.32 acres, which exceeds the twenty percent minimum required. Additionally, the primary conservation area totals 2.43 acres, which will preserve the existing pond and stream.”

The applicant provided the following proffered conditions:

1. All residential streets constructed on the property shall be privately owned and maintained by the Homeowner's Association (“HOA”).
2. All entrances to the property shall have restricted gate access.
3. All common area landscaping, including but not limited to the landscape strip described in condition 5 and entrance landscaping described in condition 10 below, shall be maintained by the HOA with a professional landscaping company being employed to keep all grass fertilized and mowed on a regular basis and all landscaping properly maintained.

4. All residential structures constructed on the property shall have a minimum of 1,800 square feet of heated gross floor area.
5. Owner / Developer shall install, and the HOA shall maintain, a 20-foot landscape strip to be designed by a landscape architect and approved by the Planning and Community Development Director (or their designee) for the full length of the development along Patrick Mill Road. The landscape strip shall include decorative fencing constructed of rot-resistant material along the full length of the development (with the exception of pedestrian openings), which shall include masonry columns spaced on 100-foot centers.
6. The exterior of any and all residential units constructed on the property shall consist of brick, stone stucco, or masonry siding (including shake and board-and-batten style siding), or any combination thereof.
7. Sod and landscaping shall be installed and maintained in the disturbed areas of all front yards and any side yards on the property.
8. Dumpsters and/or trash compactors shall be screened by a 100 opaque brick or stack stone wall with an opaque metal gate enclosure.
9. Signage shall be provided at the entrance(s) to the development, which shall be ground based, monument style.
10. The main entrance to the property shall include a landscaped center median, which shall be professionally designed by a registered landscape architect and approved by the Planning and Community Development Director, or their designee.



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

PLANNING STUDY

RZ 2025-036 (XX043 016); 718 Patrick Mill Road; Jeffrey DeLoach, Applicant / WB Real Estate Holdings, LLC., Owners. Request to rezone +/- 12.18 acres from AG (Agricultural) to R-2 (Medium Density Single-Family) to construct townhomes.

ZONING STAFF ANALYSIS

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

Yes, the R-2 (Medium Density Residential District) was established to provide locations for smaller lot single-family, fee-simple duplexes, fee simple townhomes (single-family attached) and residentially compatible institutional and recreational uses. The proposed development will include 48 townhome units resulting in a density of 3.94 dwelling units per acre.

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

Directly adjacent and surrounding properties are zoned AR (Agricultural Residential), AG (Agricultural), R-1 (Low Density Single-family Residential), R-2 (Medium Density Residential), and R-3 (High Density Residential). The proposed use is more dense than directly adjacent uses, where neighboring single-family detached properties have larger lot sizes.

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

While the introduction of 48 new residential units will likely result in an increase in traffic and use of other community services, the proposed use is not anticipated to adversely affect the normal use of those adjacent or nearby properties.

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

Yes, the proposed use is compatible with Comprehensive Plan's intent for the Traditional Residential character area. This future land use category notes R-2 (Medium Density Residential) as an appropriate zoning district and townhomes at a minimum of 2 dwelling units per acre, maximum of 6 dwelling units per acre as appropriate for

unincorporated Barrow. The development proposes a density of 3.94 dwelling units per acre, which meets the Comprehensive plan supported density.

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

The AG (Agricultural) district does not support subdivisions at less than 5 acres per lot and 1 dwelling unit per 5 acres, requiring 150 ft. minimum lot widths.

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

The development of 48 residential units will likely impact public services, including water/sewer, and the adjacent public roads. In the applicant-provided sewer availability letter, Barrow Utilities Department specified that sewer capacity designation will be dictated by the Barrow County Comprehensive Plan and final approval, or rejection administered by the Barrow County Board of Commissioners. There will be increased traffic along Patrick Mill Road but GDOT initial review comments expressed that the development will not require coordination with GDOT and Barrow Transportation had no comments for this request.

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

The proposed use is aligned with the Traditional Residential Character area of the Comprehensive Plan. This character area strives to preserve established neighborhoods and create quality infill development that respects the prevailing single-family character and traditional materials and site design. Additionally, townhomes are a permitted use in the R-2 district.

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

Generally yes, the proposed use reflect a reasonable balance between the promotions of the public health, safety, morality, or general welfare and the right to unrestricted use of property. If approved, the site should be developed in accordance with the submitted application materials and in accordance with the UDC.



PC BOC APPLICATION

Barrow County Board of
Commissioners

Submitted On:

May 27, 2025, 11:50AM EDT

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

Tax Map and Parcel Number	XX043 016
Location / Address	Street Address: 718 Patrick Mill Road City: Winder State: GA Zip: 30680
Briefly Describe the Request (including any variance requests, if applicable):	Rezoning from AG to R-2
What type of Zoning Action are you applying for? (Please check all that apply.)	Rezone
Are you applying for a variance in conjunction with another Zoning Action	No
Exisiting Zoning District	AG - Agricultural
Proposed Zoning District	R-2 - Medium Density Residential
Applicant Name	Jeffrey DeLoach
Applicant Address	Street Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Applicant Phone Number	[REDACTED]
Applicant Email	[REDACTED]
Applicant is the...	Owner's Agent
Who will be the main point of contact for this application?	Applicant
Property Owner(s) Name	WB Real Estate Holdings, LLC
Property Owner(s) Address	Street Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]
Property Owner(s) Phone Number	[REDACTED]

Property Owner(s) Email	
Upload Attachment A - Distribution of Campaign Contribution	CAMPAIGN DISCLOSURE. 718 Patrick Mill Rd.pdf
Upload Attachment B - Proffered Conditions	PROFFERED CONDITIONS. 718 Patrick Mill Rd..pdf
Upload Attachment C - Applicant / Owner Certification	APPLICANT-OWNER CERTIFICATION. 718 Patrick Mill Rd..pdf
Upload Letter of Intent	LETTER OF INTENT. 718 Patrick Mill Road.pdf
Upload Site Plan	Concept Plan 5-27-2025.pdf
Upload Renderings and Elevations of Building(s)	Renderings Insert.pdf
Upload Boundary Survey (This can sometimes be the same as your Site Plan / Concept Plan)	Concept Plan 5-27-2025.pdf
Upload Water or Sewer Availability Letter	Water Availability Letter -718 Patrick Mill Road.pdf
Upload Sewer Letter / Environmental Health Approval Letter (Septic Letter)	Sewer Availability Letter - The Grove at Patrick Mill.pdf
Upload Copy of Recorded Plat (Can be obtained from the Clerk of Superior Court)	PB 21 PG 208.pdf
Upload Legal Description (This can be found on the Warranty deed, if it is not, it can be obtained from your surveyor.)	LEGAL DESCRIPTION. 718 Patrick Mill Rd..pdf

Signature Data	First Name: Jeffrey Last Name: DeLoach Email Address: <div></div>
	<div>  </div>
Signed at: May 27, 2025 11:47am America/New_York	

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Cissy Greeson, Public Works Department

ITEM TYPE: Agreement

AGENDA SECTION: **Old Business**

SUBJECT: Consideration to approve the 2025 Sanitary Sewer Master Plan Proposal from Engineering Management, Inc. of Lawrenceville, GA, for the Sanitary Sewer Master Plan and to authorize the Chairman to execute the proposal. [Note 1: Tabled at the April 22, 2025 Voting Session until August 12, 2025 Voting Session.](#) [Note 2: Staff is requesting to table this item indefinitely.](#)

Work Session:
Voting Session

Purpose:
Consideration to approve the 2025 Sanitary Sewer Master Plan Proposal from Engineering Management, Inc. of in Lawrenceville, GA, for the Sanitary Sewer Master Plan and to authorize the Chairman to execute the proposal.

Background/Summary:
The Sewer Master Plan will determine the probable short-and long-term build-out wastewater flows in the study area and project major required pump stations, sewer lines, sizes, treatment facilities and locations within the area. The proposed study will evaluate Barrow County's existing and proposed infrastructure in the area that would logically receive the flows from future Barrow County sewer facilities in this collection basin.

Future Projections and Expansions - Evaluate and determine the existing and future sewer demands in the following areas according to the County's Future Land Use Map and Comprehensive Plan. Traditional Neighborhood, Suburban Neighborhood, 316 Innovation Corridor, Mixed Use Neighborhood, Commercial Corridors and Employment/Industrial Centers as well as input from County Staff.

- Develop preliminary drainage basin designs and probable future sanitary sewer collection and outfall lines based on topography of the area.
- Develop potential future pumping facility locations and associated force mains with emphasis on transferring wastewater to the most logical collection point(s) in the existing system.
- Proposed Work:

EMI proposes to study and evaluate the proposed study areas in an orderly fashion in order to provide the County with sound, cost-effective solutions. Our proposed work is broken down as follows with our hourly not to exceed without prior approval fees:

- A. Project Existing and Future Sewer Demands in the Future Land Use Study Areas (Hourly not to exceed \$20,000)
- EMI will provide flow projections based on future land use plan areas that are proposed to be served by public sewer systems within the County's service area. Common sense and sound engineering judgement will be used for minor deviations from the basin area, where appropriate.
- B. Preliminary layout of the Future Major Sanitary Sewer Collection Sewer Lines (Hourly not to exceed \$25,000)

EMI will perform flow projections based on future land use and probable densities of residential and commercial development in the proposed service areas. In addition, utilizing existing topographic information preliminary location and flow routes of the future sewer lines will be prepared on a report base map. Based on flow calculations from industry standard guidelines future pipeline sizes will be proposed. The software used will be Sewer-Cad Version by Bentley.

- C. Existing Barrow County Lift Station Evaluation (Hourly not to exceed \$7,000)

EMI will conduct site visits and perform follow up analysis and data collection as necessary to assess the condition of the existing lift stations that would logically receive wastewater flow from the future planning areas including but not limited to the following items:

- o Existing and future flows
- o Components, valves, piping, and connections
- o Site conditions

- o Evaluate current pump performance vs. design performance

- o D. Asbuilt Survey and Data Collection of Existing Outfall Sewer Lines (Hourly not to exceed \$45,000)

EMI will collect as built location, elevation and depth of existing manholes along approximately 71,000 LF of major outfall lines serving existing pump stations. This information will be used to create Sewer-CAD models of the systems so existing and future capacities can be determined.

- o E. Existing Barrow Outfall Sewer Line Evaluations (Hourly not to exceed \$25,000)

EMI will conduct site visits and perform follow up analysis and data collection as necessary to assess the condition of the existing major outfall sewers that would logically receive wastewater flow from the future planning areas including but not limited to the following items. Systems will be modeled using Sewer-CAD Software by Bentley.

- o Existing and future flows
- o Components, valves, piping, and connections
- o Site conditions

F. Draft Report (Hourly not to exceed \$13,000)

o 1. Letter Report and Final Recommendations

EMI will provide a draft report stating the background, findings, and results of calculations and provide final recommendations with adequate descriptions and rationale. The report will include commentary and assessment of the future build-out flows of the future land use study areas and the major outfalls to meet the needs of the future, projected sewer demands. The report will also discuss the findings of the existing and proposed sewer facilities.

2. Exhibits

EMI will provide exhibits to illustrate and demonstrate the findings and recommendations including charts, map exhibits, cost estimates, drawings, and detailed calculations in appendices.

EMI will provide the final report and exhibits in electronic and bound form (8 copies each) to the Barrow County Public Works Department. We would expect to start our services promptly after receipt of your acceptance of this proposal and to submit the report within 10 months after proposal acceptance. The total of the hourly not to exceed without prior approval fees presented above is \$135,000.

EMI agrees to perform all of our services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

EMI will perform its services with due and reasonable diligence, consistent with our current Professional Services Agreement with Barrow County.

Options:

- Approval of the proposed Sewer Master Plan
- Denial of the proposed Sewer Master Plan

Finance Officer Comments (if applicable):

If approved the 2025 Sewer Master Plan is not to exceed \$135,000.00 and will be funded from account 5074335-521200. The Finance Department is recommending to use the "Professional Services" provision outlined on page 6 of the attached purchasing policy. The provision states

"Professional Services. It is the policy of the County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on the best interest of the County and receipt of maximum value. Procurement of professional services is exempted by state law from bidding requirements and from this Policy, unless otherwise directed by the Board of Commissioners. (O.C.G.A. § 36-91-2(12)). Professional services procurements in excess of \$25,000 shall be approved by the Board of Commissioners.

Funding Source	FY 2025 Approved Budget	Year-to-date Expenses	FY 2025 Remaining Budget
5074335-521200	\$764,443.00	\$255,025.81	\$509,417.19

ATTACHMENTS:

[Sewer Master Plan Proposal.pdf](#)
[Barrow County Purchasing Policy.pdf](#)

January 17, 2025

Mr. Chris Yancey, Public Works Director
Barrow County Board of Commissioners
Historic Courthouse
30 North Broad Street
Winder, Georgia 30680

Re: Sanitary Sewer Master Plan

Dear Chris:

Engineering Management, Inc. (EMI) is pleased to provide a proposal for professional services and task order in connection with the Sanitary Sewer Master Plan. This effort will determine the probable short-and long-term build-out wastewater flows in the study area and project major required pump stations, sewer lines, sizes, treatment facilities and locations within the area. Moreover, the proposed study will evaluate Barrow County's existing and proposed infrastructure in the area that would logically receive the flows from future Barrow County sewer facilities in this collection basin. This will be a collaborative effort with the County staff and EMI.

Background and Purpose of Evaluation:

Barrow County continues to be a high growth community. Proper planning for future growth is essential to protect the community's vision for growth. Providing infrastructure to growth areas will enable the County to direct growth while prioritizing the preservation of the County's rural and small-town atmosphere where possible. It is our understanding the County desires to plan for future extensions to the County wastewater system to accommodate future growth and provide infrastructure for economic development projects.

Goals:

EMI has met with County Staff to pre-determine the general areas to be studied and the general scope of this project and its goals. They can be further defined in two phases as follows:

Future Projections and Expansions

- Evaluate and determine the existing and future sewer demands in the following areas according to the County's Future Land Use Map and Comprehensive Plan. Traditional Neighborhood, Suburban Neighborhood, 316 Innovation Corridor, Mixed Use Neighborhood, Commercial Corridors and Employment/Industrial Centers as well as input from County Staff.
- Develop preliminary drainage basin designs and probable future sanitary sewer collection and outfall lines based on topography of the area.

- Develop potential future pumping facility locations and associated force mains with emphasis on transferring wastewater to the most logical collection point(s) in the existing system.

Evaluation and Modeling of Existing Sanitary Sewer Infrastructure

- Assess the ability of the existing Barrow County collection system and pump stations to meet the needs of the future projected sewer demands from the Future Land Use Map.
- Provide recommendations for any necessary improvements and/or upgrades needed to the existing sanitary sewer infrastructure to meet future sewer demands of Barrow County.
- Provide preliminary cost estimates for future major sewer lines as well as any upgrades to the existing Barrow County wastewater treatment, collection and transport facilities.

Proposed Work:

EMI proposes to study and evaluate the proposed study areas in an orderly fashion in order to provide the County with sound, cost-effective solutions. Our proposed work is broken down as follows with our hourly not to exceed without prior approval fees:

**A. Project Existing and Future Sewer Demands in the Future Land Use Study Areas
(Hourly not to exceed \$20,000)**

EMI will provide flow projections based on future land use plan areas that are proposed to be served by public sewer systems within the County's service area. Common sense and sound engineering judgement will be used for minor deviations from the basin area, where appropriate.

B. Preliminary layout of the Future Major Sanitary Sewer Collection Sewer Lines (Hourly not to exceed \$25,000)

EMI will perform flow projections based on future land use and probable densities of residential and commercial development in the proposed service areas. In addition, utilizing existing topographic information preliminary location and flow routes of the future sewer lines will be prepared on a report base map. Based on flow calculations from industry standard guidelines future pipeline sizes will be proposed. The software used will be Sewer-Cad Version by Bentley.

C. Existing Barrow County Lift Station Evaluation (Hourly not to exceed \$7,000)

EMI will conduct site visits and perform follow up analysis and data collection as necessary to assess the condition of the existing lift stations that would logically receive wastewater flow from the future planning areas including but not limited to the following items:

- Existing and future flows
- Components, valves, piping, and connections
- Site conditions
- Evaluate current pump performance vs. design performance

D. Asbuilt Survey and Data Collection of Existing Outfall Sewer Lines (Hourly not to exceed \$45,000)

EMI will collect asbuilt location, elevation and depth of existing manholes along approximately 71,000 LF of major outfall lines serving existing pump stations. This information will be used to create Sewer-CAD models of the systems so existing and future capacities can be determined.

E. Existing Barrow Outfall Sewer Line Evaluations (Hourly not to exceed \$25,000)

EMI will conduct site visits and perform follow up analysis and data collection as necessary to assess the condition of the existing major outfall sewers that would logically receive wastewater flow from the future planning areas including but not limited to the following items. Systems will be modeled using Sewer-CAD Software by Bentley.

- o Existing and future flows
- o Components, valves, piping, and connections
- o Site conditions

F. Draft Report (Hourly not to exceed \$13,000)

1. Letter Report and Final Recommendations

EMI will provide a draft report stating the background, findings, and results of calculations and provide final recommendations with adequate descriptions and rationale. The report will include commentary and assessment of the future build-out flows of the future land use study areas and the major outfalls to meet the needs of the future, projected sewer demands. The report will also discuss the findings of the existing and proposed sewer facilities.

2. Exhibits

EMI will provide exhibits to illustrate and demonstrate the findings and recommendations including charts, map exhibits, cost estimates, drawings, and detailed calculations in appendices.

EMI will provide the final report and exhibits in electronic and bound form (8 copies each) to the Barrow County Public Works Department. We would expect to start our services promptly after receipt of your acceptance of this proposal and to submit the report within 10 months after proposal acceptance. **The total of the hourly not to exceed without prior approval fees presented above is \$135,000.**

EMI agrees to perform all of our services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

EMI will perform its services with due and reasonable diligence, consistent with our current Professional Services Agreement with Barrow County.

Mr. Chris Yancey, Public Works Director
January 17, 2025
Page 4 of 4

EMI appreciates the opportunity to provide our services to the County on this important project. If this proposal is acceptable to the County, please sign in the space provided below.

As always, please contact us at any time if you have any questions.

Sincerely,

ENGINEERING MANAGEMENT, INC.

A handwritten signature in black ink that reads "Chip M. McGaughey". The signature is stylized with a large "C" and "M", and a cursive "H" and "y".

Chip McGaughey, P.E.
Vice President

ACCEPTED BY: BARROW COUNTY, GEORGIA

Name

Title

Date

BARROW COUNTY, GEORGIA
PURCHASING AND PROCUREMENT POLICY

(effective April 25, 2023)

SECTION 1-1. PURPOSE OF POLICY.

The purposes of this Policy are to:

- (1) Seek lower cost, better quality purchase terms and improved methods for the acquisitions of goods and services for the county by:
 - a) Seeking standardization of purchasing procedures and processes;
 - b) Encouraging the reduction to the greatest extent reasonably possible of small orders and emergency purchases;
 - c) Encouraging advanced planning;
 - d) Reducing paperwork through combined purchases;
 - e) Encouraging competitive purchasing;
 - f) Encouraging cooperative intergovernmental purchasing by departments; and
 - g) Improving systems and techniques involved in the procurement process.
- (2) Provide budget controls that ensure the financial stability of the county.
- (3) Ensure that the greatest value is received for each tax dollar expended.

SECTION 1-2. DEFINITIONS.

The following words, terms and phrases, when used in this Policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved vendor means a person or entity that is deemed capable of providing products or services to the county, that has completed the necessary paperwork (e.g., EEV, Vendor Application, W-9, and met the necessary Insurance Requirements) and has been approved by both the Purchasing Office and the Chief Financial Officer. This Vendor is deemed as being a legitimate and financially viable supplier, that has been assigned an official vendor number and has been entered into the Barrow County accounts payable system.

Blanket order means a purchase order(s) issued to an approved vendor which may be left open for a complete fiscal year. The goods or services specified might be ordered/released throughout the fiscal year as needed.

Capital Asset means any tangible asset (vehicles, equipment, furnishings, etc.) with a unit value of \$5,000.00 or more which has a life cycle of a minimum of one year or more.

Competitive sealed bid means the procurement method where a formal bid for materials, supplies or contractual services is submitted by a vendor in a sealed envelope that is to be opened publicly at a designated place, time, and date.

Competitive sealed proposal means an alternate procurement method to the competitive sealed bid process that is used when clear specifications are not available or when a unique service is required (architectural, engineering, etc.). A formal proposal is submitted by a vendor in a sealed envelope that is to be opened publicly at a designated place, time and date.

Emergency purchase means a purchase made necessary by a situation which could not have been anticipated by the department or elected official, usually involving life threatening circumstances or risks of injury, or resulting in work stoppages or undue delay, or occurring during non business hours when the ordinary purchase procedures cannot be followed.

Equipment means automotive equipment, machinery, or other items of a permanent or semi permanent nature.

Local vendor means a business entity maintaining, for a period of at least one (1) year prior to submitting a bid or proposal, a continuous physical presence within Barrow County, Georgia, including, but not limited to: 1) maintaining at least one (1) office within the County; 2) with at least two (2) full-time employees based at such office; 3) with such office having a U.S. Post Office street delivery address with the local U.S. Post office; and 4) holding a current occupation tax certificate issued by the County or a municipal corporation located within the County, regarding such office, and in good standing with the Barrow County Tax Commissioner with regards to property tax.

Materials, supplies or contractual services means all tangible equipment, commodities, repairs or nonprofessional services as are normally used or consumed during the current year, and for which a general appropriation has been made.

Professional services means such services including but not limited to medical, surveying, engineering, consulting, architectural, legal and audit services or other services performed by individuals whose profession may or may not be licensed by the state or federal government. These services are normally used during the current year and are covered by appropriations.

Purchasing office means the office designated and maintained by the board of commissioners that is assigned the general duties and responsibilities of supervising and administering the provisions of this Policy. The Purchasing Office is a division of the Barrow County Finance Department.

Sole source purchase means a purchase of a product or service that has a distinctive/unique feature or characteristic that is not shared or provided by competing companies or where a particular brand name or product is required.

Standardization means an item or service that Barrow County chooses to make standard (e.g., purchase from a single vendor or a single brand) in order to bring uniformity and efficiency to certain items or services as it determines necessary.

SECTION 1-3. PURCHASES TO BE MADE THROUGH PURCHASING OFFICE; EXCEPTIONS.

No officer, elected official or employee of the county shall purchase for or on behalf of the county any materials or supplies, goods, wares or merchandise of any kind or character or make any contract for materials or supplies or equipment or for services except through the purchasing office. *Purchases contrary to this method shall be deemed unauthorized purchases. The county will not be responsible for the payment of any bills submitted for unauthorized purchases.* It shall be considered a breach of duty on the part of any officer or employee of the county to make any purchase, or aid and abet the making of any purchase, in any other manner than through the purchasing office; provided, however, that this section shall not apply towards travel, entertainment, dues, training, other similar non material purchases, and to the provision of medical services for prisoners under the care of the sheriff's department or emergency purchases as provided in section 1-5.

SECTION 1-4. PURCHASE ORDERS/CONTRACTS/LEASES.

No officer, elected official or employee of the county shall request any merchant, dealer or other vendor to deliver goods or provide services of any kind to the county except on a written contract or a purchase order generated from the purchasing office, except in the case of provision of medical services for prisoners under the care of the sheriff's department or emergency purchases as provided in section 1-5. All changes to existing contracts or purchase orders will be executed only through the purchasing office.

SECTION 1-5. EMERGENCY PURCHASE

If an emergency requiring a purchase occurs during business hours, the department head or elected official shall contact the purchasing office and obtain an emergency purchase order number. The item sought may then be acquired using that number. The number will be given to the vendor as evidence that the purchase has been approved, and the number shall be noted on any vendor invoice for the item receiving emergency approval. If the emergency occurs during non business hours, the department head or elected official may make the purchase and, immediately upon the resolution of the emergency, prepare a purchase requisition stating the nature of the emergency. The purchase requisition shall be forwarded to the purchasing office as early as possible on the next business day. The purchase requisition shall be accompanied by the purchase receipt and a memorandum from the department head or elected official setting forth the details of the emergency. Negligence on the part of the department head or elected official to plan properly is not justification of any emergency purchase. **In the case of an emergency need, the County Manager has unlimited spending authority to manage said emergency.**

SECTION 1-6. DETERMINATION OF AVAILABILITY OF FUNDS.

Except in cases of emergency, no contract shall be executed and no order shall be issued for delivery against a contract or open market purchase until it has been determined that there exists a sufficient unencumbered appropriation balance for the budget line item to be charged.

SECTION 1-7. BIDDING REQUIREMENTS AND PROCEDURES.

Where practicable, all county purchases and contract work shall be subject to fair and open bidding subject to state law, county ordinances, and the following:

1) Purchases at state contract prices.

- a. The Department of Administrative Services for the State of Georgia competitively bids certain commodities, supplies, and services on an annual basis. Copies of these contracts and revisions are maintained on-line at www.doas.state.ga.us. These contracts are available to Barrow County for use but are not mandatory. Except as otherwise provided below, competitive bidding will not be required if these contracts are utilized. When State contracts are used for source justification, there will be no requirement for Board of Commissioner approval, unless the dollar amount is over \$25,000.00.
- b. If the purchasing office confirms that there is only one local vendor offering to sell equipment, goods and/or services matching the specific equipment, goods and/or services available through an active and open state contract at equal or less cost and under the same terms and conditions as such state contract, then, and in that event, the acquisition of such equipment, goods and/or services may be negotiated directly with such local vendor without advertising the opportunity and conducting a competitive solicitation.
- c. This provision in subsection b. above shall not apply to any public road contract, any public works construction contract or any other contract which must be competitively procured in accordance with state law or when there is more than one local vendor of the equipment, goods and/or services involved.

2) Material, supply, or contractual services under \$3,000.00. Small purchases with a value of less than \$3,000.00 may be made from approved vendors in the ordinary course of business and will be obtained through a telephone quotation or informal written solicitation. When several small purchases can be reasonably combined for non monthly recurring purchases, then consideration shall be given to a pooled or bulk purchase subject to the bidding process.

3) Material, supply, or contractual services between \$3,000.00 and \$24,999.99. For purchases and contracts with a value of at least \$3,000.00, but under \$25,000.00, written quotations from at least two approved vendors must be submitted except as follows:

- a) Items covered by other provisions of this Policy or other law.
 - b) Sole source purchase (If purchased as a sole source item, this information is to be indicated on the purchase requisition).
- 4) *Material, supply, or contractual services of \$25,000.00 or more.* Unless otherwise provided in this Policy, all purchases and contracts with a value of \$25,000.00 or more shall be subject to competitive sealed bid or competitive sealed proposal, and approved by the Board of Commissioners, and signed by their designee; projects shall not be subdivided in an effort to evade this requirement. The purchasing office will advertise bid opportunities twice in the county's legal organ, the first being fifteen days prior to the scheduled public opening of the bids. A copy of such notice shall be posted in the purchasing office. Any other methods of advertisement, that are likely to result in optional competition, may be used in addition to required advertisement at the discretion of the purchasing office. Both vendor names and bid amounts will be read aloud at the opening of competitive sealed bids. Vendor names only will be read aloud at the opening of competitive sealed proposals.
- 5) *Public Works Construction and Public Roads Contracts.* All Public Works Construction and Public Roads contracts shall be procured in accordance with, respectively, Title 36, Chapter 91 and Title 32, Chapter 4, Article 3, Part 2 of the Official Code of Georgia.
- 6) *Used equipment.* Subject to budget appropriations and Board approval if over \$25,000.00, used equipment and personal property may be purchased without advertisement, provided that the department head and purchasing office have made a diligent search of the marketplace and provide documentation of such search. Documentation shall include information as to the cost of such equipment if purchased new, availability, warranty, life expectancy, proposed use, etc.
- 7) *Bulk purchases.* When items to be purchased are also used by other county departments and can be reasonably purchased in bulk with other county departments, then such departments shall coordinate such purchases with each other and with the purchasing office to promote the most economical purchase price and to minimize the number of transactions involved.
- 8) *Blanket orders.* Blanket orders may be used when the same or similar goods and services are ordered regularly throughout a fiscal year from a single approved vendor. The order is a means of setting aside a sum of money to cover recurring requirements for low dollar needs and may not be line item specific. A purchase requisition must be submitted by the department head for each blanket order including the description of goods or services that will be ordered and the estimated annual value of the order. This estimated value will be the dollar amount that will be encumbered against the specific department and budget line item. Unless goods and services fall under the sole source category, the bidding requirements for blanket orders will be as stated in this section, Items 1, 2, 3, 4, and 5 above.

- 9) *Inventory of capital assets.* All purchases of capital assets shall be added to the capital asset inventory as they are acquired. The purchasing office will inform the appropriate department head that a purchase is classified as a capital asset and that, upon receipt, specific information must be provided to the Chief Financial Officer. The department head is responsible to provide necessary information to the Chief Financial Officer to update records. Control of capital assets shall be in compliance with the Finance Department established capital asset procedure.
- 10) *Modification of bids and proposals.* Once a bid or proposal has been opened and accepted by the county, the county reserves the right to further negotiate with the lowest responsive and responsible bidder in an effort to ensure that the bid or proposal meets the approved budget and specifications. Further, once the county awards a contract, the county reserves the right to amend the contract without the necessity of rebidding such contract; any such amendment or change order not materially altering the terms of an agreement and not increasing the total amount to be paid under an agreement in excess of \$25,000 may be approved by the County Manager, and all other such amendments or change orders shall be approved by the Board of Commissioners, and signed by their designee.
- 11) *Georgia products preference.* The County shall comply with the Georgia Purchasing Preference provisions of O.C.G.A. § 36-84-1.
- 12) *Professional Services.* It is the policy of the County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on the best interest of the County and receipt of maximum value. Procurement of professional services is exempted by state law from bidding requirements and from this Policy, unless otherwise directed by the Board of Commissioners. (O.C.G.A. § 36-91-2(12)). Professional services procurements in excess of \$25,000 shall be approved by the Board of Commissioners.
- 13) *Standardization.* Except to the extent prohibited by Title 36, Chapter 91 and Title 32, Chapter 4, Article 3, Part 2 of the Official Code of Georgia regarding public works construction projects and road construction projects, respectively, Barrow County reserves the right where appropriate to standardize on vehicles, hardware, software and any other items or services it chooses. Such items or services will only be competitively bid among vendors providing the specific item or service at issue; by way of example, the County may choose to procure vehicles from a single manufacturer in order to standardize use of parts and service and repair procedures. The County Manager will make the final determination as to what will be standardized. Purchases in excess of \$25,000 shall be approved by the Board of Commissioners.

SECTION 1-8. REQUEST FOR PURCHASE; AUTHORIZATION OF PURCHASE; APPROVAL OF CONTRACTS.

All purchasing and contracting shall be in accordance with this Policy, state law, and the following:

- 1) A purchase requisition, in accordance with the approved budget, shall be submitted to the purchasing office by the department head, or the department head's authorized designee, *at least one week prior to the proposed purchase.*
- 2) The request for purchase shall contain all pertinent information about the proposed purchase or contract including the manufacturer, part number, description, specification, purpose of the item, cost if available, and the funding line item source.
- 3) Depending on the value and nature of the purchase, and other applicable ordinances and policies, the County Manager, or the County Manager's designee(s), will authorize all purchases provided sufficient unencumbered funds are available as shown in Section 1-6. The County Manager will establish such approval levels which shall be in writing and be maintained on file for audit purposes. Only purchases that exceed the approved operating and capital budgets will be submitted to the Board of Commissioners for approval. The purchasing office is authorized to sign all purchase orders resulting from the processing of approved requisitions.
- 4) All county contracts under \$25,000.00 must be approved and signed by the County Manager. Contracts of \$25,000.00 or more must be approved by the Board of Commissioners, and signed by their designee. Prior to submittal for final approval, all county contracts must be reviewed and approved for content by the purchasing office. The county attorney will review contracts as necessary. The County Clerk will retain all original copies of executed county contracts.

SECTION 1-9. SCHEDULING OF PURCHASES.

Where reasonably practical, equipment and capital purchases shall be made on a periodic scheduled basis rather than at one time. To avoid excessive demand on county revenue, equipment and capital purchases shall be broken down and purchased as funding is determined as available. The Board of Commissioners may specify a time for the purchase of any budgeted item.

SECTION 1-10. QUALIFIED AND APPROVED VENDORS.

- 1) The purchasing office shall maintain a file of all qualified vendors who desire to do business with the county, which file shall be maintained according to the nature of goods and materials offered and shall contain a description of the vendors' goods and services.
- 2) Purchases on behalf of the county shall be made only from a list of approved vendors.

SECTION 1-11. SOLE SOURCE PURCHASES.

The purchasing office shall be authorized to designate any item as a sole source item as defined under Section 1-2. Any such purchase shall be documented as to the reasons for this designation and shall be maintained on file in the purchasing office.

SECTION 1-12. USE OF MINORITY BUSINESS ENTERPRISES.

- 1) The objectives of the policy set out in this section are to provide economic opportunity, particularly for those persons who may have been historically excluded from full participation in the past, to take steps to ensure nondiscriminatory results and practices, and to involve minority business enterprises fully in contracts and programs funded by the county.
- 2) The county shall provide equal opportunity for all and shall not discriminate against anyone, regardless of race, color, national origin, religion, age, sex or handicap.
- 3) This policy shall be used, together with the general principles of sound procurement, to achieve the maximum practical use of minority business enterprises within the county.
- 4) The provisions contained in this section shall be managed by the purchasing office.

SECTION 1-13. CONSIDERATION OF QUALITY IN PRODUCTS SELECTION.

The purchasing office shall exercise discretion in making purchases where quality, price, and service are factors for consideration. In circumstances in which brand name items are requisitioned by any department or official, the purchasing office has the authority to determine whether similar products of equal quality are available to the county at a lower price. If so, such products shall be ordered in lieu of the name brand items.

SECTION 1-14. DELEGATION OF AUTHORITY TO USER DEPARTMENTS.

The purchasing office may delegate to a department head or the department head's designee the authority to purchase or release delivery against an existing order or contract those certain items, commodities or services if such delegation is advantageous to the county or necessary for the effective procurement of those items. The purchasing office shall establish parameters, criteria, and procedures for the management of this delegation of purchasing authority.

SECTION 1-15. RECORDS MAINTENANCE.

All requisitions, competitive bids, quotations, purchase orders, contracts, and other pertinent documentation of purchasing shall be maintained by the purchasing office in accordance with regulations and procedures prescribed in the purchasing manual and Retention Schedules For Local Government Records as published by the Georgia Secretary of State, Department of Archives and History.

SECTION 1-16. COMPLIANCE WITH PURCHASING POLICY AND PROCEDURES.

The County Manager at his discretion has the option to authorize his designee to perform compliance reviews of the purchasing function within county government. Such reviews shall examine the function handled by both the purchasing division and the user departments.

SECTION 1-17. ELECTRONIC PROCUREMENT PROCESSES.

The purchasing office is charged with the responsibility to improve techniques and systems utilizing electronic means for conducting county purchasing activities. Such techniques and systems must be compatible with the county's overall business system and must include assurance for an appropriate level of security.

SECTION 1-18. COUNTY CREDIT CARD PURCHASES.

Purchases made using a County-issued credit card should be infrequent and used primarily for travel related expenses such as reserving hotel rooms, renting vehicles, fuel purchases when traveling, and for certain internet purchases. Normal purchasing procedures shall apply when using the County's credit card. The credit card is simply a payment method. Under no circumstances shall the County's credit card be used for personal purchases, even to be reimbursed later by the employee.

SECTION 1-19. SPECIAL ISSUES REGARDING THE BID/PROPOSAL PROCESS.

- 1) Once a bid or proposal process has been initiated, no further contact or correspondence regarding the proposed purchase is allowed between the County user department, any County employee, or any County elected official and the potential vendor until the bid or proposal is awarded to ensure that all bidding or proposal information is consistent.
- 2) In no instance will quotations received from one vendor during bidding or other negotiations be divulged to other vendors prior to bid or proposal award/opening. Production of bid documents shall be governed by the Georgia Open Records Act.
- 3) In the event a vendor is awarded a bid or proposal by the Board of County Commissioners and the selected vendor fails to fulfill the conditions of the award, the Board of Commissioners at their discretion may award the bid or proposal to the second most responsive and responsible vendor without rebidding. If the second vendor cannot fulfill the conditions of the award, the Board of Commissioners at their discretion may award the bid or proposal to the third most responsive and responsible vendor without rebidding. If the third vendor cannot fulfill the conditions of the award, the Purchasing Agent will rebid the item or service.
- 4) If a vendor has a grievance regarding this Policy or their bid or proposal, the vendor must first file a written grievance with the County CFO or his/her designee within 10 days of the bid or proposal award, and the County CFO or his/her designee shall issue a final written decision within 20 days of receipt of such written grievance. If the County CFO or his/her designee cannot resolve the grievance in a satisfactory manner to the vendor, the vendor may appeal in writing to the Board of the County Commissioners within 10 days of the date of the final written decision of the County CFO or his/her designee.

SECTION 1-20. LOCAL PREFERENCE.

- 1) Because bids awarded to Local Vendors contribute to the County's tax base and promote the local economy, the County has determined that, under certain circumstances described in this Section, Local Vendors shall be provided an additional privilege, whenever not otherwise prohibited by State law (including, but not limited to, public works and road construction projects as contemplated by Section 1-7(6) above), when bidding against non-Local Vendors.
- 2) For bids in the amount of \$25,000.00 or more, if a Local Vendor's bid shall meet all specifications and does not exceed four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding Local Vendor shall be offered three (3) business days from the opening of such bids in which to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor. If such Local Vendor shall not agree to match the low bid, then the next lowest Local Vendor, if any, shall be offered within three (3) business days thereafter to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor, and so on until all applicable Local Vendors are offered the opportunity to match the low bid.

SECTION 1-21. TRANSPORTATION AGREEMENT REQUIREMENTS.

- 1) Title VI. The County shall comply with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, all other provisions of Federal law, and with its Nondiscrimination Agreement with the Georgia Department of Transportation.
- 2) Brooks Act and 23 CFR § 172. The County shall comply with the procedures set forth in Appendix A, attached to and incorporated by reference as part of this Policy. Said procedures shall be administered by a committee appointed by the County Manager and comprised of not less than three (3) County staff members.

SECTION 1-22. GEORGIA PROCUREMENT REGISTRY.

- 1) If a bid or proposal opportunity is extended by the County for goods, services, or both, valued at \$100,000.00 or more, such bid or proposal opportunity shall be advertised by the County in the Georgia Procurement Registry, as established in O.C.G.A. § 50-5-69(b), at no cost to the County. Such bid or proposal opportunity shall be advertised on such registry for the same period of time, as set by ordinance or policy, if any, as the County advertises bid or proposal opportunities in the official legal organ of the County. Each advertisement shall include such details and specifications as will enable the public to know the extent and character of the bid or proposal opportunity. HB 489 (2018); O.C.G.A. § 36-80-27; HB 322 (2019).
- 2) Prior to entering into a public works construction contract other than those exempted by O.C.G.A. § 36-91-22, the County shall publicly advertise the contract opportunity. Such

notice shall be posted conspicuously in the County's Purchasing Department office and shall be advertised on the Georgia Procurement Registry as provided for in O.C.G.A. § 50-5-69 at no cost to the County. Such advertisement on such registry shall be for the same period of time specified under O.C.G.A. § 36-91-20(b)(3). Such notice may be advertised in the legal organ of the County or by electronic means on the County's website or any other appropriate websites identified by the County. HB 489 (2018); O.C.G.A. § 36-91-20(b); HB 322 (2019).

APPENDIX A

(1) Except as provided in (2), Small Purchases, and (3), Noncompetitive, below, the County shall use the competitive negotiation method for the procurement of engineering and design related services when Federal Aid Highway Program (FAHP) funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

(I.) Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(II.) Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

- (A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- (B) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
- (C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;

(D) Specify the contract type and method(s) of payment to be utilized in accordance with § 172.9;

(E) Identify any special provisions or contract requirements associated with the solicited services;

(F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and

(G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

(III.) Evaluation Factors.

(A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

(B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

(C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been

established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the County's Federal Highway Administration (FHWA)-approved DBE program.

(IV.) Evaluation, Ranking, and Selection.

(A) Consultant proposals shall be evaluated by the County based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, the County shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in County written policies and procedures (as specified in § 172.5(c)). Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, the County shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) The County shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(V.) Negotiation.

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the County shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with § 172.11.

(C) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).

(D) The County shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

(2) Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. The County may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:

(I.) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.

(II.) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.

(III.) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

(IV.) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

(3) Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

(I.) The County may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

(II.) The County shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.

(III.) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:

(A) The service is available only from a single source;

(B) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(C) After solicitation of a number of sources, competition is determined to be inadequate.

(IV.) Contract costs may be negotiated in accordance with the County noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

Additional Procurement Requirements.

(1) Common Grant Rule.

(I.) The County must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

(II.) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the County must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

(2) Disadvantaged Business Enterprise (DBE) program.

(I.) The County shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the County's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(3) Suspension and Debarment.

The County must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Abril Olivas, County Clerk

ITEM TYPE: Board Action

AGENDA SECTION: **New Business**

SUBJECT: Consideration to adopt the 2025 Board of Education's millage rates and authorize the Chairman to execute any additional documents.

Work Session:
Voting Session

Options:

- Approval of the certification
- Denial of certification

Finance Officer Comments (if applicable):

Attached is the PT-32 form for the Board of Education and the PT-35 form that includes the millage rates for the Board of Commissioners and the Board of Education.

ATTACHMENTS:

[PT 35.pdf](#)

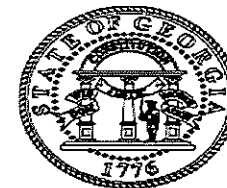
[2025 Millage Rate Board of Education.pdf](#)

[2025 Millage Rate Certification.pdf](#)

COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2025

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>



COUNTY: BARROW

Submit original signed copy with digest submission

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10
District Number Must be Shown	District Name (Inc, Uninc, School, Special Districts, Etc.)	Mark X if District Falls In Unincorporated Area	Mark X if District Falls In Incorporated Area	Enter Gross Millage Rate Before	Sales Tax Rollback O.C.G.A § 48-8-91	Insurance Premium Rollback O.C.G.A § 33-8-8.3		Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	Enter Bond Millage Rate	Total Millage Rate Column 8 plus Column 9
	Incorporated		X	8.762	2.950			5.812	0.000	5.812
	Unincorporated	X		8.762	2.950	1.580		4.232	0.000	4.232
	School	X	X	15.193				15.193	0.000	15.193
	List Special Service Districts:									
2,3,4,5,6,7	FIRE TAX	X	X	2.940				2.940	0.000	2.940
1,2,3,4,5,6,7	GO BOND	X	X	1.077				1.077	0.000	1.077
1,2,3,4,5,6,7	ECONOMIC DEVELOPMENT	X	X	0.259				0.259	0.000	0.259
								0.000	0.000	0.000
								0.000	0.000	0.000
								0.000	0.000	0.000
								0.000	0.000	0.000
								0.000	0.000	0.000
								0.000	0.000	0.000
	CID/BID: Braselton CID		X	4.000						4.000
								0.000		0.000
								0.000		0.000
								0.000		0.000
								0.000		0.000

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2025

Date

Chairman, Board of County Commissioners

July 24, 2025

Pat Graham, Barrow County Commission Chairperson
Barrow County Board of Commissioners
30 N Broad Street
Winder, GA 30680

Mrs. Graham:

In a school board meeting on July 24, 2025, the Barrow County Board of Education set the final 2025 property tax millage rate as follows:

Maintenance & Operations

15.193 Mills

Debt Service

0.00 Mills

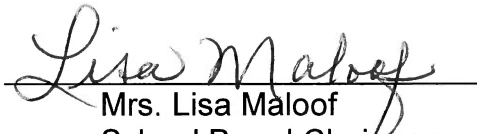
As required, the signed Computation of Millage Rate Rollback is enclosed. Because the millage rate exceeds the rollback rate, three public hearings were held in accordance with State law.

Should you have any questions or need additional information, please let us know.

Sincerely,



Dr. Dallas LeDuff
School District Superintendent



Mrs. Lisa Maloof
School Board Chairman

CC: Jessica Garrett, Barrow County Tax Commissioner
Trey Wood, Barrow County Chief Financial Officer

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2025COUNTY: **BARROW**TAXING JURISDICTION: **BARROW COUNTY SCHOOLS****ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW**

DESCRIPTION	2024 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2025 DIGEST
REAL	4,529,366,988	177,917,599	148,322,626	4,855,607,213
PERSONAL	477,450,983		4,981,656	482,432,639
MOTOR VEHICLES	32,277,120		(63,190)	32,213,930
MOBILE HOMES	8,494,414		(955,287)	7,539,127
TIMBER -100%	11,942		(11,942)	0
HEAVY DUTY EQUIP	365,825		39,288	405,113
GROSS DIGEST	5,047,967,272	177,917,599	152,313,151	5,378,198,022
EXEMPTIONS	593,138,699	87,125,761	119,537,782	799,802,242
NET DIGEST	4,454,828,573	90,791,838	32,775,369	4,578,395,780
	(PYD)	(RVA)	(NAG)	(CYD)
2024 MILLAGE RATE:	15.500		2025 MILLAGE RATE:	15.193

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2024 Net Digest	PYD	4,454,828,573	
Net Value Added-Reassessment of Existing Real Property	RVA	90,791,838	
Other Net Changes to Taxable Digest	NAG	32,775,369	
2025 Net Digest	CYD	4,578,395,780	(PYD+RVA+NAG)
2024 Millage Rate	PYM	15.500	PYM
Millage Equivalent of Reassessed Value Added	ME	0.307	(RVA/CYD) * PYM
Rollback Millage Rate for 2025	RR - ROLLBACK RATE	15.193	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2025 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	15.193
2025 Millage Rate	15.193
Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2025 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2025 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

☐ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

☒ If the final millage rate set by the authority of the taxing jurisdiction for tax year 2025 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Lisa Maloof
Responsible Party

BOE
Board Chair
Title

7/24/2025
Date

BOARD OF COMMISSIONERS
30 NORTH BROAD STREET
WINDER, GA 30680
(770) 307-3000

WWW.BARROWGA.ORG



PAT GRAHAM
CHAIRMAN

JOE GOODMAN
DISTRICT 1

KENNY SHOOK
DISTRICT 2

ROLANDO ALVAREZ
DISTRICT 3

ALEX WARD
DISTRICT 4

TIM WALKER
DISTRICT 5

DEBORAH LYNN
DISTRICT 6

SRIKANTH YAMALA
COUNTY MANAGER

August 12, 2025

The Barrow County Board of Commissioners met Tuesday, June 24, 2025, to approve the 2025 millage rate as follows.

Barrow County M&O Incorporated Districts **Barrow County M&O Unincorporated Districts**

Gross Millage	8.762	Gross Millage	8.762
Sales Tax Rollback	2.950	Sales Tax Rollback	2.950
Net Millage Rate	5.812	Insurance Premium Rollback	1.580
		Net Millage Rate	4.232

Barrow County Fire District

Fire District	2.940
---------------	-------

GO Bond

GO Bond Millage	1.077
-----------------	-------

Economic Development

Economic Development Millage	0.259
------------------------------	-------

Chairman Graham made the motion to approve the 2025 tax millage rates; Commissioner Goodman seconded. The motion passed with a 7-0 vote.

The Barrow County Board of Commissioners will meet on Tuesday, August 12, 2025, to adopt the Barrow County Board of Education's 2025 millage rate as follows.

Barrow County Board of Education

Gross Millage	15.193
Bond Millage	0.000

_____ made the motion to approve the 2025 tax millage rates; _____ seconded. The motion passed with a ____ vote.

STATE OF GEORGIA
BARROW COUNTY

I, Abril Olivas, Clerk of the Barrow County Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of the excerpt of the minutes of the Board of Commissioners Meeting held Tuesday, June 24, 2025, and August 12, 2025.

Abril Olivas, County Clerk

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Elizabeth Bailey, Human Resources

ITEM TYPE: Board Action

AGENDA SECTION: **New Business**

SUBJECT: Consideration to approve a resolution delegating authority to amend the ACCG 401 (a) Defined Contribution Plan for Senior Management Employees of Barrow County.

Purpose:

Consideration to approve a resolution delegating authority to amend the ACCG 401 (a) Defined Contribution Plan for Senior Management Employees of Barrow County.

Background/Summary:

This resolution resolves that the Barrow County Board of Commissioners hereby delegates to the County Manager the authority to amend the Plan to allow the addition and removal of eligible employees from the Plan.

Options:

- Approval of the Resolution
- Denial of the Resolution

ATTACHMENTS:

[Barrow Sr Mgt-R-delegating amendment authority to CM.pdf](#)

**RESOLUTION DELEGATING AUTHORITY TO AMEND THE
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN
FOR SENIOR MANAGEMENT EMPLOYEES OF BARROW COUNTY**

WHEREAS, Barrow County, Georgia (the "Employer") established the ACCG 401(a) Defined Contribution Plan for Senior Management Employees of Barrow County (the "Plan") through an Adoption Agreement that was first effective as of January 1, 2013, and was most recently amended and restated effective as of January 1, 2021.

WHEREAS, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement;

WHEREAS, the Employer periodically amends the Adoption Agreement's definition of Eligible Employee; and

WHEREAS, the Employer wishes to delegate its authority to amend the Plan's definition of Eligible Employee to the County Manager.

NOW THEREFORE, at a meeting held on the ____ day of _____, 2025, the Barrow County Board of Commissioners hereby resolves as follows:

RESOLVED, that the Barrow County Board of Commissioners hereby delegates to the County Manager the authority to amend the Plan to prospectively include or prospectively exclude additional Employees, and to allocate to such additional Employees an annual Employer Basic Contribution that does not exceed the rate specified in the Plan as of the date of this Resolution, i.e., 11.2 percent of the Employee's Compensation.

FURTHER RESOLVED that the County Manager, in the execution of his authority under this resolution, is authorized and directed to advise the Association County Commissioners of Georgia ("ACCG") to prepare the necessary Plan amendments, which may be prospective only, and the County Manager is hereby authorized, empowered, and directed to execute all documents necessary to implement such directions.

FURTHER RESOLVED that the Chair of the Board of Commissioners is hereby directed to promptly advise ACCG, in writing, if this delegation is rescinded or modified.

FURTHER RESOLVED that this delegation shall apply to both the current and any future County Manager unless it is rescinded by a further action of the Board of Commissioners.

FURTHER RESOLVED that the Board of Commissioners may not retroactively rescind or modify this delegation.

FURTHER RESOLVED that the Board of Commissioners acknowledges that ACCG has not advised the Board of Commissioners as to whether this delegation of authority complies with local or State law.

FURTHER RESOLVED that the Board of Commissioners will not hold ACCG or any

employee or representative of ACCG responsible for any action ACCG takes at the direction of the County Manager that is made pursuant to and within the scope of this Resolution.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

This _____ day of _____, 2025.

BARROW COUNTY BOARD OF COMMISSIONERS

By: _____
Chair, Barrow County Board of Commissioners

Date: _____

Attest:

By: _____
County Clerk

Date: _____

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Jennifer Lopez, Planning & Community Development

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Consideration of a Memorandum of Understanding and Agreement between Barrow County and the Town of Braselton for the Provision of Regulatory Activities on Tax Parcel BR023-029, formally known as Tax Parcel XX023 014, and to authorize the Chairman to execute the agreement.

Background/Summary:

Tax Parcel BR023-029, formally known as Tax Parcel XX023 014 has been under land disturbance permit review for a car wash development. The subject property was recently annexed into the Town of Braselton thru legislation and at which time the project is ready for a LDP issuance. As the Town of Braselton ordinance does not allow a car wash in this area/zoning they have agreed to honor the LDP issuance thru Barrow County. This MOU agreement allows the LDP to be issued for site work under Barrow County and allows Barrow County development inspections to be conducted on site. Town of Braselton will consult with Barrow County to ensure all site activities under the LDP are adhered too. Town of Braselton will issue building permits and inspections for all structures on site.

Options:

- Approval of the Memorandum of Understanding and Agreement between Barrow County and the Town of Braselton for the Provision of Regulatory Activities on Barrow County Tax Parcel XX023 014
- Denial of the Memorandum of Understanding and Agreement between Barrow County and the Town of Braselton for the Provision of Regulatory Activities on Barrow County Tax Parcel XX023 014

ATTACHMENTS:

[MOU Town of Braselton Annexed Property Tax Parcel XX023 014](#)

**Memorandum of Understanding and Agreement for the Provision of
Regulatory Activities on Barrow County Tax Parcel XX023 014**

This memorandum shall serve as a mutual agreement between the Town of Braselton, a Georgia Municipal Corporation, and Barrow County, Georgia, a political subdivision of the State of Georgia.

Whereas, Barrow County, GA ("County") and the Town of Braselton, GA ("Town") are two separate governing bodies each with their own exclusive authority to regulate the usage of land within their respective jurisdictional boundaries, that require the issuance of permits for the disturbance of land and installation of improvements within their respective jurisdictional boundaries, that conduct inspections on land disturbing activities and the construction of improvements on lands within their respective jurisdictional boundaries, and issue Certificates of Occupancy and other forms of final authorization to approve the use of the land upon completion of development and construction activities.

Whereas a site development project ("Project") has been submitted to the County for permitting and is presently under review by the applicable County departments for uses and site improvements on County Tax Parcel XX023 014 ("Parcel").

Whereas after submittal of the aforementioned site development project to the County for permitting the Parcel was annexed into the Town of Braselton by an Act of the Georgia General Assembly.

Whereas the County and Town have reached an agreement on the delegation and exercise of each government's regulatory role as it relates to the Project.

Whereas the Town of Braselton agrees to relinquish certain authority to the County, and the County agrees, to conduct site development plan review, site development permitting, and site development inspections for the submitted Project on Parcel XX023 014.

Whereas the Town of Braselton agrees to relinquish its authority to impose use restrictions and site development regulations for the Project on the Parcel as set forth in the Town of Braselton Development Code.

NOW THEREFORE, the parties agree and consent that the following terms and conditions shall govern the aforementioned regulatory activities for the Project on the Parcel:

1. As long as the site development permit is issued by the County within six (6) months of the date of this Agreement and there is no transfer of ownership of the Parcel prior to site development permit issuance, the site development plan review, site development permitting, and site development inspections will continue to be conducted by Barrow County under the County's zoning and development regulations. Notwithstanding the foregoing, water and sanitary sewage use and improvements will be under the jurisdiction and authority of the Town of Braselton.

2. Furthermore, no change of uses that are depicted on the current Project site development plans shall be allowed unless the proposed new use is classified as permitted by right in the Town of Braselton General Commercial Zoning District and S.R. 211 Zoning Overlay District. If any new proposed use is not permitted by right under the Town's zoning districts identified above or if the stipulations identified in Paragraph 1 of this Agreement are not met, then full site permitting authority and imposition of zoning and development regulations shall revert to the Town of Braselton.
3. The Town of Braselton shall retain jurisdiction over building plan review, building permitting, and building Certificate of Occupancies. The building design shall be subject to applicable Town regulations. No Certificate of Occupancy shall be issued by the Town of Braselton until it receives confirmation from the applicable County staff that all County site development requirements have been completed and accepted.
4. The Town of Braselton shall retain jurisdiction over signage review and permitting. All signage shall be subject to Braselton signage regulations.

Agreed and consented to, this ___ day of _____, 2025.

Town of Braselton, a Georgia Municipal Corporation

 Jennifer Scott
 Town Manager

 Date

8/5/2025

Barrow County, a political subdivision of the State of Georgia

 Pat Graham
 Chairman

 Date

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Cissy Greeson, Public Works Department

ITEM TYPE: Board Action

AGENDA SECTION: **New Business**

SUBJECT: Consideration to approve the declaration of one (1) 2018 John Deere 323E Skid Steer as a trade-in for the purchase of one (1) new 2025 John Deere 333 P-Tier Compact Track Loader for the Roads & Bridges Division from Dobbs Equipment of Braselton, GA, in the net amount of \$77,500.00.

Work Session:
Voting Session

Purpose:
Consideration to approve the declaration of one (1) 2018 John Deere 323E Skid Steer as a trade-in for the purchase of one (1) new 2025 John Deere 333 P-Tier Compact Track Loader for the Roads & Bridges Division from Dobbs Equipment of Braselton, GA, in the net amount of \$77,500.00.

Background/Summary:
The Roads and Bridges Division is requesting the purchase of a new 2025 333 P-Tier Compact Track Loader from Dobbs Equipment in Braselton, GA. The purchase price is \$96,500.00. A trade-in value of \$19,000.00 will be applied for the existing asset 8478 a 2018 John Deere 323E Skid Steer (2,000 hours), resulting in the final purchase price of \$77,500.00. The Funding Source is SPLOST 2022.

Options:

- Approval of the purchase of a new 2025 John Deere 333 P-Tier Compact Track Loader
- Denial of the purchase of a new 2025 John Deere 333 P-Tier Compact Track Loader

Finance Officer Comments (if applicable):
There is no need to bid the John Deere Track Loader because it meets the "standardization" clause

referenced in the Barrow County purchasing policy, page 6, item 13 (attached). This allows Barrow County to expand the services provided by a vendor for uniformity and efficiency.

If approved, the funding for the 2025 333 P-Tier Compact Track Loader in the amount of \$77,500.00 was approved in the FY 2026 Budget from SPLOST 2022.

Funding Source	Account Code	FY 2026 Budget	Year-To-Date Expenditures
SPLOST	33534200-542000-EQ006	\$100,000.00	\$0.00

ATTACHMENTS:

[2025 John Deere 333 P-Tier Compact Track Loader.pdf](#)

[Barrow County Purchasing Policy - Standardization.pdf](#)

Prepared For:

BARROW COUNTY BOARD OF COMM

Prepared By: **CONWAY COLIN**

Dobbs Equipment
5333 Bbs Drive
Braselton, GA 30517

Tel: 770-965-1889

Fax: 770-965-1894

Email: colin.conway@dobbsequipment.com

Quote Summary

Prepared For

BARROW COUNTY BOARD OF COMM
30 N BROAD ST
WINDER, GA 30680
Business: 770-867-7581
Email: PSKINNER@BARROWGA.ORG

Prepared By

CONWAY COLIN
Dobbs Equipment
5333 Bbs Drive
Braselton, GA 30517
Phone: 770-965-1889
colin.conway@dobbsequipment.com

Includes: 5YR/3000HR POWERTRAIN AND HYDRAULIC
EXTENDED WARRANTY FOR 333P
BARROW COUNTY SOURCEWELL #27850

Quote Id: 32851755
Created On: 15 May 2025
Last Modified On: 23 July 2025
Expiration Date: 31 July 2025

Equipment Summary

2025 JOHN DEERE 333 P-Tier
Compact Track Loader -
1T0333PATSFE09800

Selling Price	Qty	Extended
\$ 96,500.00	X 1 =	\$ 96,500.00

John Deere Extended
Warranty-5Y/3000HR PTH
Equipment Total

\$ 0.00	X 1 =	\$ 0.00
		\$ 96,500.00

Trade In Summary

2018 JOHN DEERE 323E - 1T0323EKJHJ323747
PayOff
Total Trade Allowance

Qty	Each	Extended
1	\$ 19,000.00	\$ 19,000.00
		\$ 0.00
		\$ 19,000.00

Trade In Total

\$ 19,000.00

Quote Summary

Equipment Total	\$ 96,500.00
Trade In	\$ (19,000.00)
SubTotal	\$ 77,500.00
Est. Service Agreement Tax	
Total	\$ 77,500.00
Balance Due	\$ 77,500.00

Selling Equipment

Quote Id: 32851755

Customer: BARROW COUNTY BOARD OF COMM

2025 JOHN DEERE 333 P-Tier Compact Track Loader - 1T0333PATSFE09800

Hours: 7
Stock Number: 455296

Code	Description	Qty
00V0T	2025 JOHN DEERE PREM CAB/AC, WIDE ZZ TRKS, HI FLO, 84" SMOOTH 00V0T	1

Standard Options - Per Unit

183N	JDLink™	1
0202	United States	1
0259	English Operator's Manual	1
0351	Translated Text Labels	1
0518	Level 5 Package - Prem Cab A/C, 2Spd, BPP Adj, Hi Flow, SL, RC, Power QT, Vent Seat, Dlx Lts, Rev Fan, Adv Display, Radio W/Mic, Rea	1
0952	Rear View Camera	1
1100	Less Detection System	1
1362	2-Inch Seat Belt with Shoulder Harness	1
1880	Less Receiver	1
1900	Less Display	1
1950	Less Application	1
2000	Less Code	1
2940	Less Grade Control	1
5608	Wide Zig-Zag Bar Track - 17.7 In. (450 mm)	1
8030	Fire Extinguisher Bracket	1
8046	Counterweight, (Single Set)	1
8049	Engine Air Precleaner	1

Dealer Attachments

460737	NEW 2025 JOHN DEERE 84 In. Heavy Duty Construction Bucket (21.0 Cu Ft) w/ Edge	1
--------	--	---

Service Agreements

John Deere Extended Warranty -
5Y/3000HR PTH

Selling Equipment

Quote Id: 32851755

Customer: BARROW COUNTY BOARD OF COMM

- 9) *Inventory of capital assets.* All purchases of capital assets shall be added to the capital asset inventory as they are acquired. The purchasing office will inform the appropriate department head that a purchase is classified as a capital asset and that, upon receipt, specific information must be provided to the Chief Financial Officer. The department head is responsible to provide necessary information to the Chief Financial Officer to update records. Control of capital assets shall be in compliance with the Finance Department established capital asset procedure.
- 10) *Modification of bids and proposals.* Once a bid or proposal has been opened and accepted by the county, the county reserves the right to further negotiate with the lowest responsive and responsible bidder in an effort to ensure that the bid or proposal meets the approved budget and specifications. Further, once the county awards a contract, the county reserves the right to amend the contract without the necessity of rebidding such contract; any such amendment or change order not materially altering the terms of an agreement and not increasing the total amount to be paid under an agreement in excess of \$25,000 may be approved by the County Manager, and all other such amendments or change orders shall be approved by the Board of Commissioners, and signed by their designee.
- 11) *Georgia products preference.* The County shall comply with the Georgia Purchasing Preference provisions of O.C.G.A. § 36-84-1.
- 12) *Professional Services.* It is the policy of the County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on the best interest of the County and receipt of maximum value. Procurement of professional services is exempted by state law from bidding requirements and from this Policy, unless otherwise directed by the Board of Commissioners. (O.C.G.A. § 36-91-2(12)). Professional services procurements in excess of \$25,000 shall be approved by the Board of Commissioners.
- 13) *Standardization.* Except to the extent prohibited by Title 36, Chapter 91 and Title 32, Chapter 4, Article 3, Part 2 of the Official Code of Georgia regarding public works construction projects and road construction projects, respectively, Barrow County reserves the right where appropriate to standardize on vehicles, hardware, software and any other items or services it chooses. Such items or services will only be competitively bid among vendors providing the specific item or service at issue; by way of example, the County may choose to procure vehicles from a single manufacturer in order to standardize use of parts and service and repair procedures. The County Manager will make the final determination as to what will be standardized. Purchases in excess of \$25,000 shall be approved by the Board of Commissioners.

SECTION 1-8. REQUEST FOR PURCHASE; AUTHORIZATION OF PURCHASE; APPROVAL OF CONTRACTS.

All purchasing and contracting shall be in accordance with this Policy, state law, and the following:

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Cissy Greeson, Public Works Department

ITEM TYPE: Board Action

AGENDA SECTION: **New Business**

SUBJECT: Consideration to approve the declaration of one (1) 2015 John Deere 6105E with attached Alamo boom mower as a trade-in for the purchase of one (1) new John Deere 6M 105 with an attached Alamo 60 inch boom mower for the Roads & Bridges Division from Dobbs Equipment of Braselton, GA, in the net amount of \$222,977.15.

Work Session:

Voting Session

Purpose:

Consideration to approve the declaration of one (1) 2015 John Deere 6105E with attached Alamo boom mower as a trade-in for the purchase of one (1) new John Deere 6M 105 with an attached Alamo 60 inch boom mower for the Roads & Bridges Division from Dobbs Equipment of Braselton, GA, in the net amount of \$222,977.15.

Background/Summary:

The Roads and Bridges Division is requesting the purchase of one (1) new John Deere 6M 105 with an attached Alamo 60 inch boom mower from Dobbs Equipment in Braselton, GA. The purchase price is \$248,977.15. A trade-in value of \$26,000.00 will be applied for the existing FA# 8372 2015 John Deere 6105E with attached Alamo 60 inch boom mower (4,500 hours), resulting in the final purchase price of \$222,977.15. The Funding Source is SPLOST 2022.

Options:

- Approval of the purchase of a new 6M 105 John Deere with attached Alamo 60 inch boom mower

- Denial of the purchase of a new 6M 105 John Deere with attached Alamo 60 inch boom mower

Finance Officer Comments (if applicable):

There is no need to bid the John Deere Track Loader because it meets the "standardization" clause referenced in the Barrow County purchasing policy, page 6, item 13 (attached). This allows Barrow County to expand the services provided by a vendor for uniformity and efficiency.

If approved, the funding for the John Deere 6M 105 with an attached Alamo 60 inch boom mower in the amount of \$222,977.15 was approved in the FY 2026 Budget from SPLOST 2022.

Funding Source	Account Code	FY 2026 Budget	Year-To-Date Expenditures
SPLOST	33534200-542000-EQ128	\$260,000.00	\$0.00

ATTACHMENTS:

[Barrow County - 6M105 Quote \(July\) 7-29-25.pdf](#)

[Barrow County Purchasing Policy - Standardization.pdf](#)

Prepared For:

BARROW COUNTY BOARD OF COMM

Prepared By: **CONWAY COLIN**

Dobbs Equipment
5333 Bbs Drive
Braselton, GA 30517

Tel: 770-965-1889

Fax: 770-965-1894

Email: colin.conway@dobbsequipment.com

Quote Summary

Prepared For

BARROW COUNTY BOARD OF COMM
30 N BROAD ST
WINDER, GA 30680
Business: 770-867-7581
Email: PSKINNER@BARROWGA.ORG

Prepared By

CONWAY COLIN
Dobbs Equipment
5333 Bbs Drive
Braselton, GA 30517
Phone: 770-965-1889
colin.conway@dobbsequipment.com

BARROW COUNTY SOURCEWELL #27850

Quote Id: 32851755

Created On: 15 May 2025

Last Modified On: 23 July 2025

Expiration Date: 31 July 2025

Equipment Summary

JOHN DEERE 6M 105

Selling Price

\$ 248,977.15

Qty

X 1

Extended

= \$ 248,977.15

Equipment Total

\$ 248,977.15

Trade In Summary

2015 JOHN DEERE 6105E -
1P06105EHG0001769

Qty

1

Each

\$ 26,000.00

Extended

\$ 26,000.00

PayOff

\$ 0.00

Total Trade Allowance

\$ 26,000.00

Trade In Total

\$ 26,000.00

Quote Summary

Equipment Total

\$ 248,977.15

Trade In

\$ (26,000.00)

SubTotal

\$ 222,977.15

Est. Service Agreement Tax

Total

\$ 222,977.15

Balance Due

\$ 222,977.15



Selling Equipment

Quote Id: 32851755 Customer: BARROW COUNTY BOARD OF COMM

JOHN DEERE 6M 105		
Hours:	0	
Stock Number:		
Code	Description	Qty
6M105	NEW 2025 JOHN DEERE 6M105 W/60" MAVERICK BOOM MOWER	1

- 9) *Inventory of capital assets.* All purchases of capital assets shall be added to the capital asset inventory as they are acquired. The purchasing office will inform the appropriate department head that a purchase is classified as a capital asset and that, upon receipt, specific information must be provided to the Chief Financial Officer. The department head is responsible to provide necessary information to the Chief Financial Officer to update records. Control of capital assets shall be in compliance with the Finance Department established capital asset procedure.
- 10) *Modification of bids and proposals.* Once a bid or proposal has been opened and accepted by the county, the county reserves the right to further negotiate with the lowest responsive and responsible bidder in an effort to ensure that the bid or proposal meets the approved budget and specifications. Further, once the county awards a contract, the county reserves the right to amend the contract without the necessity of rebidding such contract; any such amendment or change order not materially altering the terms of an agreement and not increasing the total amount to be paid under an agreement in excess of \$25,000 may be approved by the County Manager, and all other such amendments or change orders shall be approved by the Board of Commissioners, and signed by their designee.
- 11) *Georgia products preference.* The County shall comply with the Georgia Purchasing Preference provisions of O.C.G.A. § 36-84-1.
- 12) *Professional Services.* It is the policy of the County to award contracts for professional services on the basis of demonstrated competence and qualifications at a fair and reasonable price with the ultimate selection based on the best interest of the County and receipt of maximum value. Procurement of professional services is exempted by state law from bidding requirements and from this Policy, unless otherwise directed by the Board of Commissioners. (O.C.G.A. § 36-91-2(12)). Professional services procurements in excess of \$25,000 shall be approved by the Board of Commissioners.
- 13) *Standardization.* Except to the extent prohibited by Title 36, Chapter 91 and Title 32, Chapter 4, Article 3, Part 2 of the Official Code of Georgia regarding public works construction projects and road construction projects, respectively, Barrow County reserves the right where appropriate to standardize on vehicles, hardware, software and any other items or services it chooses. Such items or services will only be competitively bid among vendors providing the specific item or service at issue; by way of example, the County may choose to procure vehicles from a single manufacturer in order to standardize use of parts and service and repair procedures. The County Manager will make the final determination as to what will be standardized. Purchases in excess of \$25,000 shall be approved by the Board of Commissioners.

SECTION 1-8. REQUEST FOR PURCHASE; AUTHORIZATION OF PURCHASE; APPROVAL OF CONTRACTS.

All purchasing and contracting shall be in accordance with this Policy, state law, and the following:

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: August 12, 2025

SUBMITTED BY: Cissy Greeson, Public Works Department

ITEM TYPE: Agreement

AGENDA SECTION: **New Business**

SUBJECT: Consideration to approve the Request for Traffic Signal for the Transportation Division from the Georgia Department of Transportation (GDOT) for a signal permit at SR 81 (Loganville Highway) at Bethlehem Springs Boulevard and authorize the Chairman to execute the request for traffic signal.

Work Session:
Voting Session

Purpose:
Consideration to approve the Request for Traffic Signal for the Transportation Division from the Georgia Department of Transportation (GDOT) for a signal permit at SR 81 (Loganville Highway) at Bethlehem Springs Boulevard and authorize the Chairman to execute the request for traffic signal.

Background/Summary:
The Georgia Department of Transportation (GDOT) signal permit for the intersection of SR 81 (Loganville Highway) and Bethlehem Springs Boulevard, with the Developer funding the installation of the signal, GDOT will be responsible for all other operational costs such as equipment and maintenance, and the County will be responsible for the electrical and telephone costs.

Options:

- Approval of the GDOT signal permit
- Denial of the GDOT signal permit

ATTACHMENTS:
[GDOT Request for Traffic Signal at SR81 - Loganville Hwy at Bethlehem Springs Blvd.pdf](#)

Distribution:
White - Applicant
Yellow - State Traffic Engineer
Pink - District Traffic Engineer

Do Not Write In This Space

Application No. _____

Permit No. _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUEST FOR TRAFFIC SIGNAL

To the Georgia Department of Transportation:

The _____ of _____ in _____ County hereby request approval for the use of a traffic signal at the location described below:

LOCATION

Local Street names: _____ at _____

State Route Numbers: _____ at _____

TYPE SIGNAL

☒ Stop and Go ☐ Flashing Beacon ☐ School Beacon ☐ Other

CONDITIONS OF APPLICATION AND STANDARDS OF OPERATION

In the event that the Georgia Department of Transportation authorizes the use of a traffic signal at the above location, the undersigned agrees to participate in the costs to purchase and install the signal. This level of participation will be determined after a study of the location has been completed. The signal must be installed to the Department's standards and conform with the authorization issued by the Department and the provisions set forth therein.

COST OF OPERATION

The full and entire costs of the electric energy and telephone service used to operate the signal shall be at the expense of the applicant without any cost to the Georgia Department of Transportation. The applicant understands that the Department may ask for participation in the cost for the purchase, installation and maintenance of the signal if approved.

INSPECTION AND APPROVAL

The installation, maintenance and operation of said signal shall be subject at all times to inspection and approval by a duly authorized engineer of the Georgia Department of Transportation.

RIGHT TO REVOKE

The Georgia Department of Transportation reserves the right to revoke the approval should it for any reason desire to do so, by giving the applicant thirty (30) days written notice, and in that event, the applicant agrees to remove said signal from said right-of-way at its own expense or allow it to be removed by the Department.

This application is hereby submitted and all of the terms and conditions are hereby agreed to. The undersigned are duly authorized to execute this instrument.

This the _____ day of _____ 20__

Attest:

By: _____

Title: _____

Clerk