



**MAYOR**  
Richard E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan  
Johnnathen Eggleston

**CITY OF AUBURN  
MAYOR and CITY COUNCIL  
May 14, 2026  
6:00 PM  
Council Business Meeting  
1 Auburn Way  
Auburn, GA 30011**

**INVOCATION**

**PLEDGE**

**COUNCIL REPORTS AND ANNOUNCEMENTS**

**CITIZEN COMMENTS ON AGENDA ITEMS**

**OLD BUSINESS**

1. Voting Item
  - a. Nemrut, LLC Alcohol License Application

**NEW BUSINESS**

2. Consent Agenda
  - a. Council Business Meeting Minutes – April 9, 2026
  - b. Council Workshop Meeting Minutes – April 23, 2026
  - c. Trinity Station Plat Review
  - d. RZ26-0001- Telegraph Properties Rezoning
  - e. SU26-0001- Sunbelt Expansion Special Use Permit (To be tabled until June 18<sup>th</sup> 2026)
  - f. Local Road Assistance Grant
  - g. Mount Moriah Rd. IGA

**CITIZEN COMMENTS**

**ADJOURN**

**Agenda subject to change prior to meeting**



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**AGENDA ITEM: 1**

**TO:** Mayor & Council

**FROM:** Jack Wilson  
City Attorney

**DATE:** May 14, 2026

**PURPOSE:** Nemrut LLC has submitted an application for the issuance of an alcohol license for the premises located at 1376 3rd Avenue.

**BACKGROUND:** Mayor and Council previously considered and denied an alcohol license for this same address on November 3, 2022. No appeal or legal challenge to that decision was filed within the applicable timeframe.

The current application is being submitted under a different business name. Staff has reviewed the submitted materials for completeness and for compliance with the City's Alcohol Ordinance and applicable regulatory requirements.

Pursuant to City procedures, the application is being presented to Mayor and Council for consideration and determination.

**RECOMMENDATION:** Council Discretion.

**FUNDING:** N/A

**ATTACHMENTS:** Application

**STANTONPORTER**  
**LAW**

Winder:  
73 Church Street  
P.O. Box 88  
Winder, Georgia 30680  
470.997.2010  
[stanton@stantonporter.com](mailto:stanton@stantonporter.com)

Athens:  
2005 South Milledge Avenue  
Suite 101  
Athens, Georgia 30606  
(By Appointment Only)

January 14, 2026

City of Auburn  
1369 Fourth Avenue  
Auburn, Georgia 30011

In RE:           Alcohol Permit Application

Dear Sir or Madam:

Enclosed herein you will find out client's Alcohol Permit Application. Additionally, I have enclosed a check in the amount of \$300.00 as payment for said application. Please do not hesitate to contact me with any questions or concerns.

Sincerely,



Meghan Wyatt,  
Paralegal to Stanton E. Porter

/mw  
Encls.



## City of Auburn Alcohol Permit Application

### INSTRUCTIONS AND CONDITIONS FOR APPLYING FOR LICENSE TO SELL ALCOHOLIC BEVERAGES CITY OF AUBURN, GEORGIA

- Every question must be fully and correctly answered, type written or legibly hand printed. Do not use initials. Spell out all names. Failure to do so may result in the denial or, if granted, the later revocation of a license. If the space provided is not sufficient, answer the question on a separate sheet and indicate in the space provided that a separate sheet is attached.
- The completed application form and the required investigation fee of \$300.00 must be submitted at the time application is made to the planning department. Upon approval of the application, all additional fees must be tendered prior to issuance of license. Fees must be submitted in the form of certified cash, check or money order. All checks will be deposited daily as received by the City of Auburn Planning Department.
- Any change in the ownership, or any other status of the licensed operation which would change any answers on the original application must be reported in writing to the City of Auburn Planning Department within thirty (30) calendar days from the time of such change. Failure to do so may result in the revocation of the license.
- Background screening is required on all agents and officers. Planning Department will determine specific screening requirements upon review of application.
- The applicant shall be responsible for determining the distance of the proposed licensed location for each of the following: school building, kindergarten, day care center, church building, municipal park, municipal recreation area, and private residence (street address and name required) as required by the ordinance. A current certified plat from a registered surveyor is required to confirm the distance requirements and must accompany the application. The plat must show straight line measurements from point to point that certify the distance required.
- No license shall be issued if property is not zoned properly as defined by the applicable local zoning ordinances. Contact the City of Auburn Planning Department for zoning questions.
- The applicant shall be responsible for filing plans to review with Planning Department for occupancy requirements.
- All corporate applicants, without regard to the number of stockholders, shall list the names and addresses of the officers of the corporation. In addition they shall name an agent whose name shall appear on the license issued to the corporation. The corporation shall provide the name and address of the agent, who shall be the individual who does in fact have regular, managerial, and supervisory authority over the business conducted on the licensed premises. In addition, the manager shall be an agent for service for the corporation in addition to all other methods allowed for serving a corporation by the laws of Georgia.
- Information requested concerning race and sex identification of applicants, corporations and stockholders are for investigative purposes only.
- Georgia Crime Information Center Council (GCIC) rules require that the consent form on the last page of the application form be completed, signed and notarized prior to any information being accessed for release of criminal history investigations by the Police Department in reference to your application for license to sell alcoholic beverages.
- A review of the regulations of the Georgia Department of Revenue is recommended. Local Alcohol Agents may be reached at Georgia Department of Revenue, P.O. Box 1843, Athens, GA. 30603

- A State of Georgia Alcohol License is required before you can purchase and sell alcoholic beverages. Please contact the Georgia Department of Revenue, Registration, P.O. Box 740001, Atlanta, GA. 30374-001. Phone 404-651-8651 for their requirements, fees, and application.
- Contact the Federal Alcohol, Tobacco, and Firearms Licensing Department for their requirements. Federal ATF, Licensing Department, 2600 Century Center Parkway, Atlanta, Georgia, 30345. Phone Number 404-679-5040.
- A copy of the City of Auburn Alcohol Ordinance is a part of this application package. Please read it carefully and retain it for your information.
- No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or serve in any managerial position, until such person has been fingerprinted or cleared by the chief of police or his designee, indicating that the person is eligible for such employment. All bartenders and any person who pours alcohol shall be at least 21 years of age.
- A personal financial statement must be submitted with each application. The application must include:
  - Balance Sheet (Assets, Liabilities, and Net Worth); Estimate of Annual Income; Estimate of Annual Expenses; Contingent Liabilities.
  - Life Insurance (List those policies you own.); Securities; Notes and Accounts Receivable; Real Estate Owned; Mortgages and Contracts Owned; Personal Property; Notes Payable.
- When completed, the application must be dated, signed, and verified under oath to assure that your license is processed timely. Allow approximately a thirty (30) day period for application processing.
- Legal Notices: When obtaining an Alcohol License from the City of Auburn, it is necessary to post a legal notice in the City's Public Organ. The City of Auburn will post the Legal Notice. This notice shall be advertised once a week for two weeks prior to consideration of the application by City Council.
- City Council Consideration: When obtaining a Distilled Spirits (Liquor) License (By the Drink or Packaged), it is necessary for the applicant and all concerned to be present at the City Council Meeting. As long as all prerequisites and requirements have been met, Council will take action on the applications.

Application for Alcohol Beverages License should be returned to:

Location Address:	City of Auburn City Clerk 1369 Fourth Avenue Auburn, Georgia 30011
Mailing Address:	City of Auburn City Clerk P.O. Box 1059 Auburn, Georgia 30011
Phone:	770-963-4002

**Note: Faxcd applications or photocopied applications will not be accepted or the application will be denied. Only an original application filled out in black ink and notarized in the appropriate areas will be accepted.**  
**PLEASE CONTACT THE CITY CLERK OR PLANNING DIRECTOR IF FURTHER ASSISTANCE IS NEEDED**



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P.O. Box 1059, 1369 Fourth Avenue, Auburn, GA 30011

P: 770-963-4002 F: 770-513-9255

## City of Auburn Alcohol Permit Application

BUSINESS INFORMATION SECTION			
LEGAL BUSINESS NAME <b>Nemrut, LLC</b>			
BUSINESS ADDRESS (PHYSICAL ADDRESS) <b>376 3rd Avenue</b>			
CITY <b>Auburn</b>		STATE <b>GA</b>	ZIPCODE <b>30011</b>
PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	FAX NUMBER	
MAILING ADDRESS (IF DIFFERENT FROM THE BUSINESS ADDRESS)			
CITY		STATE	ZIPCODE
FEDERAL EMPLOYMENT ID NUMBER (FEI) <b>39-4452444</b>		GEORGIA SALES TAX ID NUMBER (STI)	
GEORGIA DEPARTMENT OF REVENUE ALCOHOL LICENSE NUMBER (IF YOU APPLICATION HAS NOT BEEN APPROVED YET THEN PLEASE SUBMIT A COPY OF THE STATE APPLICATION)			

BUSINESS STATUS SECTION	
<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP DATE THAT PARTNERSHIP WAS FORMED: _____ (PROVIDE LEGAL PROOF OF PARTNERSHIP) <input checked="" type="checkbox"/> CORPORATION (THIS INCLUDES S CHAPTER AND LIMITED LIABILITY) (PROVIDE IRS LETTER OF CORPORATE STATUS)	
<small>ALL PARTNER'S AND CORPORATE OFFICER'S MUST PAY THE BACKGROUND CHECK FEE OF \$15.00. EACH PARTNER OR CORPORATE OFFICER WHO WILL SERVE OR POUR DRINKS MUST COMPLETE A POURER'S PERMIT FORM AND PAY AN ADDITIONAL \$10.00 FEE FOR THE POURER'S PERMIT CARD</small>	

PERSONAL INFORMATION OF PRIMARY OWNER OR REGISTERED AGENT SECTION			
NAME OF OWNER OR REGISTERED AGENT <b>Fatih Gul</b>		<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> REGISTERED AGENT	
DRIVER'S LICENSE NUMBER (APPLICANT MUST POSSESS A VALID GEORGIA DRIVER LICENSE) [REDACTED]			
DATE OF BIRTH (MM/DD/YYYY FORMAT) [REDACTED]		SOCIAL SECURITY NUMBER [REDACTED]	
PRIMARY PHONE NUMBER <b>404-431-7988</b>		SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS <b>1126 Atlanta Highway</b>			
CITY <b>Auburn</b>		STATE <b>GA</b>	ZIPCODE <b>30011</b>



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## City of Auburn Alcohol Permit Application

**\*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES**

PERSONAL INFORMATION OF BUSINESS PARTNER'S SECTION			
<p><b>ONLY COMPLETE THIS SECTION IF "PARTNERSHIP" WAS CHECKED IN QUESTION 9. IF "CORPORATION" WAS CHECKED THEN MOVE ON TO THE CORPORATE OFFICER'S SECTION IN THE NEXT PAGE.</b> Where the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers and majority stockholders. In the case of a partnership, the license will be issued to all the partners owning at least five percent of the partnership; or if no partner owns five percent of the partnership, then the general partner, managing partner or the partner with the greatest ownership will be licensed. Section 5.50.090 (D)</p>			
NAME OF BUSINESS PARTNER		PERCENTAGE OF OWNERSHIP	
DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PRIMARY PHONE NUMBER		SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS			
CITY		STATE	ZIPCODE

NAME OF BUSINESS PARTNER		PERCENTAGE OF OWNERSHIP	
DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PRIMARY PHONE NUMBER		SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS			
CITY		STATE	ZIPCODE

NAME OF BUSINESS PARTNER		PERCENTAGE OF OWNERSHIP	
DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PRIMARY PHONE NUMBER		SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS			
CITY		STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL BUSINESS PARTNERS ASSOCIATED WITH YOUR COMPANY



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## City of Auburn Alcohol Permit Application

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### CORPORATE OFFICERS, STOCKHOLDERS, AND TRUSTEES INFORMATION SECTION

Where the applicant is a partnership or corporation, the provisions of this section shall apply to all its partners, officers and majority stockholders. In the case of a corporation, the license shall be issued jointly to the corporation and the majority stockholder, if an individual. Where the majority stockholder is not an individual, the license shall be issued jointly to the corporation and its agent registered under the provisions of this chapter. Section 5.50.090 (B)

NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE	OFFICE HELD AND/OR PERCENTAGE OF STOCK	
DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)		
DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS		
CITY	STATE	ZIPCODE

NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE	OFFICE HELD AND/OR PERCENTAGE OF STOCK	
DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)		
DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS		
CITY	STATE	ZIPCODE

NAME OF OFFICER, STOCK HOLDER, OR TRUSTEE	OFFICE HELD AND/OR PERCENTAGE OF STOCK	
DRIVER'S LICENSE NUMBER (MUST POSSESS A VALID STATE DRIVER LICENSE)		
DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
PRIMARY PHONE NUMBER	SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS		
CITY	STATE	ZIPCODE

**YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL CORPORATE OFFICERS ASSOCIATED WITH YOUR COMPANY**



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## City of Auburn Alcohol Permit Application

### PREVIOUS ADDRESS SECTION

IF THERE IS ANY INDIVIDUAL LISTED IN THIS APPLICATION WHO HAS RESIDED AT THEIR CURRENT ADDRESS FOR LESS THAN FIVE (5) YEARS THEN COMPLETE THE INFORMATION BELOW.

NAME OF PERSON			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM: _____ TO: _____	
CITY		STATE	ZIPCODE
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM: _____ TO: _____	
CITY		STATE	ZIPCODE

NAME OF PERSON			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM: _____ TO: _____	
CITY		STATE	ZIPCODE
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM: _____ TO: _____	
CITY		STATE	ZIPCODE

NAME OF PERSON			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM: _____ TO: _____	
CITY		STATE	ZIPCODE
PREVIOUS ADDRESS		PERIOD OF TIME AT RESIDENCE FROM: _____ TO: _____	
CITY		STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL INDIVIDUALS ASSOCIATED WITH YOUR COMPANY



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## City of Auburn Alcohol Permit Application

TYPE OF BUSINESS SECTION										
<b>15</b>	<p>CHECK ONLY ONE BOX</p> <table style="width: 100%;"> <tr> <td style="width: 33%;"><input type="checkbox"/> RESTAURANT</td> <td style="width: 33%;"><input type="checkbox"/> GROCERY STORE</td> <td style="width: 33%;"><input checked="" type="checkbox"/> CONVENIENCE STORE</td> </tr> <tr> <td><input type="checkbox"/> HOTEL IN-ROOM SERVICE</td> <td><input type="checkbox"/> SERVICE STATION</td> <td><input type="checkbox"/> GROWLER SHOP</td> </tr> <tr> <td colspan="3"><input type="checkbox"/> OTHER _____</td> </tr> </table>	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> GROCERY STORE	<input checked="" type="checkbox"/> CONVENIENCE STORE	<input type="checkbox"/> HOTEL IN-ROOM SERVICE	<input type="checkbox"/> SERVICE STATION	<input type="checkbox"/> GROWLER SHOP	<input type="checkbox"/> OTHER _____		
<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> GROCERY STORE	<input checked="" type="checkbox"/> CONVENIENCE STORE								
<input type="checkbox"/> HOTEL IN-ROOM SERVICE	<input type="checkbox"/> SERVICE STATION	<input type="checkbox"/> GROWLER SHOP								
<input type="checkbox"/> OTHER _____										

ALCOHOL LICENSE SECTION									
BOXES 15-19 ALL THE ALCOHOL LICENSES THAT MAY BE CHOSEN. (YOU MAY ONLY CHOOSE ONE MAJOR CATEGORY PER APPLICATION)									
<b>16</b>	<p><input type="checkbox"/> RETAIL SALES TO BE CONSUMED ON THE PREMISES (CHECK ALL THAT APPLY)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> DISTILLED SPIRIT SALES (FOR THE FIRST FIXED BAR) - \$4,000.00</li> <li><input type="checkbox"/> DISTILLED SPIRIT SALES WITH SUNDAY SALES - \$4500.00</li> <li><input type="checkbox"/> BEER SALES - \$500.00</li> <li><input type="checkbox"/> BEER SALES WITH SUNDAY SALES - \$585.00</li> <li><input type="checkbox"/> WINE SALES - \$500.00</li> <li><input type="checkbox"/> WINE SALES WITH SUNDAY SALES - \$585.00</li> <li><input type="checkbox"/> BEER &amp; WINE SALES - \$1,000.00</li> <li><input type="checkbox"/> BEER &amp; WINE SALES WITH SUNDAY SALES - \$1,125.00</li> </ul> <p style="font-size: x-small;">Applicant will also comply with Georgia Law (O.C.G.A. Section 3-3-7) which states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which delivers at least 50% of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishments where food is served and in any licensed establishment which delivers at least 50% of its total annual gross income from the rental of rooms for overnight lodging." By submitting this application for a Sunday Sales Permit, the applicant certifies that their business establishment will operate in compliance with "The Gross Sales" provisions of Georgia Law. Sunday sales permit holders are subject to audit for compliance with State Law. Each Establishment is encouraged to maintain Financial Records on food sales and alcohol sales by separate business locations to demonstrate compliance with State Law.</p>								
<b>17</b>	<p><input type="checkbox"/> RETAIL PACKAGE SALES (CHECK ALL THAT APPLY)</p> <table style="width: 100%;"> <tr> <td style="width: 50%;"><input type="checkbox"/> BEER SALES - \$500.00</td> <td style="width: 50%;"><input type="checkbox"/> BEER SALES WITH SUNDAY SALES - \$585.00</td> </tr> <tr> <td><input type="checkbox"/> WINE SALES - \$500.00</td> <td><input type="checkbox"/> WINE SALES WITH SUNDAY SALES - \$585.00</td> </tr> <tr> <td><input type="checkbox"/> BEER &amp; WINE SALES - \$1,000.00</td> <td><input checked="" type="checkbox"/> BEER &amp; WINE SALES WITH SUNDAY SALES - \$1,125.00</td> </tr> <tr> <td><input type="checkbox"/> 24 HOUR SALES - \$412.00</td> <td><input type="checkbox"/> GROWLER SHOP \$500.00</td> </tr> </table>	<input type="checkbox"/> BEER SALES - \$500.00	<input type="checkbox"/> BEER SALES WITH SUNDAY SALES - \$585.00	<input type="checkbox"/> WINE SALES - \$500.00	<input type="checkbox"/> WINE SALES WITH SUNDAY SALES - \$585.00	<input type="checkbox"/> BEER & WINE SALES - \$1,000.00	<input checked="" type="checkbox"/> BEER & WINE SALES WITH SUNDAY SALES - \$1,125.00	<input type="checkbox"/> 24 HOUR SALES - \$412.00	<input type="checkbox"/> GROWLER SHOP \$500.00
<input type="checkbox"/> BEER SALES - \$500.00	<input type="checkbox"/> BEER SALES WITH SUNDAY SALES - \$585.00								
<input type="checkbox"/> WINE SALES - \$500.00	<input type="checkbox"/> WINE SALES WITH SUNDAY SALES - \$585.00								
<input type="checkbox"/> BEER & WINE SALES - \$1,000.00	<input checked="" type="checkbox"/> BEER & WINE SALES WITH SUNDAY SALES - \$1,125.00								
<input type="checkbox"/> 24 HOUR SALES - \$412.00	<input type="checkbox"/> GROWLER SHOP \$500.00								
<b>18</b>	<p><input type="checkbox"/> WHOLESALE ALCOHOL SALES WITH DEALER LOCATED IN CITY LIMITS (CHECK ALL THAT APPLY)</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> BEER SALES - \$250.00</li> <li><input type="checkbox"/> WINE SALES - \$250.00</li> <li><input checked="" type="checkbox"/> BEER &amp; WINE SALES - \$500.00</li> <li><input type="checkbox"/> DISTILLED SPIRIT SALES - \$1,000.00</li> </ul>								
<b>19</b>	<p><input type="checkbox"/> WHOLESALE ALCOHOL SALES WITH DEALER LOCATED OUTSIDE CITY LIMITS</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> ALCOHOLIC BEVERAGE SALES - \$1,000.00</li> </ul>								
<b>20</b>	<p><input type="checkbox"/> HOTEL/MOTEL ALCOHOL SALES</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> IN ROOM SERVICE - \$100.00</li> </ul>								

Add Total Amount of license types selected :           \$1,125.00           (Line 1)  
TOTAL

Criminal History & Background Check:           \$15.00           (Line 2) \*Cost is only for owner or registered agent\*

All other background checks:           X \$15.00 = \_\_\_\_\_           (Line 3) \*Add all partners, officers, and managers\*  
TOTAL

**Total Renewal Cost:**           \$1,140.00           (Add Line 1, 2, and 3)



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**City of Auburn  
Alcohol Permit Application**

PROPERTY INFORMATION SECTION			
PROPERTY STATUS			
<input type="checkbox"/> OWNED (PLEASE PROVIDE PROOF OF OWNERSHIP) <input checked="" type="checkbox"/> LEASED (PLEASE PROVIDE A LEASE AGREEMENT)			
PARCEL INFORMATION ( THIS SECTION MUST BE FILLED OUT)			
NAME OF PROPERTY OWNER Salima Nurani			
PROPERTY OWNER'S PHYSICAL ADDRESS 1093 Forest View Lane			
CITY Lilburn		STATE GA	ZIPCODE 30047
MAP & PARCEL NUMBER AUI0 198		ACREAGE OF THIS PARCEL 1.5	

STATE OF GEORGIA  
COUNTY OF BARROW

**COMMERCIAL LEASE**

This Agreement entered into this 5<sup>th</sup> day of January, 2026, between Salima Nurani, Landlord and Nemrut, I.I.C., Tenant:

Tenant hereby offers to lease from the Landlord the property situated in Barrow County, Georgia, described as follows: 1376 3<sup>rd</sup> Avenue, Auburn, GA 30011:

**TERM:** The term of this lease shall commence on January 1, 2026, and shall continue until December 31, 2026.

**RENT:** Rent shall be Three Thousand and No/100 (\$3,000.00) Dollars per month payable each month in advance upon the first day of each month, payable to the Landlord at such place as may be designated by the Landlord from time to time.

**UTILITIES:** Tenant shall be responsible for maintaining insurance on the subject property. Landlord shall be responsible for all other utilities and services.

**TAXES:** Tenant shall be responsible for property taxes on said property.

**USE:** The premises shall be used as a convenience store.

**ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances, and all requirements of all Municipal, State, County, and Federal authorities now in force or which may hereafter be in force pertaining to the use of the premises.

**ASSIGNMENT AND SUBLETTING:** Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of the Landlord.

**MAINTENANCE, REPAIRS, OR ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at his own expense and at all times maintain the premises in a clean and sanitary manner and shall surrender the same at termination hereof in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by its negligence and that of its invitees and guests.

**INDEMNIFICATION:** Landlord shall not be liable for any damage or injury to Tenant or any other person, or to any property occurring on the premises or any part thereof or in common areas thereof unless such damage is the proximate result of the negligence or unlawful act of Landlord, his agents, or his employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages for which Landlord is legally responsible.

**DEFAULT:** If Tenant shall fail to pay rent when due or perform any term hereof after not less than thirty (30) days written notice of such default, the Landlord at his option may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. In the event of a default by Tenant, Landlord may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due or (b) at any time terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by a result of the breach of the lease including the cost of recovering premises and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.


**WAIVER:** No failure of Landlord to enforce any term hereof shall be deemed a waiver nor shall any acceptance of a partial payment of rent be deemed a waiver of Landlord's right to the full amount thereof.


**NOTICES:** Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at 1376 3<sup>rd</sup> Avenue, Auburn, GA 30011 or to Landlord at 73 Church Street, Winder, Georgia 30680 or at such other place as may be designated by the parties from time to time.

**HEIRS, ASSIGNS, SUCCESSORS:** This lease is binding upon and inures to the benefit of the heirs, assigns, and successors in interest to the parties.

**TIME:** Time is of the essence of this Agreement.

**IN WITNESS WHEREOF,** the Landlord and Tenant have signed this document, agreeing to its terms and acknowledging a receipt of a copy hereof.

  
\_\_\_\_\_  
Salima Nurani Landlord

  
\_\_\_\_\_  
Nemrut, L.L.C. Tenant



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## City of Auburn Alcohol Permit Application

\*ALL INDIVIDUALS IN THIS SECTION MUST SUBMIT A SEPARATE FORM FOR CRIMINAL HISTORY AND BACKGROUND CHECK AND PAY EXTRA FEES

### PERSONAL INFORMATION OF MANAGERS SECTION

PROVIDE THE NAMES OF ALL THE MANAGERS OF THE BUSINESS AND HOW THEY ARE COMPENSATED. NEW MANAGERS MUST FILE WITH THE CITY OF AUBURN PLANNING DEPARTMENT WITHIN THREE (3) BUSINESS DAYS OF HIRE.

NAME OF PERSON <b>Fatih Gul</b>	METHOD OF COMPENSATION <b>Salary</b>	
DATE OF BIRTH (MM/DD/YYYY FORMAT) [REDACTED]	SOCIAL SECURITY NUMBER [REDACTED]	
PREVIOUS PLACE OF EMPLOYMENT <b>Nasir Capital, LLC</b>	PERIOD OF EMPLOYMENT FROM: <b>2023</b> TO: <b>2025</b>	
PHYSICAL ADDRESS <b>1126 Atlanta Highway</b>		
CITY <b>Auburn</b>	STATE <b>GA</b>	ZIPCODE <b>30011</b>

NAME OF PERSON	METHOD OF COMPENSATION	
DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
PREVIOUS PLACE OF EMPLOYMENT	PERIOD OF EMPLOYMENT FROM: _____ TO: _____	
PHYSICAL ADDRESS		
CITY	STATE	ZIPCODE

NAME OF PERSON	METHOD OF COMPENSATION	
DATE OF BIRTH (MM/DD/YYYY FORMAT)	SOCIAL SECURITY NUMBER	
PREVIOUS PLACE OF EMPLOYMENT	PERIOD OF EMPLOYMENT FROM: _____ TO: _____	
PHYSICAL ADDRESS		
CITY	STATE	ZIPCODE

YOU MAY DUPLICATE THIS PAGE TO INCLUDE ALL INDIVIDUALS ASSOCIATED WITH YOUR COMPANY

This Manager's Section shall only apply to establishments holding a license for consumption of alcoholic beverages on the premises.

No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or serve in any managerial position, by an establishment holding a license under this chapter until the person has been fingerprinted or cleared by the chief of police or his/her designee, indicating that the person is eligible for such employment. (5.50.320 (A))



## City of Auburn Alcohol Permit Application

- | Yes                      | No                                  |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there anyone connected with this business that is not a legal resident of the United States and at least twenty one (21) years of Age? If yes, give full details on separate sheet.   |
| <input type="checkbox"/> | <input type="checkbox"/>            | If not an U.S. Citizen, can they legally be employed in the United States? If yes, give full details on separate sheet and submit copies of eligibility. NA  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there anyone connected with this business that has applied for a beer, wine, and or liquor license from any City or County in the State of Georgia and been denied? If yes, give full details on separate sheet.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Have you had revoked, for cause, within two (2) years preceding this application, any permit issued by the City of Auburn, the State of Georgia, or any other state, to sell alcoholic beverages of any kind. If yes, give full details on separate sheet.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there anyone, connected with this business, who holds another alcohol license? If yes, give full details on separate sheet.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there anyone connected with this business that has been convicted of a felony or a crime involving moral turpitude, or convicted of violations(s) of the ordinances of the city or county governing alcoholic beverages licensed within a ten (10) year period, or the violation of any state or federal laws pertaining to the manufacture, possession, transportation or sale of malt beverages, wine or intoxicating liquors, or the taxability within the last five (5) years immediately prior to the filing of said application? If yes, give full details on separate sheet. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) years? If yes, give full details on separate sheet.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Is there anyone connected with this business that is an official or public employee whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity. If yes, give full details on separate sheet.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will adult entertainment be a part of the business operations? If yes, give full details on separate sheet.  |



Rev: 09/2014

P.O. Box 1059, 1369 Fourth Avenue, Auburn, GA 30011

P : 770-963-4002 F : 770-513-9255

### City of Auburn Alcohol Permit Application

I understand that a violation of any of the regulations of the City of Auburn, or a violation of any law or regulations of the state of Georgia, pertaining to the sale of malt beverages or wine, shall subject my permit to immediate revocation, and that permit may be revoked at the discretion of the City Council, or the City of Auburn Police Department.

I, FATIH GUL, solemnly swear, subject to the criminal penalties for false swearing, as provided under Georgia, that all information in this application and supporting documents for a license to sell alcoholic beverages in City of Auburn, Georgia are true and correct to the best of my knowledge and I fully understand that any false information may cause the denial or revocation of said license. Should any changes occur during the year for which the license is issued pursuant to this application, which would require a different answer to any questions contained in this application, such change will be reported as an amendment to this application within two business days. The failure to make such amendment shall be cause for the revocation of any license.

I have received and have read a copy of the City of Auburn, Georgia Alcohol Ordinance.

Signature of applicant: \_\_\_\_\_

Date: \_\_\_\_\_

10/24/25

Sworn to and subscribed before me this the 24 day of October, 20 25

Jack Gregory  
NOTARY PUBLIC  
\*THIS APPLICATION MUST BE NOTARIZED\*

VICKI L DAY  
NOTARY  
EXPIRES  
GEORGIA  
#2282025  
L DAY COUNTY

Applicants who are denied may not reapply for a license for at least one year from the final date of such denial [Ord.5.50.070 (e)].

City Clerk Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LICENSE FOR THE SALE OF ALCOHOLIC BEVERAGES  
CITY OF AUBURN GEORGIA**

**Do not write in this section. This section is for department use only.**

**“This license is a mere privilege subject to be revoked and annulled, and is subject to any further ordinances which may be enacted.”**



Rev: 05/2003

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## City of Auburn Pourers Permit Application

PERMIT STATUS SECTION	
PLEASE CHECK ONE OF THE FOLLOWING REASONS FOR APPLYING FOR THIS PERMIT	
<input type="checkbox"/> MANAGER <input type="checkbox"/> ASSISTANT MANAGER <input type="checkbox"/> BARTENDER <input type="checkbox"/> SERVER <input type="checkbox"/> HOST/HOSTESS <input type="checkbox"/> OTHER _____	
NAME OF COMPANY	

APPLICANT INFORMATION SECTION			
NAME OF APPLICANT			
LIST ALL PREVIOUS LAST NAMES AND ALIASES			
DRIVER'S LICENSE NUMBER (APPLICANT MUST POSSESS A VALID GEORGIA DRIVER LICENSE)			
DATE OF BIRTH (MM/DD/YYYY FORMAT)		SOCIAL SECURITY NUMBER	
PRIMARY PHONE NUMBER		SECONDARY NUMBER OR MOBILE	
PHYSICAL HOME ADDRESS			
CITY		STATE	ZIPCODE
LIST TWO PREVIOUS EMPLOYER'S INFORMATION BELOW			
COMPANY NAME		PERIOD OF TIME EMPLOYED FROM: _____ TO: _____	
PHYSICAL ADDRESS			
CITY		STATE	ZIPCODE
COMPANY NAME		PERIOD OF TIME EMPLOYED FROM: _____ TO: _____	
PHYSICAL ADDRESS			
CITY		STATE	ZIPCODE



## City of Auburn Pourers Permit Application

### 5.50.320 Regulations as to employees and manager.

The following regulations shall apply to all establishments holding a license for consumption of alcoholic beverages on the premises:

A. No person shall be employed to dispense, sell, serve, take orders, mix alcoholic beverages, or serve in any managerial position, by an establishment holding a license under this chapter until the person has been fingerprinted or cleared by the chief of police or his/her designee, indicating that the person is eligible for such employment. All bartenders and any person who pours alcohol shall be at least twenty-one years of age.

B. This section shall not be construed to include employees whose duties are limited solely to those of busboy(s), cook(s), or dishwasher(s).

C. No permit shall be issued until such time as a signed application has been filed with the police department, chief of police or designee, and upon paying a fee which shall be established by the city council, and a search of the criminal record of the applicant completed. The application shall include, but shall not be limited to, the name, date of birth, and prior arrest record of the person, though the fact of an arrest record shall be used for investigative purposes only, and shall give rise to no presumption or inference of guilt. Due to the inclusion of arrest information, these applications shall be regarded as confidential and shall not be produced for public inspection without a court order.

D. The chief of police or his/her designee shall have a complete and exhaustive search made relative to any police record of the person fingerprinted or cleared. If there is no record of a violation of this chapter, the chief of police or his/her designee shall issue a permit to the person, by mail, stating that the person is eligible for employment. If it is found that the person is not eligible for employment, the chief of police or his/her designee shall notify the person, in writing, that they are not eligible for employment, the cause of such denial and their right to appeal.

E. No person shall be granted a pouring permit unless it appears to the satisfaction of the chief of police or his/her designee, that the person has not been convicted or pleaded guilty or entered a plea of nolo contendere to any crime involving moral turpitude, illegal gambling, or illegal possession or sale of controlled substances or the illegal sale or possession of alcoholic beverages, including the sale or transfer of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, solicitation of sodomy, or any sexual-related crime within a period of five years of the date of conviction and has been released from parole or probation. A person's first time conviction for illegal possession of alcohol as a misdemeanor or violation of a city or county ordinance shall not, by itself, make a person ineligible for an alcohol pouring permit. No person shall be granted a pouring permit who has been convicted, pleaded guilty or entered a plea of nolo contendere to any federal, state, or local law for any felony within five years of the date of conviction and has not been released from parole or probation prior to the filing for application for the permit. For purposes of this chapter, a conviction or plea of guilt or nolo contendere shall be ignored as to any offense for which the defendant who was allowed to avail himself/herself of the Georgia First Offender Act (1968 Ga. Laws, p. 324) as amended. Except, however, that any such offense shall not be ignored where the defendant violated any term of probation imposed by the court granting first offender treatment or committed another crime and the sentence in court entered an adjudication of guilt as to the crime for which the defendant had previously been sentenced as a first offender.

F. An alcohol pouring permit shall be issued for a period of one calendar year from the date of the original application. As noted in subsection K of this section, the alcohol pouring permit must be in the possession of the employee while the employee is working at the licensed establishment. This permit must be in the possession of the employee while the pouring permit holder is working and available for inspection by members of the police department or the city's staff.

G. No person shall be issued a permit if it is determined that the person falsified, concealed or covered up any material fact by any device, trick or scheme while making application to the police department for an alcoholic beverage pouring permit under this section. If it is determined that a person is in violation of this subsection and a permit is denied for this reason, then thirty calendar days must elapse from the date of notification per certified mailing before a new application and fee may be resubmitted.

H. All permits issued through administrative error shall be terminated and seized by the chief of police or his/her designee, or the city clerk or his/her designee.

I. Replacement permits will be issued within thirty days of original date upon paying one-half of the fee charged for alcohol pouring permits. After thirty days of the original application date, a new application and fee must be submitted.

J. All permits issued under this chapter shall remain the property of the police department and shall be produced for inspection upon the demand of any officer or designee of the police department or employee of the business license department.

K. No licensee shall allow any employee or manager required to hold a permit to work on the premises unless the employee or manager has in their possession a current valid city pouring permit. For new employees, a receipt issued by the city police permit unit may be used for a maximum of thirty days from the date of issuance. Licensees are required by this chapter to inspect and verify that each employee required to do so has in their possession a valid current alcohol pouring permit.

L. It is the duty of all persons holding any license to sell alcoholic beverages to file with the chief of police, or his/her designee, the name of the establishment, the license number and a list of all employees, with their home addresses and home telephone numbers, twice annually during the month of June and again during the month of December.

M. Any person(s) convicted of any violation(s) of this section shall receive a minimum fine of two hundred dollars.  
(Ord. 03-004 (part), 2003)



P.O. Box 1059, 1369 Fourth Avenue, Auburn, GA 30011

P : 770-963-4002 F : 770-513-9255

### City of Auburn Pourers Permit Application

Answer the following questions. If you cannot answer "Yes" to any of the questions below then your application will be denied

Yes    No

- Is the applicant at least 21 years of age?  
**Note: Permit shall be issued for a period of one calendar year. Permitted pourers must possess such permit at all times while employed at the licensed establishment. This is to include owners and managers [Ord.5.50.320 (6)]**
- Is the applicant a U.S. Citizen or a permanent resident alien?
- Has the Pourers permit application been fully completed, signed and dated.
- Has the Criminal History and Background Check Consent Form been fully completed, signed, dated and notarized.
- Have you included a certified check, money order, or cash for the permit fee of \$25.00

I, \_\_\_\_\_, understand that I will receive a pourer's permit upon completion of this form and the criminal history and background check consent form. I further understand that if there is any negative information returned from GCIC or the Auburn Police Department then my permit will be revoked.

Signature	Print Name	Date
-----------	------------	------

**DEPARTMENT USE ONLY:**

Yes    No

- Does the applicant (Pourers Permit) meet the requirement of the Ordinance? [Ord. 5.50.320]

City Clerk:             Denied             Approved            Date: \_\_\_\_\_

Police Chief:          Denied             Approved            Date: \_\_\_\_\_

- Check this box if written notice has been sent to the applicant giving reasons for denial and advising of rights to appeal. Attach the notice of denial to the application paperwork.



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P : 770-963-4002 F : 770-513-9255

## City of Auburn Criminal History and Background Check Consent Form

APPLICANT INFORMATION SECTION							
NAME OF APPLICANT <b>Faith Gul</b>							
LIST ALL PREVIOUS LAST NAMES AND ALIASES							
DRIVER'S LICENSE NUMBER (APPLICANT MUST POSSESS A VALID GEORGIA DRIVER LICENSE) [REDACTED]							
DATE OF BIRTH (MM/DD/YYYY FORMAT) [REDACTED]				SOCIAL SECURITY NUMBER [REDACTED]			
RACE	ETHNICITY	SEX	WEIGHT	HEIGHT	EYE COLOR	HAIR COLOR	
Kurdish		Male	165	5'8"	Brown	Black	
MARITAL STATUS <input checked="" type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED				SPOUSES NAME			
LEGAL STATUS <input type="checkbox"/> U.S. CITIZEN <input checked="" type="checkbox"/> RESIDENT ALIEN – LIST YOUR INS NUMBER: _____							
CITY <b>Auburn</b>					STATE <b>Georgia</b>	ZIPCODE <b>30011</b>	

BUSINESS INFORMATION SECTION		
NAME OF PLACE OF EMPLOYMENT <b>Nemrut, LLC</b>		
PHYSICAL ADDRESS <b>1376 3rd Avenue</b>		
CITY <b>Auburn</b>		STATE <b>GA</b>
		ZIPCODE <b>30011</b>

ARREST INFORMATION SECTION			
IF YOU HAVE EVER BEEN ARRESTED THEN PLEASE LIST ALL ARRESTS BELOW (MUST INCLUDE ALL CHARGES EVEN IF THEY WERE DISMISSED OR EXPUNGED) LIST ANY ADDITIONAL ARRESTS ON A SEPARATE SHEET OF PAPER AND ATTACH TO THIS APPLICATION			
DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS
DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS
DATE ARRESTED	CHARGE	ARRESTING AGENCY	COURT DISPOSITIONS

**BUSINESS PARTNERS AND CORPORATE OFFICERS MUST SUBMIT A SEPARATE CHECK FOR \$41.00 TO DEFRAY INVESTIGATIVE COSTS**



P.O. Box 1059, 1369 Fourth Avenue, Auburn, GA 30011

P : 770-963-4002 F : 770-513-9255

### City of Auburn Criminal History and Background Check Consent Form

NOTE: THE COPY OF THE REQUEST FOR THE CRIMIAL HISTORY MUST BE MAINTAINED FOR FOUR (4) YEARS FOR THE PURPOSE OF GCIC/NCIC AUDITS.

ILLEGAL USE OF THE INQUIRY FOR ANY REASON OTHER THAT STATED ABOVE IS A VIOLATION OF STATE LAW AND GCIC/NCIC POLICY AND PROCEDURES AND COULD RESULT IN THE PROSECUTION AND/OR SANCTIONS AGAINST YOU.

(Note: Unless all blanks are completed on this form and the form is notarized, no information will be released.)

\*\*\*\*\* Rules of Georgia Crime Information Center Council Chapter (GCIC) 140-02 Section 140-02 04 Criminal Justice Information Exchange and Discrimination. Amended \*\*\*\*\*

Criminal justice agencies may disseminate criminal history records to private persons, businesses, public agencies, political subdivisions, authorities and instrumentalities, including state or federal licensing and regulatory agencies, or to their designated representatives. For dissemination purposes, criminal history records include all available criminal history information; except information relating to any arrest or charges disposed of under the provisions of the Georgia First Offender Act shall not be provided after the person has been discharged from First Offender status and exonerated of the charges. At the time of each request requestors shall provide the fingerprints or the signed and notarized consent of the person whose record is requested. The signed and notarized consent must be in a formal approved by GCIC and must include the person's full name, address, social security number, race, sex and date of birth. Criminal justice agencies which disseminate criminal history records to private individuals and to public and private agencies shall advise all requestors that if an employment or licensing decision adverse to the record subject is made, the record subject must be informed by the individual or agency making the adverse decision of all information pertinent to that decision. This disclosure must include information that a criminal history check was made, the specific contents of the record, and the effect the record had upon the decision.

The City of Auburn requires an annual investigation of all licensees. A new Consent will be required with each renewal. The criminal investigation is done by the City of Auburn Police Department through the State of Georgia and GCIC does the background investigation.

By signing this form I, FATIH GUL, the applicant, understand the reason for this inquiry. I also authorize the City of Auburn and its designees to receive my criminal history from the Auburn Police Department. I further authorize the City of Auburn and its designees to receive my background history form the Georgia Crime Information Center. I understand that I will receive a pourer's permit upon completion of this form and the criminal history and background check consent form. I further understand that if there is any negative information returned from GCIC or the Auburn Police Department or if I falsely entered any information then my permit will be revoked.

SIGNATURE

10/24/2025  
DATE

SWORN AND SUBSCRIBED BEFORE ME THIS

24 DAY OF October, 2025

Decki J. Vick  
NOTARY PUBLIC



# GEORGIA

DRIVER'S LICENSE

## LIMITED-TERM DRIVER'S LICENSE

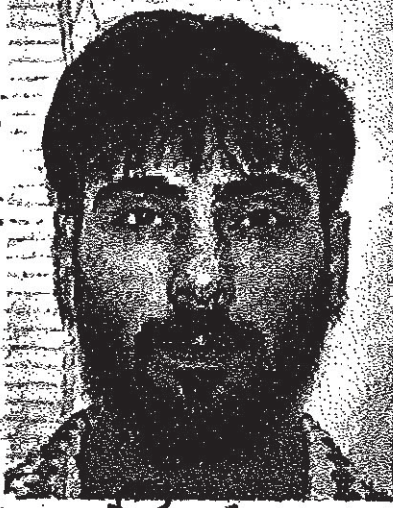
DL



USA  
GA

Governor: *B. Perdue*

Commissioner: *George Arnold Robinson*



4d DL NO [REDACTED] 3 DOB [REDACTED]  
9 CLASS C 4b EXP 09/18/2030  
2 FATIH  
1 GUL

8 1126 ATLANTA HWY NW  
AUBURN, GA 30011-3275  
BARROW

12 REST A  
9a END NONE  
4a ISS 09/18/2025  
16 SEX M 18 EYES BRO  
16 HGT 5'-08" 17 WGT 165 lb



**MAYOR**  
Linda M. Blechinger

**CITY CLERK**  
Joyce Brown

**CITY OF AUBURN**  
**CITY COUNCIL**  
**BUSINESS MEETING in Council Chambers**  
**FOR**  
November 3, 2022

**City Council**  
Peggy J. Langley  
Robert L. Vogel, III  
Taylor Sisk  
Jamie L. Bradley

**Present:** Mayor : Linda Blechinger  
Council Member: Peggy Langley  
Council Member: Bob Vogel  
Council Member: Taylor Sisk  
Council Member: Jamie Bradley

**City Staff in Attendance:** City Administrator Alex Mitchem, Chief Hodge, Joyce Brown, Iris Akridge, Michael Parks, Johnathan Eggleston, Bel Outwater, Jack Wilson.

Mayor Blechinger called the meeting to order at 5:00 p.m.

Chief Hodge gave the invocation.

Chief Hodge led the pledge to the flag.

**Item: Public Hearing for SUPP-02: Special Use Permit for Express Pro Carwash**

Mayor Blechinger asked for a motion to open the Public Hearing for the SUPP-02: Special Use Permit for Express Pro Carwash.

**Motion:** Made by Council Member Vogel to open the Public Hearing for the SUPP-02: Special Use Permit for Express Pro Carwash.

**Seconded:** By Council Member Langley.

Mayor Blechinger asked for any discussion. There was none.

Vote was taken with all members present voting yes. Public Hearing opened.

Alex Mitchem presented.

Mayor Blechinger asked if the applicant would like to speak.

Jeff Carter, Civil Engineer with Carter Engineering Consultants, Inc. spoke on behalf of the applicant, Jon Mautooth, who was present at the meeting. Mr. Carter stated that the Carwash will be a high-end enclosed Carwash that is constructed of high-end materials with a combination of brick, stone, and EIFS. Mr. Carter said that one of the main questions concerning carwashes is traffic. He said that this will not be a destination, not gearing toward people coming from five or ten miles down the road. But gearing for people walking up and down the sidewalks, living locally that will come in get their car washed then come out. So, the carwash will not be a true generator of traffic. Mr. Carter said to reduce the level of noise from the suction motors, the suction motors will be enclosed. Also, to reduce the level of noise from the blowers, the blowers will have dampers on them. He stated that they will be providing a nice evergreen buffer as well. Mr. Carter thanked Mayor and Council for their consideration in approving the application for the Carwash.

Mayor Blechinger asked for any citizen comments in favor of the application for SUPP-02: Special Use Permit for Express Pro Carwash.

None were given.

Mayor Blechinger asked for any citizen comments in opposition to the application for SUPP-02: Special Use Permit for Express Pro Carwash.

Joey Murphy, new developers at 475 Dacula Rd, Suite A, Dacula, Georgia, spoke in opposition of the application for SUP-02: Special Use Permit for Express Pro Carwash. Mr. Murphy state that they are the competing carwash, said they have put the sign up down the street by McDonalds. Said that they put a lot of time and effort looking at that same sight as a consideration for a Carwash; however, decided against it and paid more for a sight down the street because they did not want to introduce those adverse impacts into the City (the noise level and proximity to surrounding neighborhoods). Stated that he has been in business for over 25 years, and they have four Carwashes. Mr. Murphy said he just wanted to point that out. Competition or no competition, said they are not going anywhere. Mr. Murphy thanked Mayor and Council for their time.

Mayor Blechinger asked for a motion to close the Public Hearing for the SUPP-02: Special Use Permit for Express Pro Carwash.

Motion: Made by Council Member Langley to close the Public Hearing for the SUPP-02: Special Use Permit for Express Pro Carwash.

Seconded: By Council Member Sisk.

Mayor Blechinger asked for any discussion. There was none.

Vote was taken with all members present voting yes. Public Hearing closed.

Item: Public Hearing for License to sell Beer & Wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Mayor Blechinger asked for a motion to open the Public Hearing for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Motion: Made by Council Member Langley to open the Public Hearing for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Seconded: By Council Member Sisk.

Mayor Blechinger asked for any discussion. There was none.

Vote was taken with all members present voting yes. Public Hearing opened.

Alex Mitchem presented.

Mayor Blechinger asked if the applicant would like to speak.

Yousef Kutun, 3192 Arbor Ridge, Atlanta, Georgia spoke on behalf of the applicant, Salim Badarpura, for License to sell Beer & Wine at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue. Mr. Kutun stated that they have submitted a survey with the beer & wine application for the property. The Applicant believes it meets the distance requirements and that the store is ready to open. Let Mayor and Council know they would appreciate approval tonight.

Business Meeting Minutes for November 3, 2022

Mayor Blechinger asked for any citizen comments in favor of the application for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

None were given.

Mayor Blechinger asked for any citizen comments in opposition to the application for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Carol Aton, Carolyn St. Auburn, Georgia stated that she would like more information regarding the process of selling beer & wine. She asked if this would include the sale of cigarettes, marijuann, and include gambling?

Mayor Blechinger responded to Carol Aton, letting her know that the City would never be involved in selling anything that was not legal.

Carol Aton, wanted to know what if the laws changed, legalizing marijuana? Would they have to come back in to get it approved?

Mayor Blechinger let her know she was not sure what the procedure would be if marijuana was legalized, but the City would follow state regulations and procedures.

Carol Aton, wanted to know what about gambling?

Mayor Blechinger let her know that there is no gambling for money anywhere. No cash prizes allowed.

Carol Aton, wanted to know if you could gamble for tickets that could be exchanged for goods and services?

Mayor Blechinger said she would let Attorney, Jack Wilson, answer this question.

Attorney, Jack Wilson, responded to the Mayor that state law regulates those questions regarding amusement devices, gambling, cash prizes, and whether you can compensate with tickets, etc. Mr. Wilson said that the County or City is not allowed to change those rules, it is regulated by state law. He said those gaming devices are protected under law that is administered by the state. Said the City is just not allowed to regulate that. Said he thinks the best thing the City can do is, if anybody knows about any problems, we can connect you with the people at the state who regulate that. He said those issues should be reported to them. Said the City is not allowed to say you can't have gaming devices or amusement devices. Those are protected under state law and the City is not allowed to regulate those.

Carol Aton, wanted to know the how late they are allowed to stay open?

Mayor Blechinger asked Alex Mitchem to respond to Carol Aton's question.

Alex Mitchem responded to Carol Aton's question that he has not talked to the applicant about the operating hours. There has been no Business License issued to this location yet.

Carol Aton, said so what does that mean?

Alex Mitchem let Carol Aton know that there is a license that you have to apply for in the City, for any Business in the City. Typically, at that time, we get into the hours of operation and things of that nature.

Carol Aton, asked so what is involved in getting a license to sell beer and wine?

Alex Mitchem let Carol Aton know that this is part of the process. There is a checklist. The applicant has to fill out the application, go through a background check. Let her know that this is what the application is for, it is for the individual. If the individual meets those requirements to sell beer and wine.

Attorney, Jack Wilson interrupted and stated that this time is for anyone in opposition to the License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue, that this is not the time for citizens to ask questions.

Mayor Blechinger thanked Carol Aton for her questions. The Mayor asked her to call Alex Mitchem and make an appointment if she has other questions.

Jody Dipasquale, 40 Van St., Auburn, Georgia spoke in opposition to the application for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue due to the distance of the front door of the business to the tennis courts not meeting the distance requirements. Said that looking at City Code -- Not allowed to sell alcoholic beverages with 300 feet of school, daycare, church, municipal park or municipal recreation area. Said when she looks at the map provided by Barrow County -- from the front door of his business to the corner of the City of Auburn property that has the tennis courts, it is about 195 feet. So, she says she is in favor of no beer & wine license in this space.

Dredde Bentley, 35 Carolyn St., Auburn, Georgia spoke in opposition to the application for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue due to against the sale of alcohol and late hours of operation. Lives by the business, has children that walks back and forth by the business.

Richard Hursey, 32 Carolyn St., Auburn, Georgia spoke in opposition to the applicant for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue due to against the sale of alcohol. Mr. Hursey said that he is almost 88 years old, been around a long time, and knows how the sale of alcohol impacts a community. Mr. Hursey also suggested that the meeting time should be changed to 7:00PM so more people could attend.

Carolyn Jones, 35 Van St., Auburn, Georgia spoke in opposition to the applicant for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue due to the sale of alcohol would bring in increased after-hours noise, truck traffic, and an increase crime. Ms. Jones said she enjoys walking around town. Said she feels safe and enjoys her little community. Said that DDA presented keeping downtown a family, friendly community. Said she has concerns, first its beer & wine, then liquor, concerned about the increase in crime. Feels that this violates Ordinance #9.12.090 Noise Ordinance -- No noise between 10PM and 7AM, Ordinance #10.14.10- No thru streets to truck traffic- Unlawful to operate a truck greater than 2 tons on City Street unless signs are posted at the truck route at the state highway and the street, and Ordinance #10.16 Heavy Vehicle Parking. Ms. Jones said Van Street is a one way in and one way out street. Plus have some elderly people in neighborhood. Concerned if emergency vehicles need to go down street, that trucks would have it blocked. Concerned about increased crime moving in. Concerned if they operate past 10PM, the loud music and noise. Stated that this is supposed to be a family, friendly community. Begging and praying the City will uphold its promise to keep this a family, friendly development authority & not let this kind of thing move in. She thanked Mayor and Council for their time.

Susan Long, 44 Carolyn St., Auburn, Georgia spoke in opposition to the applicant for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue due to her husband has been a Police Officer in Lawrenceville for 33 years and sees the impact that selling alcohol has in a community and bringing in gambling machines, this would increase noise, and cause a rise in crime. Also, she is concerned with big trucks using subdivision entrance as turn around.

Mayor Blechinger asked for a motion to close the Public Hearing for License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

**Motion:** Made by Council Member Sisk to close the Public Hearing for the License to sell Beer & wine for Safim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

**Seconded:** By Council Member Vogel.

Mayor Blechluger asked for any discussion. There was none.

Vote was taken with all members present voting yes. Public Hearing closed.

**Council Reports and Announcements**

Mayor Blechluger asked for any Council Reports and Announcements.

Mayor Blechluger thanked Michael Parks and Myles Trucking for hosting the Truck or Treat for Halloween for the children. Also thanked the Police Department for keeping it a safe event and for all that they do in keeping the City a safe place.

**Item: Citizen Comments on Agenda Items**

Mayor Blechluger asked for any Citizens comments for items on tonight's agenda.

None were given.

**Item: Consent Agenda**

Mayor Blechluger asked if any of the consent agenda items needed to be removed for further discussion.

None were given.

Mayor Blechluger asked for a motion to approve the Consent Agenda:

- a. October 6, 2022 -- Council Business Meeting Minutes
- b. October 10, 2022 -- Council Special Called Meeting Minutes
- c. October 20, 2022 -- Council Workshop Meeting Minutes
- d. October 27, 2022 -- Council Special Called Meeting Minutes

**Motion:** Made by Council Member Vogel to approve the Consent Agenda.

**Seconded:** By Council Member Langley.

Mayor Blechluger asked for any discussion. There was none.

Vote was taken with all members present voting yes.

**Item: SUPP-02: Special Use Permit for Express Pro Carwash**

Mayor Blechluger asked for a motion to approve or deny the SUP-02: Special Use Permit for Express Pro Carwash with Planning Commission recommended conditions (attached).

**Motion:** Made by Council Member Sisk to approve the SUP-02: Special Use Permit for Express Pro Carwash with Planning Commission recommended conditions (attached).

**Seconded:** By Council Member Langley.

Mayor Blechinger asked for any discussion.

Council Member Bradley stated that she would have liked to have known about the competitor that spoke tonight. As far as for discussion, she would have liked to have known that information.

Mayor Blechinger responded to Council Member Bradley that they had not formally applied for anything. They came in a couple of months ago I believe. The Mayor asked Alex Mitchem to proceed.

Alex Mitchem responded letting her know that a couple of months ago, May or April, of this year the applicant, the owner of the property is representing, came into the City to inquire about the zoning of his property whether uses like carwashes would be allowed there. It is a C-1 Zoning. Carwashes are permitted use by right. So, they could, once he understood that, he could submit for a development permit there, which would be fine and he could develop that. Get a building permit, which would be fine. Then a Business License and that whole process. Also, during that time, he had a concept plan. He said would this fit on the property with the setbacks, and that sort of thing and it did. It met the requirements. Since that time, they had not made any other inquiries about the property. They have not submitted for a permit or anything like that. It wasn't until this week that we had anymore correspondence with the owner of the property.

Council Member Langley said so you are essentially telling us that we had no idea that someone else was interested in putting a Carwash in Auburn until the sign goes up down here at McDonalds.

Alex Mitchem replied that is correct. There is no guarantee that's what it could be used for. That property could be used for a variety of different things. So, until I have something in-hand I can't say definite. Really until it starts going vertical. I wouldn't bank on anything materializing. They can say all day long that they are going to do something but until they actually submit something for construction. We see things that come into the City, they get permits and then do not get built.

Council Member Bradley asked has the land been purchased Alex?

Alex Mitchem responded that both the applicant for this Carwash tonight has also purchased property and they have owned that property for a while.

Council Member Bradley asked how long of a period of time have you owned it?

Pramod Thakkar, Owner/Competitor responded about 6 months ago.

Council Member Bradley asked were you aware when you looked at the other piece of property that you had concerns about the piece of property?

Pramod Thakkar, Owner/Competitor responded yes ma'am. He said that other property was about \$100,000 cheaper than this property. But that it was not a right location for the carwash. They were concerned with the noise, how close it was to neighborhoods, and the traffic. So, we did not believe at the time that this was a good location for the Carwash.

Council Member Bradley asked if he shared this with our City Administrator?

Joey Murphy/Competitor responded that he did meet with Mr. Mitchem and that they did get concept approval on that site for a specific site plan which we then turned around and started a survey and development plan generation. I apologize that you didn't know about it, but the zoning is used by right to see what zoning history. We had no further calls to come before the council. We assumed that was enough.

Mayor Blechinger replied well you typically would apply if you are going to build something. You would come in and you would apply for the ability to go in there and build. So until you do that, the fact that you put a sign out there before you even apply is a little concerning.

Joey Murphy/Competitor responded that it takes a couple of months to get the plans, the development plans. That's why we got the concept plans approved so we could get generation of the development plans.

Council Member Bradley asked so you didn't get any direction once that was done, on what to do next?

Joey Murphy/Competitor responded oh, we didn't need it. Just the factor that we have over 25 years in the business. I would develop my background. We knew everything was in place to begin plans for a submittal for a development permit, we didn't need to come back to Auburn for any particular reason. We are just in that period between concept plan approval and generation. So that's where we are at.

Alex Mitchem said let me clarify so you still have to get a development permit. And that has not been submitted. I would also point out too that concept plan is all fine and dandy. It is not upon the City knowing that it is not our responsibility to call a property owner and let them know hey, you have some competition coming in. That is not ethical, and we would not do that.

Council Member Bradley said she is just asking why they were not told of another business interested in coming into the City, that is all she is asking tonight?

Joey Murphy/Competitor said I don't think Mr. Mitchem is at fault and I don't think we are at fault. We are just in the period between concept plan approval and development plans. The development plans are ready to be submitted. That's where we are at. We are close to submitting them for review. We don't have a full packet to submit yet. But we are working on it. Yes, we do own the property. Yes, we are going to move forward either way. Our concern is and we talked to Mr. Badarpura, that hey, we didn't know you were coming either until your application was filed. But we are still coming.

Attorney, Jack Wilson, interrupted to let the Mayor know there was a motion on the floor and that we were really past public comment.

Mayor Blechinger responded that she only allowed because Council Member Bradley had questions.

Vote was taken with all members present voting yes.

Item: License to sell Beer & Wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Mayor Blechinger asked for a motion to approve or deny a License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Motion: Made by Council Member Bradley to deny the License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Seconded: By Council Member Langley.

Mayor Blechinger asked for any discussion.

Council Member Langley stated that the City owes the applicant an explanation on why the City is denying the license. Because if you had done your research, you would find that the location is less than 300 feet from the City's tennis courts which is a municipal recreation area and municipal park (so that the location does not meet the distance requirement in the City Code).

Council Member Bradley said she wanted to thank everyone that came out tonight and spoke up for their area. I would like to thank Susan Long, Carolyn Jones, DecDec Bentley, Jody Dipasquale, Richard and Jenny Hurssey, and Carol Aton.

Vote was taken with all members present voting yes to deny the application.

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Citizen Comments: Mayor Blechinger asked for any Citizens Comments.

DecDec Bentley thanked the Mayor and Council for the decision to deny the License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue.

Yousef Kutun stated that as he mentioned earlier they have a survey that proves that they are over 380 ft. from the recreation area. He asked the Mayor and Council if the License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue could be tabled for further investigation of that.

Mayor Blechinger let him know that the License to sell Beer & wine for Salim Badarpura at Quick Shop Grocery & Kitchen, 1376 3<sup>rd</sup> Avenue had been voted on, a decision to deny had been made, and that Mayor and Council would talk to him after the meeting or he could contact Alex Mitchem, City Administrator to set up an appointment to discuss.

Carolyn Wade, 127 Governor's Ridge, Auburn, Georgia stated that she would like to make a complaint against the Code Enforcement Officer. Ms. Wade said she received a citation for trimming limbs off of her power lines and off her roof. Ms. Wade said she tried contacting the Code Enforcement Officer in August explaining that it was the neighbor's limbs that were over on my property and to find out the procedure and so forth. Said the Code Enforcement Officer never contacted her back. Ms. Wade said she spoke with her neighbor, asked her for the landlord's number to call him and let him know. Once I did research, it was my responsibility. Ms. Wade said she had a company come out and give her a quote and put a sign in my yard. That same day, she stated the Code Enforcement Officer sat at her driveway talking to her yard man for over 30 to 40 minutes. I went out and took pictures of the limbs before, waved at her, she didn't even mention anything about it. Then I receive this citation that she saw the sign in my yard and that I was having trees cut down. She stated she didn't cut any trees down, that it was strictly limbs. So, I got the letter, came up and spoke with Johnathon and called her down and we went through all of this. She said oh no, it was just limbs, your neighbor said you were cutting trees down in her yard and hauling them off in the back yard. I had already spoke to my neighbor about this. The date on the letter, the compliance date was 9/16/2022 and I received the letter on the 15<sup>th</sup>. Ms. Wade said she just wanted to make everyone aware of the Code Enforcement Officer.

Mayor Blechinger and Chief Hodge thanked Carolyn Wade for bringing this to their attention. Chief Hodge assured Ms. Wade that he would look into this matter and get back with her.

Item: Executive Session – Personnel

Mayor Blechinger asked for a motion to go into Executive Session for Personnel.

Motion: Made by Council Member Vogel to go into Executive Session for Personnel.

Seconded: By Council Member Langley.

Mayor Blechinger asked for any discussion. There was none.

Vote was taken with all members present voting yes.

Jack Wilson: " During Executive Session the Council met to discuss personnel. There were no votes taken and no evidence received in the Executive Session. The original affidavit and resolution have been signed by the Mayor and Council and I will give them to the clerk to be included in the minutes."

**ADJOURN:** Mayor Blechinger asked for a motion to adjourn.

**Motion:** Made by Council Member Langley to adjourn.

**Seconded:** By Council Member Vogel.

Mayor Blechinger asked for any discussion. There was none.

Vote was taken with all members present voting yes. Meeting adjourned.

Respectfully submitted,

Read and approved this \_\_\_\_\_ Day of December 2022

Attest:

\_\_\_\_\_  
Mayor Linda M. Blechinger



Mayor  
Richard E. Roquemore

City Council  
Robert Vogel  
Taylor Sisk  
Joshua Rowan  
Jamie Bradley

City Administrator  
Michael E. Parks

November 5, 2025

Stanton Porter  
73 Church St.  
Winder, GA 30680

Dear Mr. Porter,

Thank you for submitting your license application and the accompanying check regarding the property located at 1376 3<sup>rd</sup> Avenue, Auburn, GA 30011.

I am writing to inform you that, unfortunately, we must return your application materials. The specific location noted in your submission was denied a license by the Mayor and Council in 2022.

That decision was not appealed or challenged at the time. As such, the City is not aware of any change in circumstances that would allow a license to be issued for this location at present.

Enclosed with this letter, you will find your original application and check, along with copies of the relevant 2022 meeting minutes for your reference.

If you have any questions or require any additional information regarding the decision or the process for other locations, please feel free to contact me.

Sincerely,

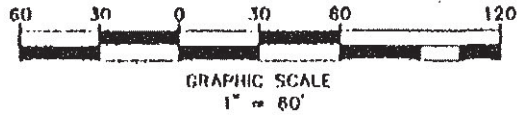
*Leigh Anne Bland*  
Community Development Coordinator Planning Department  
City of Auburn

## NOTICE OF APPLICATION FOR ALCOHOL LICENSE

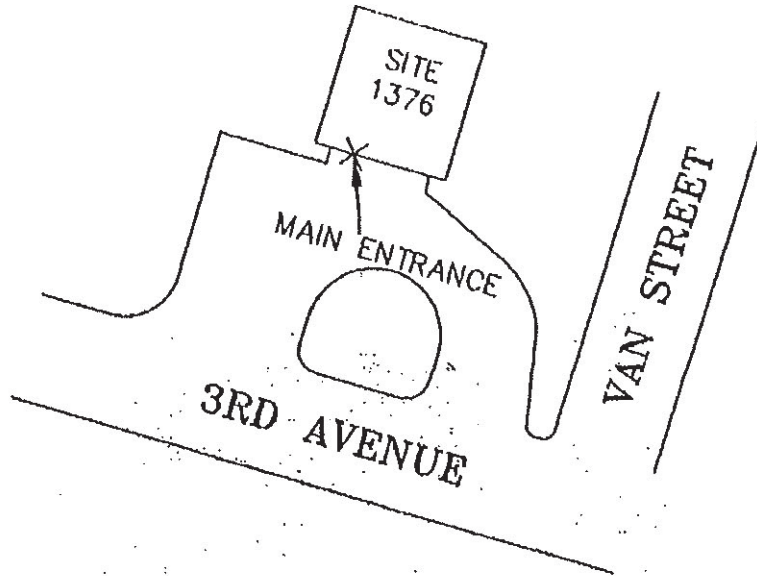
### CITY OF AUBURN, GEORGIA

An application for issuance of license for the sale of alcoholic beverages has been presented to the City of Auburn. The application is being made by Nemrut, LLC for a license for retail sales of beer and wine proposed to operate at 1376 3rd Avenue (Tax Parcel AU10 098) under Section 5.50 of the City Code. A public hearing will be held on Thursday March 12, 2026 at 6:00 p.m. at City Hall, 1 Auburn Way, Auburn, Georgia 30011. Public comment is invited and encouraged.

SITE ADDRESS:  
 1376 3RD AVE  
 AUBURN, GA 30011  
 ZONING: C1  
 TAX PARCEL ID: AU 10 198

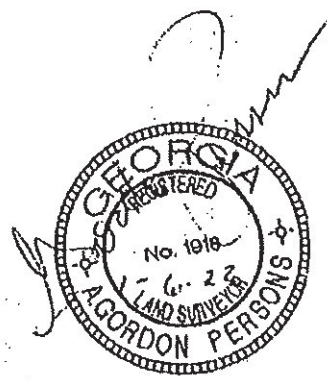


MAGNETIC



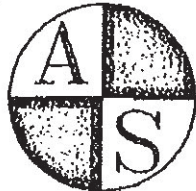
1. CHURCH: 366 YARDS TO AUBURN SEVENTH-DAY ADVENTIST CHURCH  
 14 COUNTY LINE-AUBURN RD. AUBURN, GA 30011
2. SCHOOL: 612 YARDS TO AUBURN ELEMENTARY SCHOOL  
 1334 6TH AVE. AUBURN, GA 30011
3. RECREATION AREA: 128 YARDS TO CITY OF AUBURN VOLLEYBALL COURT  
 1385 3RD AVE. AUBURN, GA 30011 *364 feet*

DISTANCES MEASURED IN A STRAIGHT LINE.



**Advance Survey, Inc.**

034 N. CLAYTON STREET  
 LAWRENCEVILLE, GA. 30046  
 OFFICE: (770) 995-0938  
 FAX: (770) 534-7539

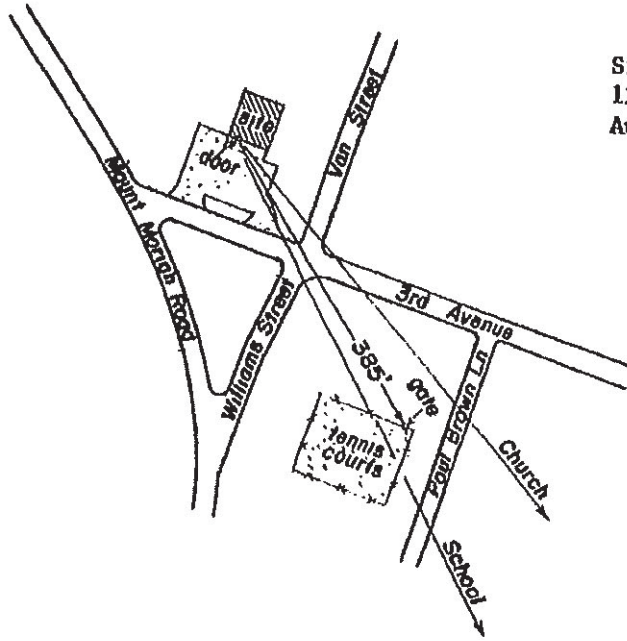


© COPYRIGHT 2022  
 ADVANCE SURVEY INC.  
 ALL MATTERS OF TITLE EXCEPTED

ALCOHOLIC BEVERAGE SURVEY FOR:  
**JUST CONSTRUCTION LLC**

LAND LOT:	---	SCALE:	1"=60'
G.M.D.	1740TH	DATE:	1/6/2022
SECTION:	---	DRAWN BY:	LAR
COUNTY:	WINNETT	CHK BY:	GSO PC: GSO
STATE:	GEORGIA	JOB NO:	220005

MAGNETIC NORTH



Site Address-  
 1376 3rd Avenue  
 Auburn, Georgia 30011

The following distances were measured from the front door of site in a straight line to the nearest door or gate, per City of Auburn code:

- CHURCH- 1105' to Auburn Seventh Day Adventist Church, @ 14 County Line-Auburn Rd.
- SCHOOL- 2140' to Auburn Elementary School, @ 1334 6th Avenue.
- RECREATION AREA- 385' to City of Auburn Tennis Courts, @ 1365 3rd Avenue.

City of Auburn Alcoholic Beverage Retail Package License Survey for:  
 Yusuf Kutan

DATE: 11/14/2024	SCALE: 1" = 200'		
DRAWN BY: GD	GRAPHIC SCALE IN FEET		
LAND LOT: GMD 1740	DISTRICT:	SECTION:	
BARROW COUNTY		GEORGIA	
<b>GEORGIA LAND SURVEYING CO.</b> 155 CLIFWOOD DRIVE, ATLANTA, GA 30328 PHONE (404)255-1671 FAX (404)255-6607 WWW.GEORGIALANDSURVEYING.COM			<b>205298</b>



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan  
Johnathen Eggleston

**CITY OF AUBURN  
MAYOR AND COUNCIL  
MEETING IN COUNCIL CHAMBERS**

**April 9, 2026**

**6:00 PM**

**Council Chambers**

**1 Auburn Way**

**Auburn, GA 30011**

Present: Mayor: **Richard Roquemore**  
Council Member: **Taylor Sisk**  
Council Member: **Jamie L. Bradley**  
Council Member: **Joshua Rowan**  
Council Member: **Johnathen Eggleston**

City Staff in Attendance: Michael Parks, Amanda Vinson, Brooke Haney, Sgt Pharr.

Also in Attendance: Jack Wilson

**Mayor Roquemore** called the meeting to order at 6:00 pm.

**Pastor Marshall Clack** gave the Invocation.

**Mayor Roquemore** led the pledge.

**NEW BUSINESS**

**Citizen Comments on Agenda Items**

**Mayor Roquemore** asked for staff and Council Reports or announcements.

**Amanda Vinson** gave an update on upcoming Food Truck Fridays and Farmers Markets.

**Michael Parks** gave an update on the road projects.

**Brooke Haney** reminded everyone about Auburn Ever After.

**Council Member Bradley** announced the Perry Rainey Center Reunion.

**Council Member Sisk** announced the of the May 19<sup>th</sup> election including, SPLOST extension, and Senate Bill 447.

**Mayor Roquemore** asked for any citizen comments for items on tonight's agenda. There were none.

**Item 2: Consent Agenda**

- a. Council Business Meeting Minutes- March 12, 2026
- b. Council Workshop Meeting Minutes- March 26, 2026
- c. Intergovernmental Agreement (Carl)
- d. Final Plat Revision No. 2 Kingstown Cove
- e. MOU Water Reservoir (City of Winder)

**Mayor Roquemore** asked for a motion to approve the consent agenda.

**Motion:** Made by **Council Member Rowan** to approve the consent agenda.

**Second:** by **Council Member Sisk**

**Mayor Roquemore** asked for any discussion, Votes were taken with all members present voting yes.

**Mayor Roquemore** asked for any citizen comments. There were none.

**Mayor Roquemore** asked for a motion to adjourn.

**Motion:** Made by **Council Member Sisk** to adjourn

**Second:** Made by **Council Member Rowan**

Votes were taken with all members voting yes.

Respectfully submitted,

Read and approved this \_\_\_\_\_ Day of May 2026

Attest:

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Mayor Richard E. Roquemore





**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael Parks

**CITY COUNCIL**  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan  
Johnathen Eggelston

## **CITY COUNCIL WORKSHOP MEETING**

**April 23, 2026**

**6:00 PM**

**Council Chambers**

**1 Auburn Way**

**Auburn, GA 30011**

Present: Mayor:	<b>Richard Roquemore</b>
Council Member:	<b>Taylor J. Sisk</b>
Member Absent:	<b>Jamie L. Bradley</b>
Council Member:	<b>Joshua Rowan</b>
Council Member:	<b>Johnathen Eggelston</b>

City Staff in Attendance: Michael Parks, Chief Hodge, Marc Pharr, Brooke Haney, Amanda Vinson, Leighanne Bland

Also in Attendance: Jack Wilson

**Mayor Roquemore** called the meeting to order at 6:00 pm.

**Michael Parks** presented regarding recently completed road improvement projects.

### **Council Reports and Announcements**

**Mayor Roquemore** asked for Council Reports and Announcements. **Amanda Vinson** announced Food Truck Friday and Car show events. **Brooke Haney** announced Auburn Ever After.

### **WORKSHOP ITEMS FOR DISCUSSION**

#### **OLD BUSINESS**

#### **Item 1: Nemrut, LLC Alcohol License Applications**

**Jack Wilson** Presented

Placed on May 14, 2026, Council Business Agenda

#### **NEW BUSINESS**

#### **Item 2: Trinity Station Plat Review**

**Michael Parks** Presented

Placed on May 14, 2026, Council Business Agenda

**Item 3: RZ26-0001- Telegraph Properties Rezoning**

**Michael Parks** Presented

Placed on May 14, 2026, Council Business Agenda

**Item 4: SU26-0001- Sunbelt Expansion Special Permit**

**Michael Parks** Presented

This project requires Development of Regional Impact (DRI) review by the Department of Community Affairs. The applicant is to provide the necessary information to City Planners to complete the DRI submittal. The application can be heard after DRI response and comments are received.

**Item 5: Local Road Assistance Grant**

**Michael Parks** Presented

Placed on May 14, 2026, Council Business Agenda

**Item 6: Mount Moriah Rd. IGA**

**Michael Parks** Presented

Placed on May 14, 2026, Council Business Agenda

**Mayor Roquemore** asked for Citizen Comments.

Mindy Robertson commented on item #3.

Mark Meahl commented on item #3.

Robert Satterfeild commented on item #3.

There being no further business, the meeting was adjourned.

Read and approved this \_\_\_\_\_ Day of May 2026

Attest:

\_\_\_\_\_  
Mayor Richard E. Roquemore



**MAYOR**  
Richard E. Roquemore

**CITY MANAGER**  
Michael E. Parks

**CITY COUNCIL**  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan  
Johnnathen Eggleston

**AGENDA ITEM: 2c**

**TO:** City of Auburn Mayor and City Council

**FROM:** Sarah McQuade  
City Planner

**DATE:** May 14, 2026

**PURPOSE:** Seek approval of a final plat for a residential development in the RM-8: Residential Multifamily Apartment district, known as Trinity Station.

**BACKGROUND:** The applicant is requesting approval of a final plat for the Trinity Station development to record the subdivision of 104 townhouse lots.

**PLANNING COMMISSION RECOMMENDATION:** N/A

**STAFF RECOMMENDATION:** Approval.

**FUNDING:** N/A



**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN

1 AUBURN WAY

AUBURN, GA 30011

PHONE: 770-963-4002

[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

**MEMORANDUM**

**TO:** City of Auburn Mayor and City Council

**FROM:** Sarah McQuade, City Planner

**DATE:** May 14, 2026

**RE:** Trinity Station Final Plat

---

Dear Mayor and City Council,

The applicant is requesting approval of a final plat for the Trinity Station subdivision pursuant to [Title 16](#) – Development Regulations of the City of Auburn.

**PROPOSAL:**

The purpose of the final plat is to record the subdivision of Trinity Station with the Barrow County Clerk of Court. Following final plat approval, the developer may apply for building permits and commence vertical construction of the development.

**BACKGROUND / CURRENT ZONING:**

The subject site is zoned RM-8: Residential Multifamily Apartment District, a designation the site has maintained since 2021 or earlier. In November of 2024, the City approved site development plans to construct a 104-unit townhouse development on the subject 14.08 +/- acre site.

In February of 2026, the developer submitted an application for final plat. Since February, the plat has undergone several rounds of review and subsequent revisions. On April 23, 2026, the final round of plat review was completed, and staff determined that all prior corrective comments had been satisfied.

**ANALYSIS:**

Pursuant to [Sec. 16.20.070 – Approval of Final Subdivision Plat](#), the approval of the final plat shall reflect the

owner's certification that all site work and construction has been accomplished according to the terms of approved plans and permits, and that all facilities intended for maintenance, supervision and/or dedication to the public are in compliance with appropriate standards, regulations, codes and ordinances.

- Sec. 16.20.070.A.2 states the city planner/engineer shall notify the applicant within thirty days of the formal submittal of the final plat the date of the scheduled meetings of the city council of the city which may consider the approval of the final plat, and shall indicate on a review copy of the final plat or in a written memorandum all comments related to compliance of the final plat with these regulations, the zoning ordinance, conditions of zoning approval, and the regulations of the city, Barrow and/or Gwinnett County departments, and state agencies as appropriate. The city council shall have final authority to determine the applicability of any and all comments under these development regulations, the zoning ordinance or conditions of zoning approval.
  - *Staff has reviewed the final plat for compliance with the above-referenced regulations, and ordinances and finds it to be **compliant**.*

**COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION:**

Staff recommends **approval** of the final plat for Trinity Station, as the subject plat satisfied all applicable codes and ordinances.



CITY OF AUBURN COMMUNITY DEVELOPMENT DEPARTMENT  
1 Auburn Way, Auburn, Ga 30011  
Phone: 770-963-4002  
[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

APPLICATION FOR FINAL PLAT APPROVAL  
(Major Subdivision)

**Applicant Info:**

Applicant: JEREMY COCHRAN  
Address: 147 REINHARDT COLLEGE PKWY, SUITE 3, CANTON GA 30114  
Phone: 770-424-7168 EXT. 1508 Email: jcochran@gaskinslecrew.com

**Property Owner Info:** (if different from applicant)

Owner: TPG AG EHC SD (SDH) MULTI STATE 1, LLC, DELAWARE LIMITED LIABILITY COMPANY  
Address: 8585 E. HARTFORD DR., SUITE 118, SCOTTSDALE AZ 85255  
Phone: 678-646-3381 Email: DSCHMID@SMITHDOUGLAS.COM

**Property Info:**


Tax Map and Parcel No: AU10 006A

Address (if one has been assigned):

101 MT. MORIAH RD. AUBURN, GA 30011


Acreage: 14.08 AC Existing Zoning RM-8 (PS2400207) Proposed Use SINGLE FAMILY TOWNHOMES

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Barrow and/or Gwinnett County.

Signature of Property Owner:   
Steven S. Benson, Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC SD (SDH) Multi State 1, LLC

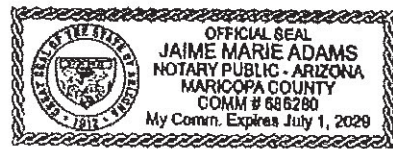
I authorize the person named below to act as applicant in the pursuit of this application:

Name of Applicant: JEREMY COCHRAN

Signature of Applicant: 

Property Owner personally appeared before me this 11 day of MARCH.

 My Commission expires 07-01-2029  
Notary Public



To complete your application, attach/submit the following in addition to this completed form:

**MAJOR SUBDIVISION:**

- Application fee:** \$1500 FOR MJOR SUBDIVISION AND \$800.00 FOR MINOR SUBDIVISION.  
NOTE: CAN PAY BY COMPANY CREDIT CARD
- Plat:** Submit 1 copies of the final plat plus one (1) digital copy. Checklist of items is provided below for final plats of major subdivisions. NOTE:PAPER COPIES WILL BE SENT BY MAIL
- Letter:** Letter certifying that all required improvements have been constructed and meet the specifications of the City. NOTE: DEVELOPER TO PROVIDE WHEN READY
- Letter:** A letter from the applicable electricity service company indicating that service points for individual lots and street lights have been installed. NOTE: DEVELOPER TO PROVIDE WHEN READY
- Payment for signs and striping:** Payment for materials and installation of traffic signs and street name signs in an amount determined by the City. NOTE: DEVELOPER TO PROVIDE WHEN READY
- Homeowners' Association and covenant documents** (two copies) NOTE: DEVELOPER TO PROVIDE WHEN READY
- Financial Surety:** A bond, letter of credit, other approved financial surety providing for the maintenance of all improvements for 18 months or until 75% of the buildings in the subdivision receive a certificate of occupancy, in the amount of 20% of the actual costs of construction of improvements to be dedicated as shown on as-built surveys. NOTE: DEVELOPER TO PROVIDE WHEN READY
- As-built drawings** of improvements (2 hard copies and 1 digital copy)  
WILL PROVIDE WHEN READY

**SPECIFICATIONS:**

- Name of the subdivision, unit number, tax map page, parcel numbers, Georgia militia district.
- Developer name and contact info
- Owner name and contact info
- Surveyor name, contact info, certificate of authorization number, registration number, seal
- Date of plat and revision dates or block for revisions
- Scale (graphic)
- North Arrow
- Point of beginning and point of reference
- Names of adjoining subdivisions and property owners
- Roads: Adjacent streets, roads, or other rights-of-way, and the width and the former widths, if pertinent, of rights-of-way adjacent to or crossing the property.
- Water. All water boundaries

- Easements: The width and the former widths, if pertinent, of easements adjacent to or within the property.
- Encroachments and cemeteries: Apparent encroachments and observed evidence of any cemeteries or burial grounds.
- Metes and bounds bearings and distances and areas of boundary and lots
- Equipment reference
- Closure precision statement
- Monuments: must be set at all boundaries. All monuments found set or replaced.
- Monument specifications
- Street names
- Location sketch or vicinity map
- Road centerlines, pavement widths, and radii
- Lot and block identifiers
- Addresses for each lot NOTE: NEED ADDRESSES FROM COUNTY ASSIGNING AGENT- THESE HAVE BEEN APPLIED FOR
- Lot setbacks
- Flood hazard area note
- Dedications and common areas
- Private covenants. Statement and reference, if any. NOTE: DEVELOPER TO PROVIDE WHEN READY
- Surveyor certification box, as follows:**

"As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67."

The land surveyor shall sign on a line immediately beneath the certification.

**Owner's Certification**

(State of Georgia)

(County of Barrow and/or Gwinnett)

"The owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and dedicated by this declaration to the use of the public forever all streets, sewer collectors, lift stations, drains, easements, and other public facilities and appurtenances thereon shown, and transfers ownership of all public use areas in fee simple by deed, for the purposes therein expressed."

The owner shall sign on a line immediately beneath the certification.

**Final Plat approval**

"I hereby certify that the subdivision plat shown hereon has been found to comply with the Zoning Ordinance and Subdivision Regulations of the City of Auburn, Georgia, and that it has been approved by the City of Auburn for recording in the Office of the Clerk of Superior Court of Barrow and/or Gwinnett County."

City of Auburn Planner/Engineer shall sign on a line immediately beneath the certification.

- Health Department certification** and any additional notes (for subdivisions served by septic tanks)    NOTE: NOT APPLICABLE-SITE HAS PUBLIC SEWER SERVICE

- Certificate of dedication**    NOTE: NOT APPLICABLE-SITE HAS PRIVATE STREETS

"The owner dedicates to the public use forever the street right of way(s) and/or other public dedications shown on this plat, as follows:

Street right-of-way(s): \_\_\_\_\_ linear feet and \_\_\_\_\_ acres.

Other: \_\_\_\_\_ acres

A dedication is not final until acceptance of the warranty deed by resolution of the City Council."

The owner shall sign on a line immediately below, signed, sealed and delivered in the presence of a Notary Public.

- Engineer's utility certificate:** If subdivision involves water and/or sewer lines to be dedicated, add the following note:

"The civil engineer responsible for the design and oversight of construction of water and/or sewer lines within this subdivision to be dedicate, hereby certifies that said water and/or sewer lines have been constructed and inspected as being in accordance with the standard specifications of the utility provider(s) and the requirements of the City of Auburn (or Barrow County as applicable).

**Utility dedication:**

"The owner hereby dedicates to the City of Auburn forever the water lines within easements or within street rights-of-way(s) shown on this plat, as follows.

Water lines: \_\_\_\_\_ linear feet

The owner shall sign on a line immediately below, signed, sealed, and delivered in the presence of a Notary Public.

- Add note:** "The City of Auburn assumes no responsibility for overflow or erosion of natural or artificial drains beyond the extent of the street right-of-way or for the extension of culverts beyond the point shown on the approved and recorded subdivision plat."

**Final Plat approval:**

"The Mayor of the City of Auburn, Georgia, certifies that this plat complies with the City of Auburn Zoning Ordinance, and the City of Auburn development regulations, and has been approved by all other affected city, county, or state departments, as appropriate, and the City Council of the City of Auburn. the Mayor hereby accepts on behalf of the City of Auburn the dedication of all public right-of-way and easements, and public water, sewer, storm drainage, and other public facilities and appurtenances shown thereon, subject to ratification by the City Council of the City of Auburn. This plat is approved, subject to the provisions and requirements of the development performance and maintenance agreement executed for this project between the owner and the City of Auburn."

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Mayor, City of Auburn

## FINAL PLAT SUBMISSION AND APPROVAL PROCEDURES

1. Upon completion of the project as authorized, the developer/subdivider will submit a final plat, along with all other supporting documents.
2. The City Planner will notify the applicant within 30 days of the formal submittal of the final plat, along with any written comments. The City Council shall have final authority to determine the applicability of any and all comments.
3. The City may not approve any final plat where any lot would present a particularly severe and unusual difficulty for construction of a building, which would clearly require a variance to be usable, or which is unbuildable due to the presence of floodplain, unusual configuration, lack of health department approval, or for any other justified reason. Certain lots which appear to require further study or additional information before a building permit is issued, but which can be reasonably addressed and overcome, may be included in the plat with the appropriate notation of the steps necessary to allow issuance of a building permit.
4. Final approval by the City shall not be shown on the final plat until all requirements and applicable regulations have been met, and the City has received a completed request for approval of the final plat and an executed development performance and maintenance agreement.
5. The agreement shall be accompanied by a bond, letter of credit, or other acceptable surety providing for the maintenance of all installations and improvements required by these regulations in the subdivision for a period not to exceed 18 months following the date of approval of the final plat of subdivisions.
6. For those improvements not yet completed, a performance bond shall be filed by the subdivider with the development performance and maintenance agreement.
7. The developer shall submit payment for materials for the installation of traffic control and street name signs prior to approval of the final plat. A performance surety may be posted with the City covering the not completed requirements provided a schedule of completion is acceptable to the City.
8. Once all other affected departments and agencies have certified compliance and signed the route sheet, and the City Council has approved the final plat, the Mayor shall certify, by his/her signature, that the final plat meets the requirements for approval.
9. Once the plat has been certified, the City shall authorize it to be recorded with Clerk of Superior Court of Barrow and/or Gwinnett County. Deeds to lands dedicated to the City in fee simple, or to a HOA, shall be recorded along with the plat.

**LEXON INSURANCE COMPANY**

**MAINTENANCE BOND**

Bond No. LICX1988954

KNOW ALL MEN BY THESE PRESENTS: That we, SDH Atlanta LLC, of Cherokee County, State of Georgia as Principal and Lexon Insurance Company as Surety, are held and bound unto the City of Auburn, Georgia in the sum of \$ 179,420.00 lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that

WHEREAS, said Final Plat is to be approved by the Director of Community Development and the City Engineer under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Auburn and conditioned that the Principal shall well and truly maintain all streets, right-of-ways, and drainage facilities shown on said Final Plat in accordance with standard requirements of the City of Auburn in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with the City of Auburn, dated the 26 day of March, 20 26, in which Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled TRINITY STATION, all streets shown on said plat and all drainage facilities shall be maintained in accordance with the standards aforesaid for a period of months; and

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to the City of Auburn of a sum not to exceed \$ 179,420.00, for the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Auburn.

SIGNED, SEALED AND DELIVERED THIS 9th day of April, 20 26 in the presence of:

Attest:

[Signature]  
Corporate Secretary

SDH Atlanta LLC  
[Signature] (Seal)  
Principal

Lexon Insurance Company  
[Signature] (Seal)  
Surety James I. Moore, Attorney-in-fact

**BMP MAINTENANCE BOND CALCULATION (ATTACHMENT "G")**

$(\$20/\text{CY}) \times (\% \text{ Impervious}) \times \text{Drainage Area (ac)} \times 1" \times 134.44 \text{ CY/Ac-in}$

---

Or

$\frac{1}{2}$  the construction cost of the BMP

---

Whichever is greater

\*Please show both calculations (attach extra sheets if necessary)

TREE PRESERVATION: Cost of Tree Installation x 95,000 x 5% = \$ 4,750

CURB & GUTTER: \$8.00/LIN. FT. x 4,896 LIN. FT. x 30% = \$ 11,750.00

PAVING: \$27.00/SQ. YD. x 6,800 SqYrd x 30% = \$ 55,080

STORM DRAINAGE INSTALL COST: \$410,761.00 x 15% = \$ 61,614.00

DETENTION POND: \$2,500.00 Each x 1 = \$ 2,500.00

SIDEWALK: \$6.00/SQ. FT. x 913 SQ. YD. x 30% = \$ 1,614.00

DECEL LANE: \$25.00/SQ. YD. x 375 SQ. YD. x 30% = \$ 2,812.00

\*EROSION CONTROL: \$3000.00/DIST. AC x 13.1 ACRES = \$ 39,300

**TOTAL: = \$ 179,420.00**

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On April 9, 2026 before me, Lisa C. Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James J. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, January 9, 2030

  
Lisa C. Marotta, Notary Public





KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariesse M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard M Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of April, 2026.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-int.com

Telephone: 615-553-9500 Mailing Address: Sompo International, 12890 Lebanon Road; Mount Juliet, TN 37122-2870

LEXON INSURANCE COMPANY

PERFORMANCE BOND

Bond No. LICX1988955

KNOW ALL MEN BY THESE PRESENTS: That we, SDH Atlanta LLC, of Cherokee County, State of Georgia as Principal and Lexon Insurance Company as Surety, are held and bound unto the City of Auburn, Georgia in the sum of \$ 225,973.45 lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that

WHEREAS, said Final Plat is to be approved by the Director of Community Development and the City Engineer under the terms that a bond is required of said Principal and good and sufficient surety payable to the City of Auburn and conditioned that the Principal shall well and truly maintain all streets, right-of-ways, and drainage facilities shown on said Final Plat in accordance with standard requirements of the City of Auburn in force as of the date of said approval; and

WHEREAS, the Principal has entered into a Development Performance and Maintenance Agreement with the City of Auburn, dated the 26 day of March, 20 26, in which Principal agrees and warrants, that as a condition precedent to approval of the plat subdividing certain property of the Principal entitled TRINITY STATION, all streets shown on said plat and all drainage facilities shall be maintained in accordance with the standards aforesaid for a period of months; and

WHEREAS, this agreement shall be governed by the laws of the State of Georgia.

NOW THEREFORE, if the Principal shall well and truly perform the terms and conditions of said contract, then this obligation shall be void, otherwise, to remain in full force and effect. Upon failure of the Principal in the performance of the terms and conditions of said contract, then the Surety shall be liable in payment to the City of Auburn of a sum not to exceed \$ 225,973.45, for the cost of completing the terms and conditions set forth under the contract entered by the Principal with the City of Auburn.

SIGNED, SEALED AND DELIVERED THIS 9th day of April, 20 26 in the presence of:

Attest: [Signature] Corporate Secretary

SDH Atlanta LLC [Signature] (Seal) Principal Lexon Insurance Company [Signature] (Seal) Surety James I. Moore, Attorney-in-fact







**BMP MAINTENANCE BOND CALCULATION (ATTACHMENT "G")**

(\$20/CY) X (% Impervious) X Drainage Area (ac) x 1" x 134.44 CY/Ac-in

---

Or

½ the construction cost of the BMP

---

Whichever is greater

\*Please show both calculations (attach extra sheets if necessary)

**PAVING/TOPPING: Installation Cost \$79,799.50 x 110% = \$ 87,779.45**

**OTHER Sidewalk : 7200 SF x \$0.93 x 110% = \$ 7,365.50**

**OTHER Tree Recompense : \$95,075.00 x 110% = \$ 104,582.50**

**OTHER Entrance Landscaping : 23,860 x 110% = \$ 26,246.00**

**SUB-TOTAL: = \$ 225,973.45**

**Surety Amount: = \$ 225,973.45**

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On April 9, 2026 before me, Lisa C. Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, January 9, 2030

  
Lisa C. Marotta, Notary Public





KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ("EAC"), Endurance American Insurance Company, a Delaware corporation ("EAIC"), Lexon Insurance Company, a Texas corporation ("LIC"), and/or Bond Safeguard Insurance Company, a South Dakota corporation ("BSIC"), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarlese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 3/9/27

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:

\*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,

and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 9th day of April, 2026.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

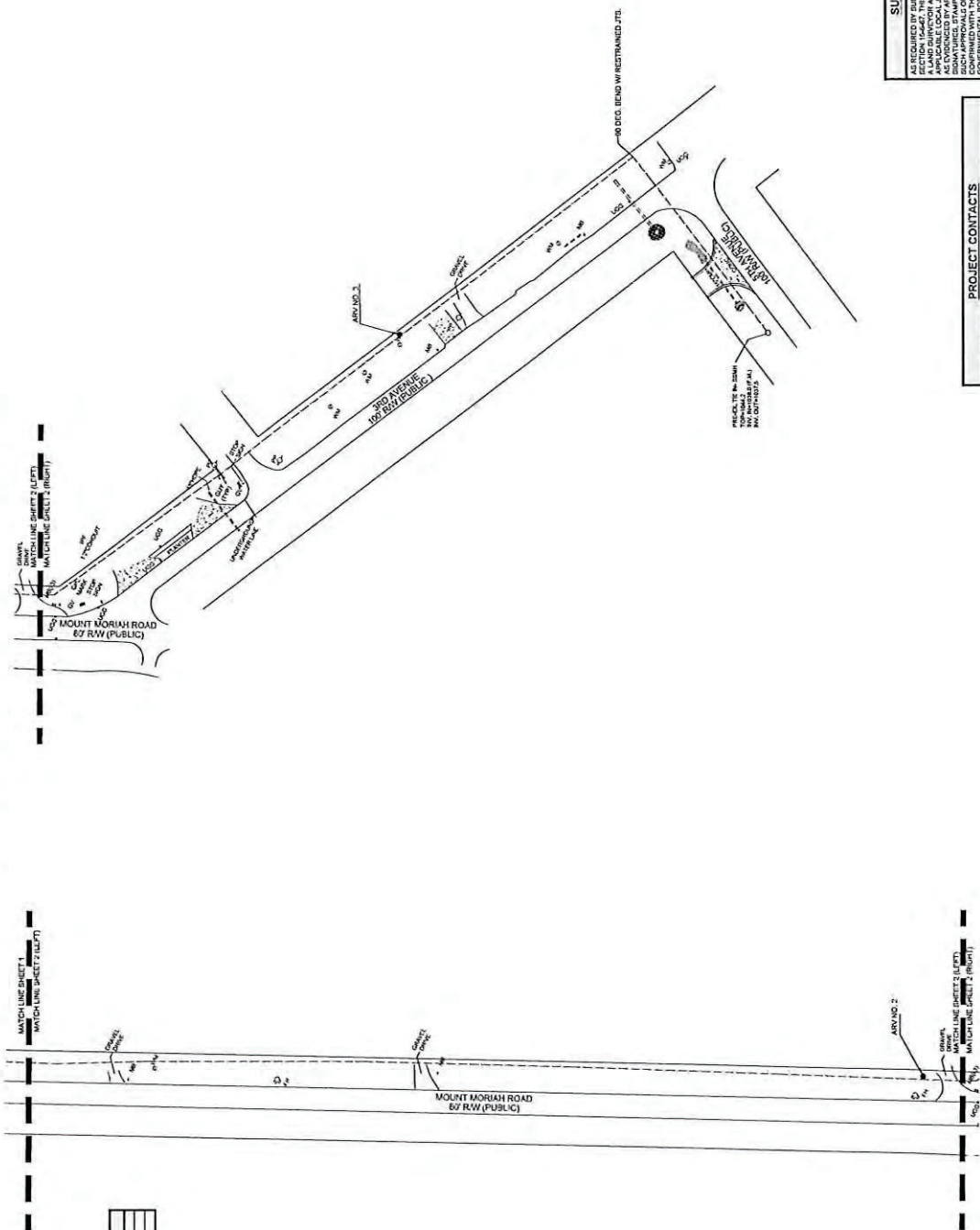
Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



# OFFSITE FORCE MAIN DETAILS



**GASKINS & LECRAW**  
 9205 GARDNER LANE, SUITE 100  
 ALBUQUERQUE, NM 87123  
 PHONE: 505-261-1100  
 FAX: 505-261-1101  
 WWW.GASKINS-LECRAW.COM

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

TRINITY STATION  
 GVD 1742  
 CITY OF ALBUQUERQUE  
 BAYLOR COUNTY, GEORGIA

SANITARY SEWER AS-BUILT FOR

**811**  
 MyCallBeforeYouDig  
 Call before you dig.

SCALE: 3" = 1' NORTH ARROW

DATE: 10/20/2016  
 TIME: 10:00 AM  
 DRAWN BY: JLD  
 CHECKED BY: JLD  
 SURVEY INFO:  
 PROJECT: 16000000000000000000  
 SHEET: 1-4-16  
 TOTAL SHEETS: 16

**SURVEYORS CERTIFICATION**

AS REQUIRED BY GEORGIA REGS. C.S. 3-2-1, SECTION 16467, THIS PLAN HAS BEEN PREPARED BY A LICENSED SURVEYOR AND IS SUBJECT TO THE JURISDICTION OF THE BOARD OF SURVEYING AND MAPPING. SUCH APPROVAL OR AFFIRMATION SHOULD BE GOVERNED BY THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. THE SURVEYOR CERTIFIED THAT THIS PLAN COMPLETES THE REQUIREMENTS OF THE BOARD OF SURVEYING AND MAPPING OF GEORGIA AS SET FORTH IN THE PROFESSIONAL LAND SURVEYING ACT AND AS SET FORTH IN O.C.G.A. SECTION 3-2-1.

**UNITA COLLEY**  
 3000205  
 GEORGIA REGISTERED LAND SURVEYOR NO. 3471

**PROJECT CONTACTS**

<b>PROJECT ENGINEER</b> TRINITY STATION 1742 GARDNER LANE, SUITE 100 ALBUQUERQUE, NM 87123 PHONE: 505-261-1100 FAX: 505-261-1101 WWW.GASKINS-LECRAW.COM	<b>PROJECT SURVEYOR</b> UNITA COLLEY 3000205 GEORGIA REGISTERED LAND SURVEYOR NO. 3471
<b>24 HR CONTACT</b> DAN LECRAW 9205 GARDNER LANE, SUITE 100 ALBUQUERQUE, NM 87123 PHONE: 505-261-1100 FAX: 505-261-1101 WWW.GASKINS-LECRAW.COM	<b>PROJECT CONTACTS</b> TRINITY STATION 1742 GARDNER LANE, SUITE 100 ALBUQUERQUE, NM 87123 PHONE: 505-261-1100 FAX: 505-261-1101 WWW.GASKINS-LECRAW.COM

**SYMBOL LEGEND**

(Symbol)	EXISTING SANITARY SEWER
(Symbol)	PROPOSED SANITARY SEWER
(Symbol)	PROPERTY LINE
(Symbol)	RIGHT-OF-WAY

This document, together with the drawings and design professional's seal, is an instrument of service. It is to be used only for the specific project and site for which it was prepared. It is not to be used for any other project or site without the written consent of the design professional. It is the property of Gaskins & Lecraw, Inc. and shall remain the property of Gaskins & Lecraw, Inc. if it is used for any other project or site without the written consent of Gaskins & Lecraw, Inc.

**GASKINS + LECRAW**  
 SURVEYORS & ENGINEERS  
 1000 W. UNIVERSITY AVENUE, SUITE 100  
 ATLANTA, GEORGIA 30303  
 PHONE: 404.525.1100  
 FAX: 404.525.1101  
 WWW.GASKINSLECRRAW.COM

REVISIONS:

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

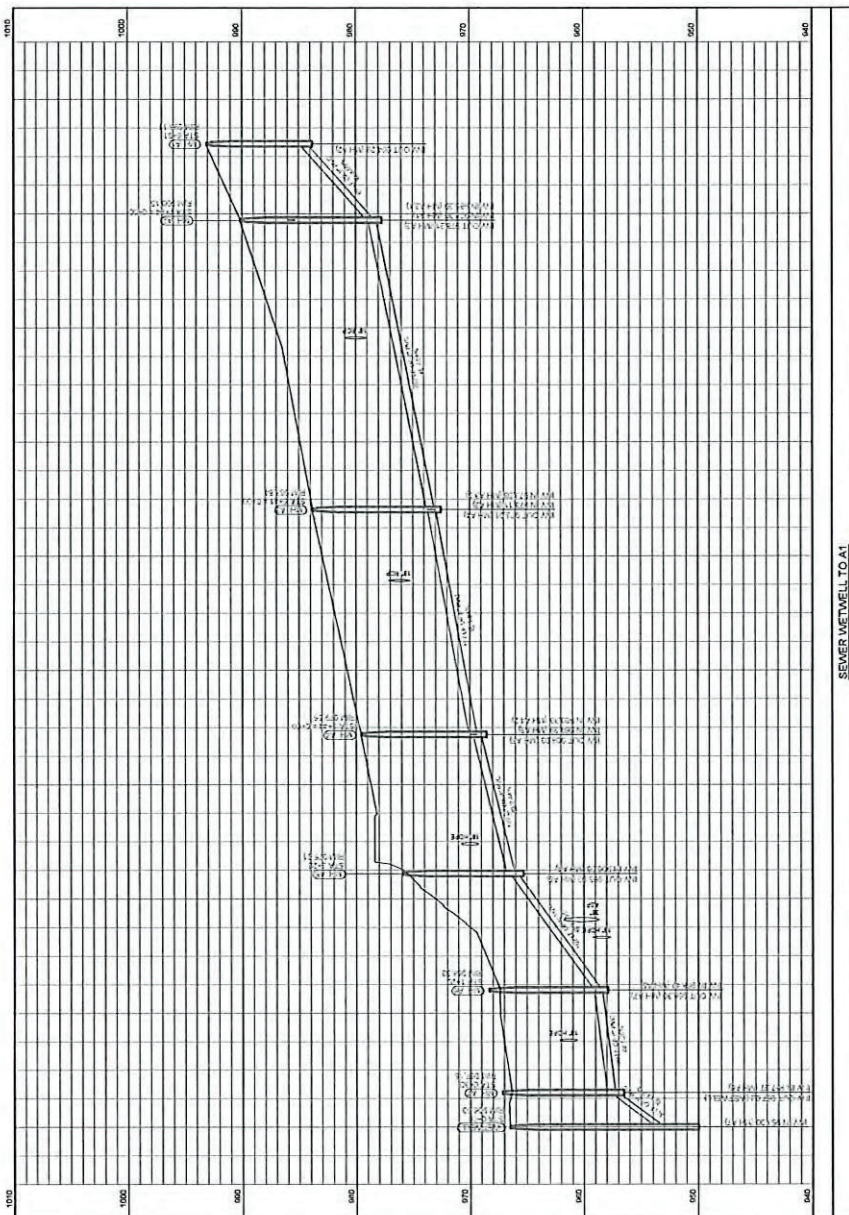
SAINTARY SEWER ASBUILT PROFILES FOR  
 TRINITY STATION  
 GVD 1742  
 BARTOW COUNTY, GEORGIA

**811**  
 Know what's below.  
 Call before you dig.

PROFILING SCALES  
 HORIZONTAL SCALE  
 SCALE 1" = 40'  
 VERTICAL SCALE  
 SCALE 1" = 4'

SURVEY INFO:  
 PROJECT: SAINTARY SEWER ASBUILT PROFILES FOR TRINITY STATION  
 PREPARED BY: GASKINS + LECRAW  
 DATE: 08/20/2018  
 DRAWN BY: GSK/ML

SAINTARY SEWER PLAN  
**3 OF 5**



SEWER METWELL TO A1

**PROJECT CONTACTS**

**PROJECT ENGINEER**  
 TONY GASKINS, P.E.  
 1000 W. UNIVERSITY AVENUE, SUITE 100  
 ATLANTA, GEORGIA 30303  
 PHONE: 404.525.1100  
 FAX: 404.525.1101  
 WWW.GASKINSLECRRAW.COM

**PROJECT SURVEYOR**  
 DAVID SCOW  
 1000 W. UNIVERSITY AVENUE, SUITE 100  
 ATLANTA, GEORGIA 30303  
 PHONE: 404.525.1100  
 FAX: 404.525.1101  
 WWW.GASKINSLECRRAW.COM

**SURVEYORS' CERTIFICATION**

AS REQUIRED BY REGULATION 11C-3-1, SECTION 16-427, THIS PLAN HAS BEEN PREPARED BY A LICENSED SURVEYOR IN ACCORDANCE WITH THE PROFESSIONAL SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. THE SURVEYOR'S CERTIFICATION IS VALID FOR THE PROJECT AND THE DATE OF THE SURVEY. THE SURVEYOR'S CERTIFICATION IS VALID FOR THE PROJECT AND THE DATE OF THE SURVEY.

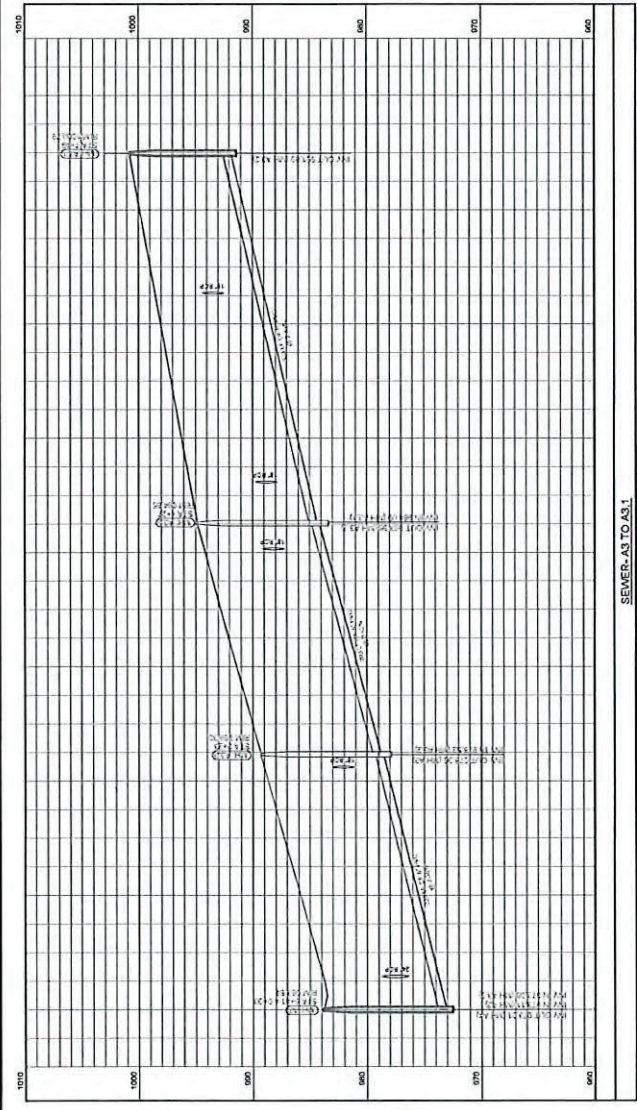
**3471**  
 SURVEYOR'S SEAL

DAVID SCOW  
 SURVEYOR  
 08/20/2018

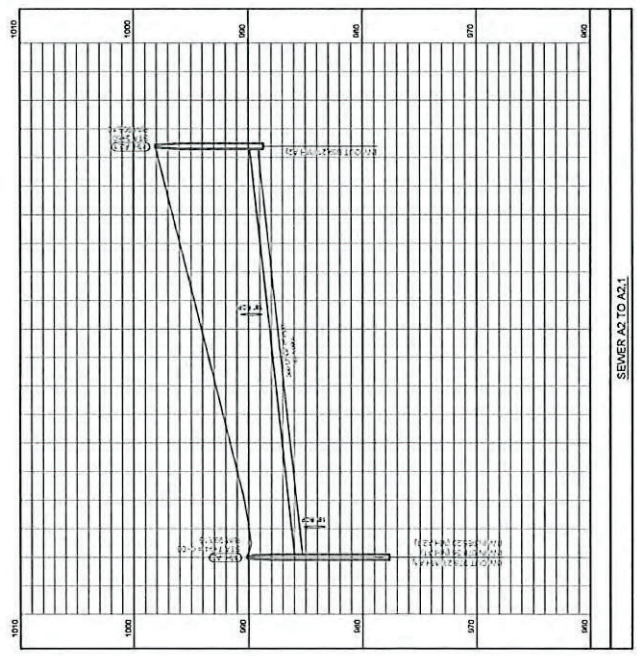
CLINTON K. COULTER  
 GEORGIA REGISTERED LAND SURVEYOR NO. 3471

DATE OF THE SURVEY: 08/20/2018  
 TIME OF THE SURVEY: 10:00 AM

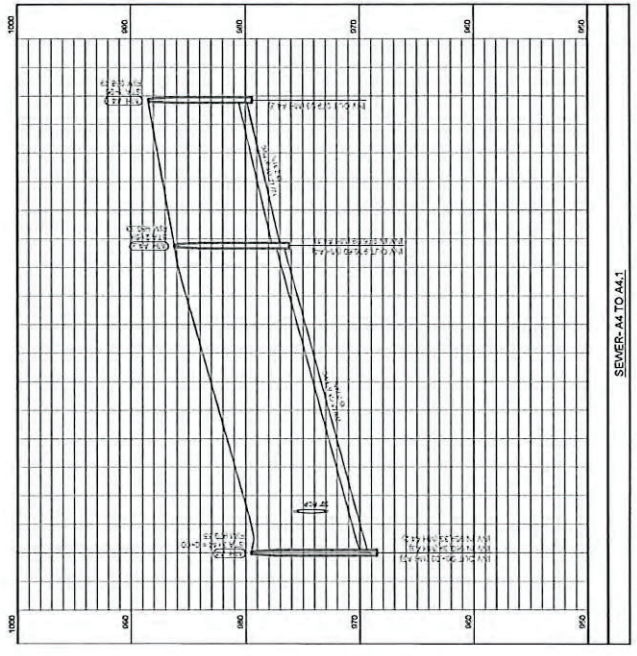
This document, together with the drawings and design presented herein, is a representation of the work of the engineer and shall be used only for the specific purpose and shall not be used for any other purpose. The engineer shall be held liable for the work presented. The engineer shall be held liable for the work presented.



SEWER-A3 TO A3.1



SEWER-A2 TO A2.1



SEWER-A4 TO A4.1

**GASKINS + LECRAW**  
 SURVEYORS & ENGINEERS  
 1475 W. BURNING WOOD DRIVE  
 SUITE 100  
 CHARLOTTE, NC 28215  
 PHONE: 770.879.8888  
 FAX: 770.879.8889  
 LICENSE NO. 12573  
 LICENSE EXPIRES 12/31/14

REVISIONS:

NO.	DATE	DESCRIPTION
1	11/11/14	ISSUED FOR PERMIT
2	11/11/14	REVISED TO SHOW CONSTRUCTION DETAILS
3	11/11/14	REVISED TO SHOW CONSTRUCTION DETAILS
4	11/11/14	REVISED TO SHOW CONSTRUCTION DETAILS
5	11/11/14	REVISED TO SHOW CONSTRUCTION DETAILS

SANITARY SEWER ASBUILT PROFILES FOR  
 TRINITY STATION  
 CIVIL 1742  
 CITY OF ALBURN  
 BARROW COUNTY, GEORGIA



PROFILER SCALES

HORIZONTAL SCALE: 1" = 20'

VERTICAL SCALE: 1" = 4'

PROFILER INFO:

DATE: 11/11/14

PROJECT: TRINITY STATION

SCALE: 1" = 4'

AS SURVEYOR FOR

DATE: 11/11/14

PROJECT: TRINITY STATION

SCALE: 1" = 4'

AS SURVEYOR FOR

**PROJECT CONTACTS**

**PROJECT ENGINEER**  
 TRINITY STATION PROJECT, LLC  
 1475 W. BURNING WOOD DRIVE  
 SUITE 100  
 CHARLOTTE, NC 28215  
 PHONE: 770.879.8888  
 FAX: 770.879.8889  
 LICENSE NO. 12573  
 LICENSE EXPIRES 12/31/14

**PROJECT SURVEYOR**  
 SURVEYORS & ENGINEERS  
 1475 W. BURNING WOOD DRIVE  
 SUITE 100  
 CHARLOTTE, NC 28215  
 PHONE: 770.879.8888  
 FAX: 770.879.8889  
 LICENSE NO. 12573  
 LICENSE EXPIRES 12/31/14

**SURVEYOR'S CERTIFICATION**

AS REQUIRED BY SUBSECTION 66-0-2 C.C.A. SECTION 14-6-7, THIS PLAN HAS BEEN PREPARED BY APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AND CONSTRUCTION OF THE PROJECT. THE SURVEYOR'S CERTIFICATION SHALL BE VALID FOR THE PROJECT AND SHALL BE VALID FOR THE PROJECT AND SHALL BE VALID FOR THE PROJECT.

**CLINTON K. COULTER**  
 SURVEYOR FOR GEORGIA  
 LICENSE NO. 3060206  
 DATE: 11/11/14

CITY OF ALBURN COUNTY RECORDING INFORMATION

This document, together with the contracts and design professional fees, is a statement of work, is intended only for the specific project and shall be void if used for any other purpose. Review of all engineer's plans and specifications shall be the responsibility of the client. No liability shall be assumed by Gaskins + Lecraw, Inc. for any errors or omissions in this document. Gaskins + Lecraw, Inc. is not responsible for any errors or omissions in this document. Gaskins + Lecraw, Inc. is not responsible for any errors or omissions in this document. Gaskins + Lecraw, Inc. is not responsible for any errors or omissions in this document.





**GASKINS + LECRAW**  
 5208 GARLAND - LECRAW, INC.  
 17815 W. WOODBURN  
 SUITE 200 - ATLANTA, GA 30328  
 PHONE: 770.476.6666  
 FAX: 770.476.6671  
 WWW.GASKINSLECRRAW.COM

REVISIONS:

NO.	DATE	DESCRIPTION

TRINITY STATION  
 GMD 1742  
 BARROW COUNTY, GEORGIA

STORM SEWER ASSESSMENT PROFILES FOR



CALL BEFORE YOU DIG

PROFILES SCALES:  
 HORIZONTAL SCALE: 1" = 40'  
 VERTICAL SCALE: 1" = 4'

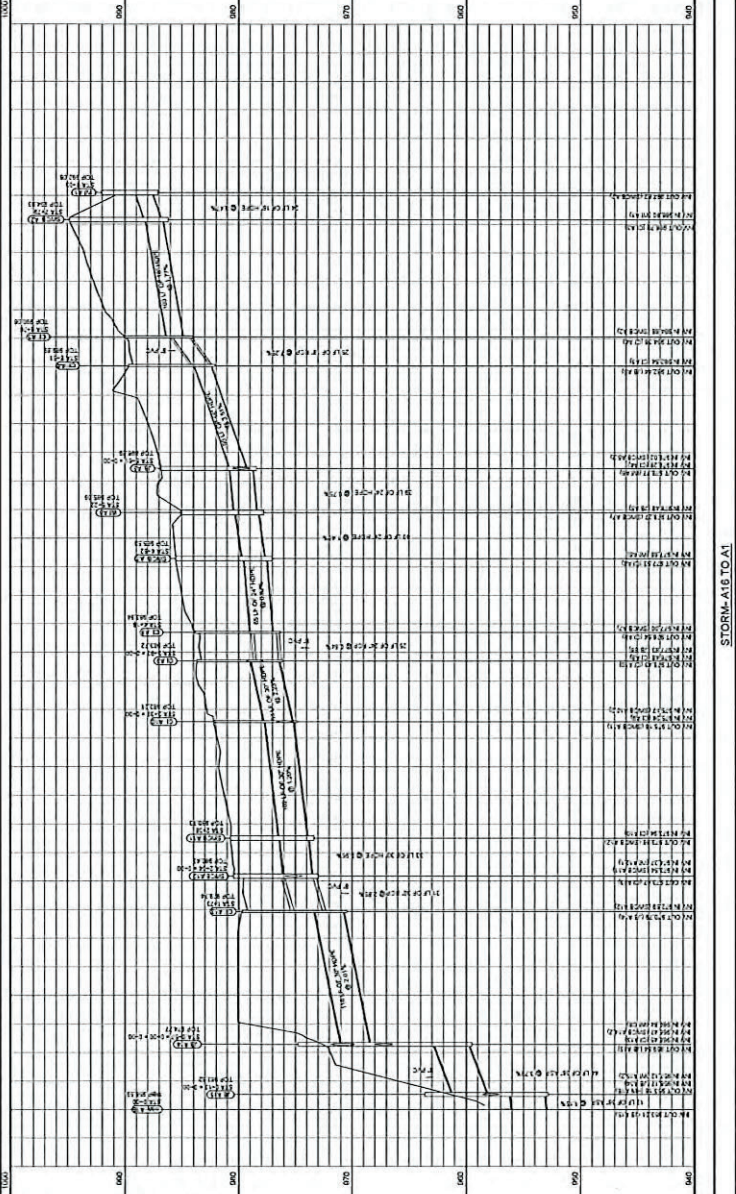
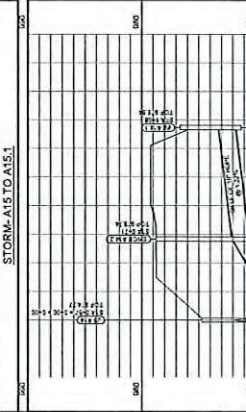
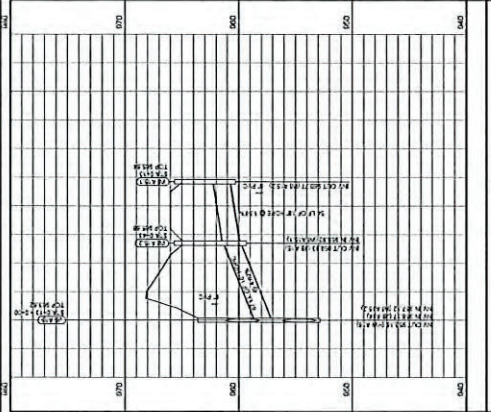
SURVEY INFO:  
 SURVEY DATE: 10/20/2010  
 SURVEYOR: GASKINS + LECRAW, INC.  
 DRAWN BY: J. GASKINS

SHEET TITLE  
**2 OF 4**

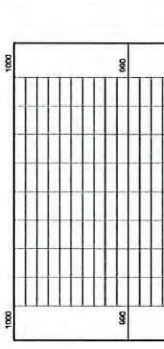


**SURVEYOR'S CERTIFICATION**  
 AS REQUIRED BY SUBSECTION 16-0-0, O.C.G.A., I HAVE PERSONALLY AND INDEPENDENTLY CONDUCTED A SURVEY OF THE LAND SHOWN ON THIS PLAN AND APPROVED BY ALL NECESSARY STATEMENTS, STAMPS, OR STATEMENTS PERIODICALLY RECORDED IN THE PUBLIC RECORDS. I HAVE CONFIRMED WITH THE APPROPRIATE AGENCIES THE ACCURACY OF THE DATA AND THE USE OF ANY INSTRUMENTS AND METHODS EMPLOYED IN THE SURVEY. I CERTIFY THAT THIS PLAN COMplies WITH THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF SURVEYING IN THE STATE OF GEORGIA AND THE RULES AND REGULATIONS OF THE GEORGIA SURVEYING BOARD. I AM A LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR AS SET FORTH IN O.C.G.A., SECTION 16-0-0.

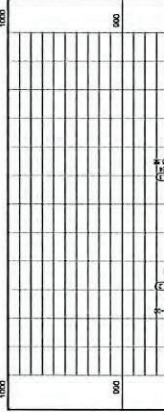
Linda Carter  
 34271  
 GEORGIA LICENSED LAND SURVEYOR NO. 34171



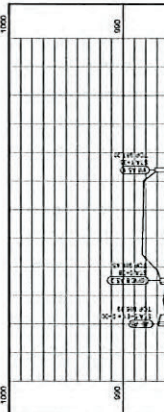
STORM-A18 TO A18.1



STORM-A12 TO A12.1



STORM-A10 TO A10.1



STORM-A5 TO A5.1

CITY OF ALBANY  
 PLANNING DEPARTMENT  
 100 N. ALBANY ST., 3RD FLOOR  
 ALBANY, GA 31701

This document, together with the drawings and designs presented herein, is a submission of plans, as a condition of contract, to the City of Albany for the purpose of construction. It is the responsibility of the City of Albany to verify the accuracy of the information contained herein. Gaskins + Lecraw, Inc. shall be held liable for the accuracy of the information contained herein.









# Barrow County Planning and Community Development

30 N Broad Street, Winder, GA 30680

The address(es) listed below are active and are registered with Emergency Services

Parcel Number	Street Number	Pre-Directional	Prefix Type	Street Name	Street Type	Post Directional	Unit	City	State	ZIP	Comments	Municipality
405				EVEREST	WAY			AUBURN	GA	30011	53	AUBURN
409				EVEREST	WAY			AUBURN	GA	30011	54	AUBURN
413				EVEREST	WAY			AUBURN	GA	30011	55	AUBURN
417				EVEREST	WAY			AUBURN	GA	30011	56	AUBURN
421				EVEREST	WAY			AUBURN	GA	30011	57	AUBURN
425				EVEREST	WAY			AUBURN	GA	30011	58	AUBURN
429				EVEREST	WAY			AUBURN	GA	30011	59	AUBURN
437				EVEREST	WAY			AUBURN	GA	30011	60	AUBURN
441				EVEREST	WAY			AUBURN	GA	30011	61	AUBURN
445				EVEREST	WAY			AUBURN	GA	30011	62	AUBURN
449				EVEREST	WAY			AUBURN	GA	30011	63	AUBURN
453				EVEREST	WAY			AUBURN	GA	30011	64	AUBURN
457				EVEREST	WAY			AUBURN	GA	30011	65	AUBURN
461				EVEREST	WAY			AUBURN	GA	30011	66	AUBURN
504				NEVIS	CT			AUBURN	GA	30011	97	AUBURN
508				NEVIS	CT			AUBURN	GA	30011	98	AUBURN
512				NEVIS	CT			AUBURN	GA	30011	99	AUBURN
516				NEVIS	CT			AUBURN	GA	30011	100	AUBURN
520				NEVIS	CT			AUBURN	GA	30011	101	AUBURN
524				NEVIS	CT			AUBURN	GA	30011	102	AUBURN
528				NEVIS	CT			AUBURN	GA	30011	103	AUBURN
532				NEVIS	CT			AUBURN	GA	30011	104	AUBURN
604				PISGAH	TRL			AUBURN	GA	30011	91	AUBURN
605				PISGAH	TRL			AUBURN	GA	30011	79	AUBURN
608				PISGAH	TRL			AUBURN	GA	30011	90	AUBURN
609				PISGAH	TRL			AUBURN	GA	30011	80	AUBURN
612				PISGAH	TRL			AUBURN	GA	30011	89	AUBURN
613				PISGAH	TRL			AUBURN	GA	30011	81	AUBURN
616				PISGAH	TRL			AUBURN	GA	30011	88	AUBURN
617				PISGAH	TRL			AUBURN	GA	30011	82	AUBURN
620				PISGAH	TRL			AUBURN	GA	30011	87	AUBURN
621				PISGAH	TRL			AUBURN	GA	30011	83	AUBURN
625				PISGAH	TRL			AUBURN	GA	30011	84	AUBURN
629				PISGAH	TRL			AUBURN	GA	30011	85	AUBURN
633				PISGAH	TRL			AUBURN	GA	30011	86	AUBURN
304				RANIER	LN			AUBURN	GA	30011	52	AUBURN
305				RANIER	LN			AUBURN	GA	30011	25	AUBURN
308				RANIER	LN			AUBURN	GA	30011	51	AUBURN
309				RANIER	LN			AUBURN	GA	30011	26	AUBURN
312				RANIER	LN			AUBURN	GA	30011	50	AUBURN
313				RANIER	LN			AUBURN	GA	30011	27	AUBURN





# Barrow County Planning and Community Development

30 N Broad Street, Winder, GA 30680

The address(es) listed below are active and are registered with Emergency Services

Parcel Number	Street Number	Pre-Directional	Prefix Type	Street Name	Street Type	Post Directional	Unit	City	State	ZIP	Comments	Municipality
316				RANIER	LN			AUBURN	GA	30011	49	AUBURN
317				RANIER	LN			AUBURN	GA	30011	28	AUBURN
320				RANIER	LN			AUBURN	GA	30011	48	AUBURN
321				RANIER	LN			AUBURN	GA	30011	29	AUBURN
324				RANIER	LN			AUBURN	GA	30011	47	AUBURN
325				RANIER	LN			AUBURN	GA	30011	30	AUBURN
328				RANIER	LN			AUBURN	GA	30011	46	AUBURN
329				RANIER	LN			AUBURN	GA	30011	31	AUBURN
336				RANIER	LN			AUBURN	GA	30011	45	AUBURN
337				RANIER	LN			AUBURN	GA	30011	32	AUBURN
340				RANIER	LN			AUBURN	GA	30011	44	AUBURN
341				RANIER	LN			AUBURN	GA	30011	33	AUBURN
344				RANIER	LN			AUBURN	GA	30011	43	AUBURN
345				RANIER	LN			AUBURN	GA	30011	34	AUBURN
348				RANIER	LN			AUBURN	GA	30011	42	AUBURN
349				RANIER	LN			AUBURN	GA	30011	35	AUBURN
352				RANIER	LN			AUBURN	GA	30011	41	AUBURN
353				RANIER	LN			AUBURN	GA	30011	36	AUBURN
356				RANIER	LN			AUBURN	GA	30011	40	AUBURN
357				RANIER	LN			AUBURN	GA	30011	37	AUBURN
360				RANIER	LN			AUBURN	GA	30011	39	AUBURN
361				RANIER	LN			AUBURN	GA	30011	38	AUBURN
108				TRINITY	DR			AUBURN	GA	30011	1	AUBURN
112				TRINITY	DR			AUBURN	GA	30011	2	AUBURN
116				TRINITY	DR			AUBURN	GA	30011	3	AUBURN
120				TRINITY	DR			AUBURN	GA	30011	4	AUBURN
124				TRINITY	DR			AUBURN	GA	30011	5	AUBURN
128				TRINITY	DR			AUBURN	GA	30011	6	AUBURN
132				TRINITY	DR			AUBURN	GA	30011	7	AUBURN
136				TRINITY	DR			AUBURN	GA	30011	8	AUBURN
140				TRINITY	DR			AUBURN	GA	30011	9	AUBURN
144				TRINITY	DR			AUBURN	GA	30011	10	AUBURN
148				TRINITY	DR			AUBURN	GA	30011	11	AUBURN
152				TRINITY	DR			AUBURN	GA	30011	12	AUBURN
156				TRINITY	DR			AUBURN	GA	30011	13	AUBURN
160				TRINITY	DR			AUBURN	GA	30011	14	AUBURN
164				TRINITY	DR			AUBURN	GA	30011	15	AUBURN
168				TRINITY	DR			AUBURN	GA	30011	16	AUBURN
169				TRINITY	DR			AUBURN	GA	30011	92	AUBURN
172				TRINITY	DR			AUBURN	GA	30011	17	AUBURN
173				TRINITY	DR			AUBURN	GA	30011	93	AUBURN





# Barrow County Planning and Community Development

30 N Broad Street, Winder, GA 30680

The address(es) listed below are active and are registered with Emergency Services

Parcel Number	Street Number	Pre-Directional	Prefix Type	Street Name	Street Type	Post Directional	Unit	City	State	ZIP	Comments	Municipality
	176			TRINITY	DR			AUBURN	GA	30011	18	AUBURN
	177			TRINITY	DR			AUBURN	GA	30011	94	AUBURN
	180			TRINITY	DR			AUBURN	GA	30011	19	AUBURN
	181			TRINITY	DR			AUBURN	GA	30011	95	AUBURN
	184			TRINITY	DR			AUBURN	GA	30011	20	AUBURN
	185			TRINITY	DR			AUBURN	GA	30011	96	AUBURN
	188			TRINITY	DR			AUBURN	GA	30011	21	AUBURN
	192			TRINITY	DR			AUBURN	GA	30011	22	AUBURN
	196			TRINITY	DR			AUBURN	GA	30011	23	AUBURN
	200			TRINITY	DR			AUBURN	GA	30011	24	AUBURN
	708			ELBRUS	DR			AUBURN	GA	30011	78	AUBURN
	712			ELBRUS	DR			AUBURN	GA	30011	77	AUBURN
	716			ELBRUS	DR			AUBURN	GA	30011	76	AUBURN
	720			ELBRUS	DR			AUBURN	GA	30011	75	AUBURN
	724			ELBRUS	DR			AUBURN	GA	30011	74	AUBURN
	728			ELBRUS	DR			AUBURN	GA	30011	73	AUBURN
	732			ELBRUS	DR			AUBURN	GA	30011	72	AUBURN
	736			ELBRUS	DR			AUBURN	GA	30011	71	AUBURN
	740			ELBRUS	DR			AUBURN	GA	30011	70	AUBURN
	744			ELBRUS	DR			AUBURN	GA	30011	69	AUBURN
	748			ELBRUS	DR			AUBURN	GA	30011	68	AUBURN
	752			ELBRUS	DR			AUBURN	GA	30011	67	AUBURN





# Barrow County Planning and Community Development

30 N Broad Street, Winder, GA 30680

The address(es) listed below are active and are registered with Emergency Services

Parcel Number	Street Number	Pre-Directional	Prefix Type	Street Name	Street Type	Post Directional	Unit	City	State	ZIP	Comments	Municipality
	176			TRINITY	DR			AUBURN	GA	30011	18	AUBURN
	177			TRINITY	DR			AUBURN	GA	30011	94	AUBURN
	180			TRINITY	DR			AUBURN	GA	30011	19	AUBURN
	181			TRINITY	DR			AUBURN	GA	30011	95	AUBURN
	184			TRINITY	DR			AUBURN	GA	30011	20	AUBURN
	185			TRINITY	DR			AUBURN	GA	30011	96	AUBURN
	188			TRINITY	DR			AUBURN	GA	30011	21	AUBURN
	192			TRINITY	DR			AUBURN	GA	30011	22	AUBURN
	196			TRINITY	DR			AUBURN	GA	30011	23	AUBURN
	200			TRINITY	DR			AUBURN	GA	30011	24	AUBURN
	708			ELBRUS	DR			AUBURN	GA	30011	78	AUBURN
	712			ELBRUS	DR			AUBURN	GA	30011	77	AUBURN
	716			ELBRUS	DR			AUBURN	GA	30011	76	AUBURN
	720			ELBRUS	DR			AUBURN	GA	30011	75	AUBURN
	724			ELBRUS	DR			AUBURN	GA	30011	74	AUBURN
	728			ELBRUS	DR			AUBURN	GA	30011	73	AUBURN
	732			ELBRUS	DR			AUBURN	GA	30011	72	AUBURN
	736			ELBRUS	DR			AUBURN	GA	30011	71	AUBURN
	740			ELBRUS	DR			AUBURN	GA	30011	70	AUBURN
	744			ELBRUS	DR			AUBURN	GA	30011	69	AUBURN
	748			ELBRUS	DR			AUBURN	GA	30011	68	AUBURN
	752			ELBRUS	DR			AUBURN	GA	30011	67	AUBURN



**Barrow**  
COUNTY GEORGIA



## Barrow County Planning and Community Development

30 N Broad Street, Winder, GA 30680

**The address(es) listed below are active and are registered with Emergency Services**

Parcel Number	Street Number	Pre-Directional	Prefix Type	Street Name	Street Type	Post Directional	Unit	City	State	ZIP	Comments	Municipality
106				TRINITY	DR			AUBURN	GA	30011	MONUMENT SIGN	UNINCORPORATED
205				TRINITY	DR			AUBURN	GA	30011	SEWER LIFT STATION	UNINCORPORATED
462				EVEREST	WAY			AUBURN	GA	30011	MAIL KIOSK	UNINCORPORATED



# Barrow

COUNTY GEORGIA









**MAYOR**  
Richard E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Johnathen Eggleston  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM:** 2d

**TO:** City of Auburn Planning Commission

**FROM:** Sarah McQuade  
City Planner

**DATE:** May 14, 2026

**PURPOSE:** RZ26-0001. Rezone tax map parcel AU05 020A from C-1: Neighborhood Business district) to C-3: Central Business district to construct a multi-use commercial development.

**BACKGROUND:** The applicant is petitioning to rezone a 4.18± acre tract at the corner of Apalachee Church Rd and Atlanta Hwy to C-3: Central Business district to construct a multi-use commercial development. The site would be intended for an indoor self-storage facility with retailers and restaurants as secondary land uses. If the rezoning request is approved, the site would be developed with approximately 90,000 square feet of commercial space.

**PLANNING COMMISSION RECOMMENDATION:** At their regularly scheduled meeting on April 15, 2026, the Planning Commission voted to recommend approval of the special use permit, subject to the following condition:

1. Development of the site shall generally conform to the conceptual plan and supporting materials submitted as part of the subject application. Minor modifications may be approved administratively, provided they do not materially alter the intensity or character of the use.
2. No fewer than 75% of self-storage units shall be indoor and climate-controlled. No outdoor storage of vehicles, boats, trailers, equipment, or materials shall be permitted. Self-storage access shall be limited to the hours of 7:00 a.m. to 10:00 p.m.
3. The following land uses are prohibited on the site:
  - a. Automotive repair, maintenance, or modification establishments, including body shops and tire stores.
  - b. Car washes, whether automatic, self-service, or full-service, except for temporary charity or non-profit events.
  - c. Contractor yards, equipment rental yards, or similar uses involving outdoor storage or staging of materials or equipment.
  - d. Gas stations, fuel sales, and convenience stores, including any use combining retail sales with fuel dispensing.

- e. Hotels, motels, extended stay facilities, or similar lodging uses.
  - f. Liquor stores, package stores, or establishments where the primary use is the retail sale of alcoholic beverages for off-premises consumption.
  - g. Pawn shops, title pawn establishments, check cashing establishments, or similar financial service uses not involving traditional banking institutions.
  - h. Smoke shops, vape shops, CBD/hemp stores, or similar establishments primarily engaged in the sale of tobacco, nicotine, or hemp-derived products.
  - i. Tattoo parlors, body piercing establishments, or similar personal service uses.
  - j. Vehicle rental, leasing, or sales establishments, including new or used automobile, truck, or equipment sales.
4. Outdoor storage, sales, and display shall be prohibited. This shall include the storage of vehicles, equipment, materials, or merchandise outside of enclosed buildings.
  5. No portion of any building on the site shall have a building height greater than thirty (30) feet.
  6. The following architectural requirements shall be satisfied by each individual building:
    - a. All facades shall have an architectural treatment of brick, stone, stucco, fiber cement, or glass.
    - b. No greater than 80% of the total area of any façade shall consist of any one architectural material.
    - c. Metal siding is prohibited, except for secondary architectural elements such as trim or canopies.
    - d. No individual self-storage unit doors shall face or be directly visible from any abutting public roadway.
  7. The developer shall provide direct, ADA-accessible pedestrian access, from the Atlanta Highway right-of-way to the site. Sidewalks shall be constructed along the entire property frontage at no less than five (5) feet wide and shall connect to primary building entrances and the internal sidewalk network.
  8. No direct vehicular site access shall occur from Atlanta Highway.
  9. The development shall function as a unified commercial development. Internal access drives shall provide cross-access between all buildings and any future subdivided parcels, and shared access, cross-access easements, and coordinated stormwater management and parking shall be provided. The site shall be designed to allow for future interparcel vehicular access to adjacent properties, where feasible. Pedestrian connectivity shall be provided between all buildings and uses on the site through an internal sidewalk network connecting to required public sidewalks.
  10. All site lighting shall be directed and shielded to minimize glare and light spill and prevent off-site illumination onto adjacent properties and public rights-of-way.

11. Drive-through facilities shall provide sufficient on-site stacking to prevent overflow onto internal drives or public rights-of-way.
12. All dumpsters and service areas shall be screened on all sides with materials consistent with the principal building.
13. No fence, gate, or wall greater than seven (7) feet in height at any point shall be installed on the site.
14. Natural vegetation shall remain on the property until the issuance of a land disturbance permit (LDP) for site development.
15. A traffic impact study shall be prepared and submitted for review and approval by the City Engineer prior to issuance of a land disturbance permit (LDP). The study shall evaluate site access, trip generation, queuing, and impacts to Atlanta Highway and Apalachee Church Road. Coordination with the Georgia Department of Transportation (GDOT) shall be required, as applicable, including review associated with the site's proximity to the intersection of Atlanta Highway and Apalachee Church Road. Any required roadway, access, or operational improvements identified by the study and/or required by the City or GDOT shall be installed as part of the LDP process.

**FUNDING: N/A**



**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN

1 AUBURN WAY

AUBURN, GA 30011

PHONE: 770-963-4002

[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

**CASE NUMBER:** RZ26-0001  
**LOCATION:** Atlanta Highway NW  
**PARCEL NUMBER:** AU05 020A  
**ACREAGE:** 4.18± acres  
**CURRENT ZONING:** C-1: Neighborhood Business district  
**REQUEST:** Rezone to C-3: Central Business district to construct a multi-use commercial development  
**FUTURE DEVELOPMENT MAP:** Corridor Commercial future land use area  
**STAFF RECOMMENDATION:** Approval with Conditions  
**APPLICANT:** Telegraph Properties, LLC  
**CONTACT:** Jon Mantooth

**SUMMARY**

The applicant is petitioning to rezone a 4.18± acre tract from C-1: Neighborhood Business district ([Sec. 17.90.070](#)) to C-3: Central Business district ([Sec. 17.90.090](#)) to construct a multi-use commercial development. No specific tenants have been identified, but the applicant intends for an indoor self-storage facility with retailers and restaurants as secondary land uses. If the rezoning request is approved, the site would be developed with approximately 90,000 square feet of commercial space.

The subject site, located at the eastern corner of Apalachee Church Road and Atlanta Highway (GA-8/US-29 Business), is currently vacant and has no recorded history of development. The intended development would be entirely non-residential, anchored by an approximately 80,000 square foot indoor self-storage facility. A project description has been provided as part of the application. Staff has analyzed their project description in the table below:

<b>Applicant Project Description: Self-Storage Component</b>	<b>Staff Analysis</b>
80,000 square feet total, 68,000 square feet of net rentable area split between approximately 540 storage units	The Zoning Ordinance does not govern building footprints nor square footages for the C-3 zone.
Around 75% of units will be climate controlled, the others will be drive-up [accessed from the outside]	Drive-up units create an industrial appearance; staff recommends these entrances be oriented toward the rear as to not be visible from Atlanta Highway nor Apalachee Church Road.

One bi-story building; not to exceed 30 feet in height; the front elevation will measure 24 feet, and the rear will be 12 feet	This would comply with Code-required 40-foot maximum height and maintain consistency with surrounding development.
Fully fenced and gated, unmanned; tenant access will be limited to 7:00am to 10:00pm	Fences and gates must meet emergency access provisions and Code requirements.
Technological features to include surveillance, mobile access, keypad entry, and security cameras	Security lighting shall not leak onto surrounding properties.
<u>Please Note:</u> Some component items have been combined into one line in this table.	

The application describes the remainder of the site to be “retail/pad-ready.” Each building would be on its own parcel per the concept plan; requiring subdivision of the site into three (3) lots. If approved, the final site configuration would be determined at time of permitting by the applicant, as multiple commercial buildings are permitted on one parcel. Any subdivision would be required to meet the minimum district requirements of the C-3 district, including applicable yard and height standards, in accordance with the Sec. 17.90 Use Provisions and other applicable standards for site development. The application describes a roughly 1,800 square foot drive-through coffee shop, and a separate commercial building around 7,200 square feet intended for retail and restaurant uses; however, these uses are proposed and illustrative only. The property may be developed with any use permitted by right within the C-3: Central Business district. The application includes architectural renderings; the self-storage facility rendering is generally consistent with the narrative; providing a one-story building with overhead doors, windows, and architectural façade treatment. Absent specific zoning conditions adopted as part of rezoning approval, the property owner would retain land use flexibility pursuant to the land uses permitted in the C-3: Central Business district.

The application includes traffic impact data; however, no formal traffic impact study has been presented to staff at the time of writing. The traffic data provides standard vehicle volumes by land use type and does not include recommendations. According to the data, 1,664 new daily vehicle trips would be generated by the proposed development; when adjusted for pass-by traffic, it decreases to 931 daily trips. Substantial traffic volume would be added to Apalachee Church Road and its intersection with Atlanta Highway due to this project. The submittal indicates the site is located “at a signalized intersection,” but there is no traffic signal at Apalachee Church Road and Atlanta Highway. The development would be accessed by two driveways from Apalachee Church Road, one of which appears exclusive to the self-storage segment.

Pursuant to [Sec. 17.170.060](#), the City Council may impose conditions of zoning as part of a rezoning action. The applicant voluntarily proposes two (2) zoning conditions to be adopted if their application is approved:

1. Maximum building height limited to 30 feet.
2. Prohibition of heavy C-3 uses such as auto repair facilities, heavy equipment sales, or similar intensive uses.

The proposed zoning conditions are consistent with zoning regulations and represent restrictions upon the use and development of the property. These conditions would only be enforceable if adopted at the time of rezoning approval.

**LAND USE AND COMPREHENSIVE PLAN ANALYSIS**

The table below summarizes the nearby zoning districts and land uses:

Direction	Zoning	Current Land Use	Future Land Use
N	C-1: Neighborhood Business district	Vacant land	Corridor Commercial
S	C-1: Neighborhood Business district	Place of worship	Neighborhood Commercial
W	C-3: Central Business District, PUD: Planned Unit Development	Gas station/convenience store, single-family residential (under construction)	Corridor Commercial, Agricultural
E	C-1: Neighborhood Business district	Retail (under construction)	Corridor Commercial

Pursuant to the City of Auburn Comprehensive Plan, 2023-2028, the development site is located within the Corridor Commercial future land use area. This Area is intended for "location[s] accessible to large numbers of people [that] serve substantial portions of the community. Predominantly located along Atlanta Highway. Includes civic space."

The proposed zoning district and land uses detailed in the application generally align with the intent of the Corridor Commercial area.

**WETLANDS, STREAMS, AND FLOODPLAIN**

The development site does not contain wetlands, streams, or floodplains.

**DEVELOPMENT REVIEW**

The development shall be subject to the regulations described in the **Auburn Municipal Code**, unless relief has been explicitly granted as part of this application.

Approval of an erosion control plan from the Georgia Soil and Water Conservation Commission, and Barrow County Fire Marshal development plan approval, is required prior to land disturbance activity.

The conceptual plans shows on-site stormwater detention at the northwest corner of the site, near the roadway intersection, and the application notes the facility would be shared by all site occupants.

**TRANSPORTATION**

In 2024, the Georgia Department of Transportation (GDOT) measured the annual average daily traffic (AADT) on Atlanta Highway (GA-8/US-29 Business) as 19,000 vehicles, measured near its intersection with Auburn Run Ln. GDOT does not maintain traffic counts for Apalachee Church Road.

Traffic impact data has been provided as part of this request, estimating 1,664 vehicle trips per day. However, no professional traffic impact study with recommendations has been made available at the time of writing.

## ZONING ANALYSIS

(1) [Sec. 17.170.030](#) – Standards governing exercise of the zoning power

The City Council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power:

*(Language in bold is from the City of Auburn Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)*

**A. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

- a. The local Atlanta Highway corridor is characterized by small- and medium-scale commercial developments, including retail, quick-service restaurants, and gas stations.
- b. The areas immediately south of Atlanta Highway are developed with low-density residential land uses.
  - i. The proposed rezoning is intended for land uses that are consistent with the Atlanta Highway corridor and would not infringe upon the low-density residential character of areas south.

**B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property;**

- a. Staff does not anticipate any adverse effects on the usability nearby properties as a result of the rezoning proposal.

**C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned;**

- a. The property is currently zoned C-1 (Neighborhood Commercial district), and has reasonable economic use with this zoning designation.
- b. Several nearby properties are zoned C-1; land uses include places of worship, retailers, and personal services.

**D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;**

- a. Per the application, an average of 1,664 vehicles would visit the property daily if the rezoning is approved, and all traffic would use Apalachee Church Road to access the site.
  - i. The increased traffic volume associated with the development might negatively impact the functionality of the Apalachee Church Road intersection with Atlanta Highway.

**E. Whether the proposed rezoning is in conformity with the policy and intent of the land use plan; and**

- a. The proposed rezoning generally conforms to the subject Corridor Commercial future land use area.
  - i. The development would be accessible to a larger consumer base and serve a substantial portion of the community, which is aligned with the Corridor Commercial

intent.

**F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning.**

- a. Staff is not aware of any changing conditions which would inherently support approval or disapproval of the subject rezoning request.

**COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION**

Staff recommends **approval with conditions** of subject rezoning request RZ26-0001, as the proposal generally aligns with City regulations and local land use patterns. Staff recommends the following **conditions** be adopted as part of the approval:

1. Development of the site shall generally conform to the conceptual plan and supporting materials submitted as part of the subject application. Minor modifications may be approved administratively, provided they do not materially alter the intensity or character of the use.
2. No fewer than 75% of self-storage units shall be indoor and climate-controlled. No outdoor storage of vehicles, boats, trailers, equipment, or materials shall be permitted. Self-storage access shall be limited to the hours of 7:00 a.m. to 10:00 p.m.
3. The following land uses are prohibited on the site:
  - a. Automotive repair, maintenance, or modification establishments, including body shops and tire stores.
  - b. Car washes, whether automatic, self-service, or full-service, except for temporary charity or non-profit events.
  - c. Contractor yards, equipment rental yards, or similar uses involving outdoor storage or staging of materials or equipment.
  - d. Gas stations fuel sales, and convenience stores, including any use combining retail sales with fuel dispensing.
  - e. Hotels, motels, extended stay facilities, or similar lodging uses.
  - f. Liquor stores, package stores, or establishments where the primary use is the retail sale of alcoholic beverages for off-premises consumption.
  - g. Pawn shops, title pawn establishments, check cashing establishments, or similar financial service uses not involving traditional banking institutions.
  - h. Smoke shops, vape shops, CBD/hemp stores, or similar establishments primarily engaged in the sale of tobacco, nicotine, or hemp-derived products.
  - i. Tattoo parlors, body piercing establishments, or similar personal service uses.
  - j. Vehicle rental, leasing, or sales establishments, including new or used automobile, truck, or equipment sales.
4. Outdoor storage, sales, and display shall be prohibited. This shall include the storage of vehicles, equipment, materials, or merchandise outside of enclosed buildings.
5. No portion of any building on the site shall have a building height greater than thirty (30) feet.
6. The following architectural requirements shall be satisfied by each individual building:
  - a. All facades shall have an architectural treatment of brick, stone, stucco, fiber cement, or glass.
  - b. No greater than 80% of the total area of any façade shall consist of any one architectural

- material.
  - c. Metal siding is prohibited, except for secondary architectural elements such as trim or canopies.
  - d. No individual self-storage unit doors shall face or be directly visible from any abutting public roadway.
7. The developer shall provide direct, ADA-accessible pedestrian access, from the Atlanta Highway right-of-way to the site. Sidewalks shall be constructed along the entire property frontage at no less than five (5) feet wide and shall connect to primary building entrances and the internal sidewalk network.
  8. No direct vehicular site access shall occur from Atlanta Highway.
  9. The development shall function as a unified commercial development. Internal access drives shall provide cross-access between all buildings and any future subdivided parcels, and shared access, cross-access easements, and coordinated stormwater management and parking shall be provided. The site shall be designed to allow for future inter-parcel vehicular access to adjacent properties, where feasible. Pedestrian connectivity shall be provided between all buildings and uses on the site through an internal sidewalk network connecting to required public sidewalks.
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  11. Drive-through facilities shall provide sufficient on-site stacking to prevent overflow onto internal drives or public rights-of-way.
  12. All dumpsters and service areas shall be screened on all sides with materials consistent with the principal building.
  13. No fence, gate, or wall greater than seven (7) feet in height at any point shall be installed on the site.
  14. Natural vegetation shall remain on the property until the issuance of a land disturbance permit (LDP) for site development.
  15. A traffic impact study shall be prepared and submitted for review and approval by the City Engineer prior to issuance of a land disturbance permit (LDP). The study shall evaluate site access, trip generation, queuing, and impacts to Atlanta Highway and Apalachee Church Road. Coordination with the Georgia Department of Transportation (GDOT) shall be required, as applicable, including review associated with the site's proximity to the intersection of Atlanta Highway and Apalachee Church Road. Any required roadway, access, or operational improvements identified by the study and/or required by the City or GDOT shall be installed as part of the LDP process.
  16. One or more of the following screening methods shall be employed along the entire Apalachee Church Rd frontage:
    - a. A decorative fence at a height of between 6 feet and 8 feet using a durable material (likely to last 10 years or longer).
    - b. Two rows of staggered vegetative plantings that will form an opaque screen no less than six (6) feet in height within three (3) years of planting.

**PLANNING COMMISSION RECOMMENDATION:**

At their regularly scheduled meeting on April 15, 2026, the Planning Commission voted to recommend approval of the rezoning request, subject to the following conditions:

1. Development of the site shall generally conform to the conceptual plan and supporting materials submitted as part of the subject application. Minor modifications may be approved administratively, provided they do not materially alter the intensity or character of the use.
2. No fewer than 75% of self-storage units shall be indoor and climate-controlled. No outdoor storage of vehicles, boats, trailers, equipment, or materials shall be permitted. Self-storage access shall be limited to the hours of 7:00 a.m. to 10:00 p.m. as proposed by the applicant in their rezoning application.
3. The following land uses are prohibited on the site:
  - a. Automotive repair, maintenance, or modification establishments, including body shops and tire stores.
  - b. Car washes, whether automatic, self-service, or full-service, except for temporary charity or non-profit events.
  - c. Contractor yards, equipment rental yards, or similar uses involving outdoor storage or staging of materials or equipment.
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  - g. Pawn shops, title pawn establishments, check cashing establishments, or similar financial service uses not involving traditional banking institutions.
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14. Natural vegetation shall remain on the property until the issuance of a land disturbance permit (LDP) for site development.
15. A traffic impact study shall be prepared and submitted for review and approval by the City Engineer prior to issuance of a land disturbance permit (LDP). The study shall evaluate site access, trip generation, queuing, and impacts to Atlanta Highway and Apalachee Church Road. Coordination with the Georgia Department of Transportation (GDOT) shall be required, as applicable, including review associated with the site's proximity to the intersection of Atlanta Highway and Apalachee Church Road. Any required roadway, access, or operational improvements identified by the study and/or required by the City or GDOT shall be installed as part of the LDP process.

# REZONING APPLICATION



CITY OF AUBURN  
COMMUNITY DEVELOPMENT DEPARTMENT  
1 AUBURN WAY AUBURN, GA 30011  
(770) 963-4002  
[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

**REZONING APPLICATION**  
**AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP FOR THE CITY OF AUBURN, GA.**

APPLICANT INFORMATION		PROPERTY OWNER INFORMATION	
NAME:	TELEGRAPH PROPERTIES, LLC	NAME:	RSE PROPERTIES SEVEN, LLC
ADDRESS:	1021 TIRPLEY CT	ADDRESS:	P.O. Box 210
CITY:	WATKINSVILLE	CITY:	STEPHENS
STATE:	GA ZIP: 30677	STATE:	GA ZIP: 30667
PHONE:	706-224-4215	PHONE:	404-372-0400
EMAIL:	CONTACT @ CHANZWARREN.COM	EMAIL:	RODDY.RSE @ AOL.COM
CONTACT PERSON: JON MANTOOTH		PHONE: 706-338-9413	
EMAIL: MANTOOTH @ yahoo.com			

APPLICANT IS:	<input type="checkbox"/> OWNER'S AGENT	<input type="checkbox"/> PROPERTY OWNER	<input checked="" type="checkbox"/> CONTRACT PURCHASER
PRESENT ZONING DISTRICT(S):	C-1		REQUESTED ZONING DISTRICT: C-3
PARCEL NUMBER(S):	A005 020A		ACREAGE: 4.18
ADDRESS OF PROPERTY: NO SITES ADDRESS / South East Intersection of <sup>Art Hwy /</sup> <del>Appl...</del> Church Rd			
PROPOSED DEVELOPMENT: MIXED USE - RESTAURANT / COFFEE / RETAIL / STORAGE			

RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
NO. OF LOTS/DWELLING UNITS:	NO. OF BUILDINGS/LOTS: 3 / 3
DWELLING UNIT SIZE (SQ.FT.):	TOTAL BUILDING SQ.FT.: 90,000
GROSS DENSITY:	DENSITY:
NET DENSITY:	

\*PLEASE ATTACHED A LETTER OF INTENT EXPLAINING PROPOSED DEVELOPMENT\*

**REZONING APPLICANT'S RESPONSE  
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER**

PURSUANT TO REQUIREMENTS OF THE ZONING ORDINANCE, THE CITY COUNCIL FINDS THAT THE FOLLOWING STANDARDS ARE RELEVANT IN BALANCING THE INTEREST IN PROMOTING THE PUBLIC HEALTH, SAFETY, MORALITY OR GENERAL WELFARE AGAINST THE RIGHT TO THE UNRESTRICTED USE OF PROPERTY AND SHALL GOVERN THE EXERCISE OF THE ZONING POWER.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

(1) WHETHER A PROPOSED REZONING WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:

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(2) WHETHER A PROPOSED REZONING WILL ADVERSELY AFFECT THE EXISTING USE OF USABILITY OF ADJACENT OR NEARBY PROPERTY:

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(3) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED REZONING HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:

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(4) WHETHER THE PROPOSED REZONING WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS:

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(5) WHETHER THE PROPOSED REZONING IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE LAND USE PLAN:

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(6) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE PROPOSED REZONING:

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# **REZONING APPLICANT'S RESPONSE STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER**

PURSUANT TO REQUIREMENTS OF THE ZONING ORDINANCE, THE CITY COUNCIL FINDS THAT THE FOLLOWING STANDARDS ARE RELEVANT IN BALANCING THE INTEREST IN PROMOTING THE PUBLIC HEALTH, SAFETY, MORALITY OR GENERAL WELFARE AGAINST THE RIGHT TO THE UNRESTRICTED USE OF PROPERTY AND SHALL GOVERN THE EXERCISE OF THE ZONING POWER. PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

## **(1) WHETHER A PROPOSED REZONING WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:**

The proposed rezoning to C-3 will permit a commercial use that is consistent with and suitable for the established commercial character of the intersection of Atlanta Highway and Apalachee Church Road. The property is surrounded by commercially zoned properties (C-1 and C-3) and is located across from existing highway-oriented commercial uses including restaurants and a convenience store. The proposed self-storage facility and neighborhood-scale pad-ready retail sites are appropriate for a major commercial corridor and represent a lower-intensity use than many uses currently permitted in adjacent zoning districts.

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## **(2) WHETHER A PROPOSED REZONING WILL ADVERSELY AFFECT THE EXISTING USE OR USABILITY OF ADJACENT OR NEARBY PROPERTY:**

The proposed rezoning will not adversely affect adjacent or nearby properties. Self-storage is a low-traffic, low-noise, low-impact commercial use with no outdoor activity areas and limited access hours. The development will be fully gated and secured. The pad-ready sites are restricted to neighborhood-scale retail and restaurant uses. No heavy commercial or intensive C-3 uses are proposed. Given the commercial nature of the surrounding intersection and the absence of directly adjacent residential zoning, the proposed use will be compatible and should not diminish the usability or value of nearby properties.

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**(3) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED REZONING HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:**

While the property could, in theory, be developed under its current C-1 classification, the C-1 district is primarily intended for neighborhood-serving retail uses. Given the site's location on a high-traffic commercial corridor (approximately 19,000 vehicles per day), a corridor-oriented commercial classification is more appropriate. The current zoning does not permit self-storage, which is a suitable and economically viable use for this parcel. The requested C-3 classification aligns the property's regulatory framework with its physical location and surrounding commercial development pattern.

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**(4) WHETHER THE PROPOSED REZONING WILL RESULT IN A USE WHICH WILL OR COULD CAUSE AN EXCESSIVE OR BURDENSOME USE OF EXISTING STREETS, TRANSPORTATION FACILITIES, UTILITIES, OR SCHOOLS:**

The proposed development will not create an excessive or burdensome impact on public infrastructure. Self-storage facilities generate significantly fewer daily vehicle trips than many commercial uses permitted under existing zoning. Atlanta Highway is a major arterial corridor with capacity to accommodate projected traffic volumes. Water and sewer services are available through the City, and self-storage facilities have minimal sewer demand compared to retail or restaurant uses. The project will have no impact on school capacity and is not anticipated to increase demands on public safety services due to its secure, controlled-access design.

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**(5) WHETHER THE PROPOSED REZONING IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE LAND USE PLAN:**

The property is designated Commercial Corridor in the City's Comprehensive Land Use Plan. The proposed rezoning to C-3 supports the policy intent of concentrating commercial activity along designated corridors and major intersections. The development reinforces the corridor's commercial function while maintaining controlled intensity through voluntary limitations on building height, prohibited heavy uses, and dark-sky compliant lighting. The request is consistent with the Comprehensive Plan's objective of orderly and compatible commercial growth.


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**(6) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER APPROVAL OR DISAPPROVAL OF THE PROPOSED REZONING:**


The subject property is located at a signalized intersection within an established commercial node experiencing continued growth and development, including nearby restaurant, convenience store, and retail uses. The Commercial Corridor designation reflects the City's recognition of this area as appropriate for corridor-scale commercial activity. Additionally, the absence of floodplain, wetlands, or significant environmental constraints supports orderly development. The requested rezoning allows the property to develop in a manner consistent with existing and emerging commercial patterns while maintaining compatibility through voluntary conditions.

**REZONING APPLICANT'S CERTIFICATION**

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL UNLESS WAIVED BY THE CITY COUNCIL. IN NO CASE SHALL AN APPLICATION OR REAPPLICATION BE ACTED UPON IN LESS THAN SIX (6) MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL.

 2-26-26  
\_\_\_\_\_  
SIGNATURE OF APPLICANT DATE

Jon Marboeth  
\_\_\_\_\_  
PRINT NAME AND TITLE

 2-26-26  
\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC DATE NOTARY SEAL

LISSSETH TANNEBERGER  
Notary Public - State of Georgia  
Oconee County  
My Commission Expires Apr 30, 2027

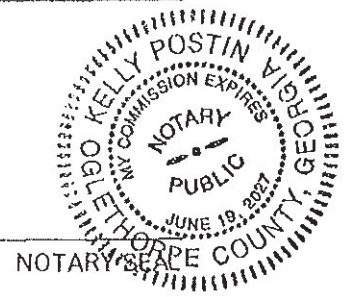
REZONING PROPERTY OWNER'S CERTIFICATION

THE UNDERSIGNED BELOW, OR AS ATTACHED, IS THE OWNER OF THE PROPERTY CONSIDERED IN THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL UNLESS WAIVED BY THE CITY COUNCIL. IN NO CASE SHALL AN APPLICATION OR REAPPLICATION BE ACTED UPON IN LESS THAN SIX (6) MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL.

*[Handwritten Signature]* 2-23-2026  
SIGNATURE OF PROPERTY OWNER DATE

Roddy Sturchvant Manager  
PRINT NAME AND TITLE  
RSE Properties Seven LLC

*[Handwritten Signature]* 2-23-2026  
SIGNATURE OF NOTARY PUBLIC DATE



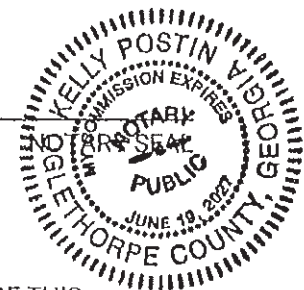
**CONFLICT OF INTEREST CERTIFICATION FOR REZONING**

THE UNDERSIGNED BELOW, MAKING APPLICATION FOR A REZONING, HAS COMPLIED WITH THE OFFICIAL CODE OF GEORGIA SECTION 36-67A-1, ET. SEQ, CONFLICT OF INTEREST IN ZONING ACTIONS, AND HAS SUBMITTED OR ATTACHED THE REQUIRED INFORMATION ON THE FORMS PROVIDED.

*Roddy Sturdivant* 2-23-2026  
 SIGNATURE OF PROPERTY OWNER DATE

Roddy Sturdivant Manager  
 PRINT NAME AND TITLE RSE Properties Seven LLC

*Kelly Postin* 2-23-2026  
 SIGNATURE OF NOTARY PUBLIC DATE



**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

HAVE YOU, WITHIN THE TWO YEARS IMMEDIATELY PRECEDING THE FILING OF THIS APPLICATION, MADE CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE TO A MEMBER OF THE CITY COUNCIL OR A MEMBER OF THE AUBURN PLANNING COMMISSION?

YES  NO

*Roddy Sturdivant*  
 YOUR NAME

IF THE ANSWER IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME AND POSITION OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (LIST ALL WHICH AGGREGATE TO \$250 OR MORE)	DATE CONTRIBUTION WAS MADE (WITHIN LAST TWO YEARS)

ATTACHED ADDITIONAL SHEETS IF NECESSARY, TO DISCLOSE OR DESCRIBE ALL CONTRIBUTIONS.

# LETTER OF INTENT

**Rezoning Request – Parcel AU05 020A**  
Intersection of Atlanta Highway & Apalachee Church Road  
Auburn, Georgia

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## 1. Project Identification

**Owner:**

RSE Properties Seven, LLC

**Applicant:**

Telegraph Properties, LLC  
Representative: Jon Mantooth  
Email: man2th@yahoo.com  
Phone: 706-338-9413

**Builder:**

Milestone Construction

**Property Location:**

Parcel ID: AU05 020A  
Location: Intersection of Atlanta Highway and Apalachee Church Road  
(No assigned situs address)

**Acreage:**

4.18 acres

**Road Frontage:**

Approximately 453 feet along Atlanta Highway  
Approximately 483 feet along Apalachee Church Road

**Adjacent Zoning:**

North – C-1  
South – C-1  
East – C-1  
West – C-3

**Existing Zoning:** C-1 (Neighborhood Commercial)  
**Requested Zoning:** C-3 (Central Business District)

**Current Land Use:**

The property is currently vacant and undeveloped.

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## 2. Project Description and Purpose

### Overview

The applicant proposes development of a Class A self-storage facility with two pad-ready commercial outparcels. The request for C-3 zoning is necessary to permit self-storage use while allowing flexibility for compatible commercial pad development consistent with the Commercial Corridor designation of the City's Comprehensive Plan.

### Self-Storage Component

- One bi-level building
- 80,000 square feet gross building area
- Approximately 68,000 square feet net rentable area
- Approximately 540 storage units
- 75% climate-controlled / 25% drive-up
- Maximum building height: 24 feet (front elevation), 12 feet (rear)
- Voluntary maximum height cap: 30 feet

The facility will be:

- Fully fenced and gated
- Unmanned
- Tenant access limited to 7:00 a.m. – 10:00 p.m.
- Equipped with AI-based surveillance, mobile access technology, keypad entry, and full camera coverage

Estimated deliveries: approximately two per week.

Self-storage is a low-traffic, low-impact commercial use and generates substantially fewer daily trips than many uses permitted in C-3 districts.

### Retail / Pad-Ready Component

- Two pad-ready sites
- Lot 1, located along the Western side of the parent tract, is designed to accommodate a drive thru coffee shop. Typical coffee shops of this design contain approximately 1,800 Square feet.
- Lot 2 is designed to accommodate a single-story building with a footprint of approximately 7,200 square feet. Final usage of square footage not determined at this time, but for purposes of this application, the assumption is that 50% of the building will be in restaurant use and the remaining 50% of the building used for retail/services.
- Shared access drives and stormwater infrastructure installed upfront.

- Approximately 97 parking spaces provided for entire site development.

Pad sites are intended for neighborhood-scale retail, restaurant, or coffee shop uses. Drive-through facilities will be permitted.

Deliveries for future restaurant users are expected daily; however, the size and scale are intended to remain corridor-appropriate and neighborhood-serving.

## Estimated Traffic

Primary Access: Apalachee Church Road

Prepared using data from the Trip Generation Manual, published by the Institute of Transportation Engineers (ITE), 2021.

## Proposed Development Program

The proposed development consists of the following uses:

- 80,000 SF Self-Storage Facility
- 3,600 SF Fast Casual Restaurant
- 3,600 SF Retail/Service Space (Strip Retail)
- 1,800 SF Drive-Through Coffee Shop

Total commercial building area: 89,000 SF

## Trip Generation – Gross (Unadjusted)

ITE 11th Edition weighted average trip generation rates were applied as follows:

Land Use	ITE Code	Size	Daily Trips	AM Peak Hour	PM Peak Hour
Self-Storage	151	80,000 SF	216	12	20
Fast Casual Restaurant	930	3,600 SF	350	21	67
Strip Retail	822	3,600 SF	138	27	48
Drive-Through Coffee	937	1,800 SF	960	182	79
<b>TOTAL (Gross)</b>			<b>1,664</b>	<b>242</b>	<b>214</b>

All peak-hour volumes reflect the adjacent street's peak-hour conditions.

## Pass-By Adjusted (Net New) Trips

Given the site's location along a developed commercial corridor, a substantial portion of retail and restaurant traffic is expected to consist of pass-by trips (vehicles already traveling on the roadway network).

Planning-level pass-by adjustments were applied as follows:

- Self-Storage: 0% reduction
- Fast Casual Restaurant: 43% pass-by
- Strip Retail: 40% pass-by
- Drive-Through Coffee: 55% pass-by

After applying pass-by reductions:

Category	Daily Trips	AM Peak	PM Peak
Net New Trips	~931	~122	~122

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## Summary Observations

- The self-storage component generates minimal traffic relative to typical commercial uses.
- The drive-through coffee shop contributes the highest AM peak activity; however, a majority of those trips are expected to be pass-by in nature.
- Total net new traffic volumes are modest for a commercial corridor context.
- Primary site access on Apalachee Church Road allows operational separation from Atlanta Highway through traffic.

Based on ITE planning-level analysis, the proposed development is not expected to create traffic impacts disproportionate to those of typical commercial development of a similar scale.

## Timeline

- Target Rezoning Hearing: May 14, 2026
- Construction Start: July 2026
- Anticipated Completion: April 2027

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### **3. Justification and Impact Analysis**

#### **Reason for Rezoning**

The current C-1 designation is intended primarily for neighborhood-serving retail uses and does not permit self-storage facilities. Given the property's location along Atlanta Highway — a designated Commercial Corridor and identified growth corridor — the C-3 classification is more appropriate.

The requested zoning aligns the property's regulatory designation with its location in the corridor and the surrounding commercial intensity.

#### **Consistency with Comprehensive Plan**

The property is designated Commercial Corridor in the City's Comprehensive Plan. The proposed development supports corridor-oriented commercial activity by:

- Placing a structured commercial building at a prominent intersection
- Providing future retail pad opportunities
- Maintaining a controlled and low-impact primary use

The project reinforces the corridor's economic function without introducing high-intensity or incompatible uses.

#### **Compatibility with Surrounding Area**

Existing uses surrounding the property include:

- McDonald's and AutoZone across Atlanta Highway
- Amoco gas station/convenience store across Apalachee Church Road
- Liquor store under construction to the east
- Converted SFR currently being used as Glory Heights Church to the south

The area is predominantly commercial in character at the intersection node.

While residential subdivisions are approximately one-half mile up Apalachee Church Road, the subject property is located within an established commercial intersection and is not directly adjacent to residential zoning.

#### **Impact on Public Infrastructure**

- **Water and Sewer:** Provided by the Local Government; storage facilities and retail usage place minimal demand on sewer infrastructure. This lower usage of these 2 use types offsets the water/sewer usage of the potential restaurant/coffee shop
- **Schools:** No impact.
- **Public Safety:** Unmanned operation with advanced surveillance reduces public safety demand.
- **Traffic:** Traffic generation is modest relative to corridor capacity.

The site contains no floodplain, wetlands, or streams. The property slopes generally from the south toward the northwest corner; stormwater management will be engineered accordingly. Shared stormwater facilities will be constructed as part of initial development.

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## 4. Special Considerations and Voluntary Conditions

To ensure compatibility and provide clarity regarding future development, the applicant voluntarily proposes the following conditions:

1. Maximum building height limited to 30 feet.
2. Prohibition of heavy C-3 uses such as auto repair facilities, heavy equipment sales, or similar intensive uses.

These voluntary limitations ensure the development remains consistent with corridor expectations while avoiding unintended intensification.

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## 5. Attachments and Closing

A conceptual site plan is submitted concurrently with this Letter of Intent illustrating:

- Building layout
- Access points
- Parking
- Stormwater concept
- Pad-ready configuration
- Circulation and service areas

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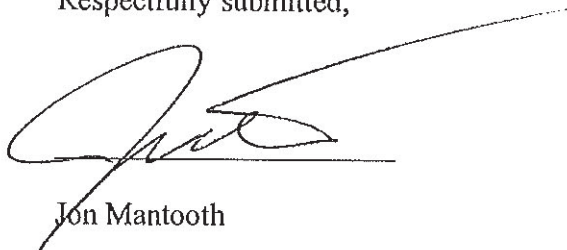
## Conclusion

The requested rezoning from C-1 to C-3 is a logical and appropriate adjustment for a prominent intersection within the City's designated Commercial Corridor. The proposed development provides:

- A low-impact commercial use
- Controlled and modern design
- Limited infrastructure demand
- Opportunity for neighborhood-serving retail
- Enhanced economic activity without adverse community impact

The project promotes the public health, safety, and general welfare by delivering orderly commercial growth consistent with the Comprehensive Plan.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jon Mantoath', is written over a horizontal line. The signature is stylized and cursive.

Jon Mantoath

Telegraph Properties, LLC  
Authorized Representative

# Business Plan

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## Ground-Up Class A Storage Facility

The LockBox Auburn project represents a cutting-edge approach to self-storage and retail. Our business plan involves constructing a modern facility designed for efficiency and sustainability. With tech-enabled operations, we aim to lower overhead costs while maximizing tenant satisfaction, ensuring a strong return on investment for our stakeholders.



## Ground-Up Class A Retail Facility

The retail component is designed to activate the Atlanta Highway frontage and create a steady flow of daily traffic that enhances visibility and long-term value for the storage facility. Target tenants include national and regional operators such as Dunkin', Scooter's Coffee, Barberitos, Cafe Racer, and a high-end laundry concept, all of which serve the surrounding residential growth corridor. This complementary retail mix strengthens the project's cash flow diversity while increasing site visibility, convenience, and overall asset value at exit.





BEGINNING at the intersection of the southwesterly right-of-way line of Apalachee Church Road (80' R/W) and the southeasterly right-of-way line of Georgia State Road No. 8 (80' R/W), run thence along the aforesaid right-of-way line of Georgia State Road No. 8 North 73 degrees 24 minutes 11 seconds East a distance of 355.84 feet to a point; continuing along the aforesaid right-of-way line, run thence North 74 degrees 05 minutes 34 seconds East a distance of 50.74 feet to a point; continuing along the aforesaid right-of-way line, run thence North 72 degrees 34 minutes 15 seconds East a distance of 1.79 feet to a point; leaving the aforesaid right-of-way line, run thence South 28 degrees 28 minutes 58 seconds East a distance of 432.54 feet to a point; run thence South 68 degrees 11 minutes 02 seconds West a distance of 417.66 feet to a point located on the aforesaid right-of-way line of Apalachee Church Road; run thence along the aforesaid right-of-way line North 22 degrees 11 minutes 54 seconds West a distance of 82.79 feet to a point; continuing along the aforesaid right-of-way line, run thence North 26 degrees 10 minutes 10 seconds West a distance of 97.20 feet to a point; continuing along the aforesaid right-of-way line, run thence North 27 degrees 23 minutes 21 seconds West a distance of 93.24 feet to a point; continuing along the aforesaid right-of-way line, run thence North 28 degrees 04 minutes 28 seconds West a distance of 94.89 feet to a point; continuing along the aforesaid right-of-way line, run thence North 28 degrees 32 minutes 07 seconds West a distance of 101.21 feet to a point, said point being the true place or point of BEGINNING.

TOGETHER WITH AND SUBJECT TO the easements contained in Warranty Deed dated January 3, 1996 from W.R. Rooks, Ruth Tullis Rooks and Pamela Kay Rooks to William L. Lewis recorded in Deed Book 307, page 399, Barrow County Records.

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor, but not otherwise.

PLAT FOR

1740 G.M.D. 4.18 ACRES  
BARROW COUNTY, GEORGIA  
SCALE: 1"=100' OCTOBER 29, 2002

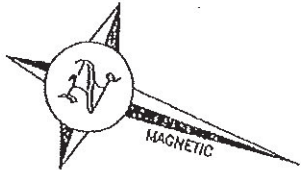
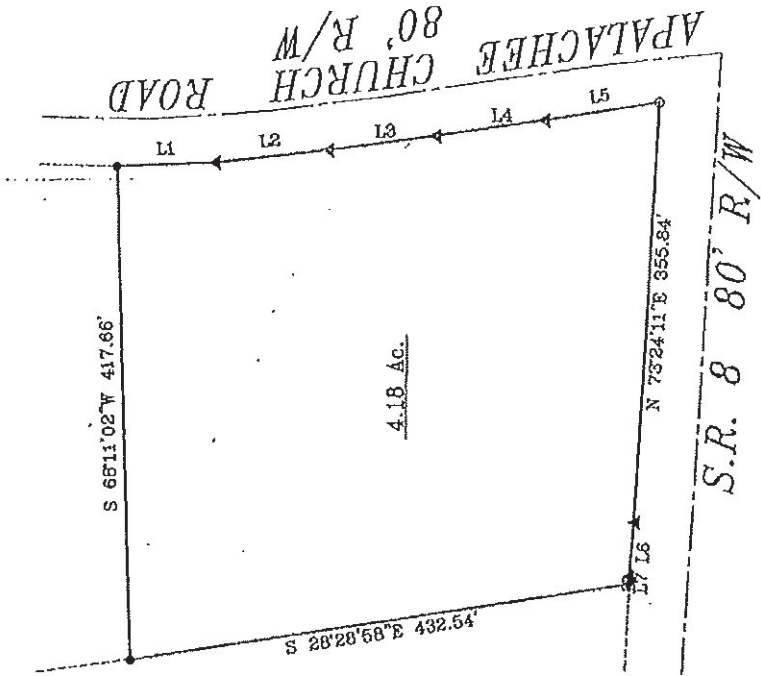
TOPCON GTS 281D  
TRAVERSE CLASSURE 1/20,000  
NO ADJUSTMENT  
MAP CLOSURE 1/488,114

THIS PLAT IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND PROTECTIVE COVENANTS OF RECORD.



JERRY PATRICK WARD, R.L.S. #2861  
PATTONSON & ASSOCIATES, INC.  
P.O. BOX 143  
WASHINGTON, GEORGIA 30675  
(706) 678-5575

JOB# 2207L



N/F HARDEES

LEGEND

- - 1/2" REBAR SET
- - 1/2" PIPE FOUND
- ◻ - 1/2" REBAR FOUND
- A - COMPUTED POINT

Course	Bearing	Distance
L1	N 22°11'54" W	82.79'
L2	N 25°10'10" W	97.20'
L3	N 27°23'21" W	93.24'
L4	N 28°04'28" W	94.89'
L5	N 25°32'07" W	101.21'
L6	N 74°05'34" E	50.74'
L7	N 72°34'15" E	1.79'



**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN  
 1 AUBURN WAY  
 AUBURN, GA 30011  
 PHONE: 770-963-4002  
[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

**CASE NUMBER:** RZ26-0001  
**LOCATION:** Atlanta Highway NW  
**PARCEL NUMBER:** AU05 020A  
**ACREAGE:** 4.18± acres  
**CURRENT ZONING:** C-1: Neighborhood Business district  
**REQUEST:** Rezone to C-3: Central Business district to construct a multi-use commercial development  
**FUTURE DEVELOPMENT MAP:** Corridor Commercial future land use area  
**STAFF RECOMMENDATION:** Approval with Conditions  
**APPLICANT:** Telegraph Properties, LLC  
**CONTACT:** Jon Mantooth

**SUMMARY**

The applicant is petitioning to rezone a 4.18± acre tract from C-1: Neighborhood Business district ([Sec. 17.90.070](#)) to C-3: Central Business district ([Sec. 17.90.090](#)) to construct a multi-use commercial development. No specific tenants have been identified, but the applicant intends for an indoor self-storage facility with retailers and restaurants as secondary land uses. If the rezoning request is approved, the site would be developed with approximately 90,000 square feet of commercial space.

The subject site, located at the eastern corner of Apalachee Church Road and Atlanta Highway (GA-8/US-29 Business), is currently vacant and has no recorded history of development. The intended development would be entirely non-residential, anchored by an approximately 80,000 square foot indoor self-storage facility. A project description has been provided as part of the application. Staff has analyzed the description in the table below:

<b>Applicant Project Description: Self-Storage Component</b>	<b>Staff Analysis</b>
80,000 square feet total, 68,000 square feet of net rentable area split between approximately 540 storage units	The Zoning Ordinance does not govern building footprints nor square footages for the C-3 zone.
Around 75% of units will be climate controlled, the others will be drive-up [accessed from the outside]	Drive-up units create an industrial appearance; staff recommends these entrances be oriented toward the rear as to not be visible from Atlanta Highway nor Apalachee Church Road.

One bi-story building; not to exceed 30 feet in height; the front elevation will measure 24 feet, and the rear will be 12 feet	This would comply with Code-required 40-foot maximum height and maintain consistency with surrounding development.
Fully fenced and gated, unmanned; tenant access will be limited to 7:00am to 10:00pm	Fences and gates must meet emergency access provisions and Code requirements.
Technological features to include surveillance, mobile access, keypad entry, and security cameras	Security lighting shall not leak onto surrounding properties.
<b>Please Note:</b> Some component items have been combined into one line in this table.	

The application describes the remainder of the site to be "retail/pad-ready." Each building would be on its own parcel per the concept plan; requiring subdivision of the site into three (3) lots. If approved, the final site configuration would be determined at time of permitting by the applicant, as multiple commercial buildings are permitted on one parcel. Any subdivision would be required to meet the minimum district requirements of the C-3 district, including applicable yard and height standards, in accordance with the Sec. 17.90 Use Provisions and other applicable standards for site development. The application describes a roughly 1,800 square foot drive-through coffee shop, and a separate commercial building around 7,200 square feet intended for retail and restaurant uses; however, these uses are proposed and illustrative only. The property may be developed with any use permitted by right within the C-3: Central Business district. The application includes architectural renderings; the self-storage facility rendering is generally consistent with the narrative; providing a one-story building with overhead doors, windows, and architectural façade treatment. Absent specific zoning conditions adopted as part of rezoning approval, the property owner would retain land use flexibility pursuant to the land uses permitted in the C-3: Central Business district.

The application includes traffic impact data; however, no formal traffic impact study has been presented to staff at the time of writing. The traffic data provides standard vehicle volumes by land use type and does not include recommendations. According to the data, 1,664 new daily vehicle trips would be generated by the proposed development; when adjusted for pass-by traffic, it decreases to 931 daily trips. Substantial traffic volume would be added to Apalachee Church Road and its intersection with Atlanta Highway due to this project. The submittal indicates the site is located "at a signalized intersection," but there is no traffic signal at Apalachee Church Road and Atlanta Highway. The development would be accessed by two driveways from Apalachee Church Road, one of which appears exclusive to the self-storage segment.

Pursuant to [Sec. 17.170.060](#), the City Council may impose conditions of zoning as part of a rezoning action. The applicant voluntarily proposes two (2) zoning conditions to be adopted if their application is approved:

1. Maximum building height limited to 30 feet.
2. Prohibition of heavy C-3 uses such as auto repair facilities, heavy equipment sales, or similar intensive uses.

The proposed zoning conditions are consistent with zoning regulations and represent restrictions upon the use and development of the property. These conditions would only be enforceable if adopted at the time of rezoning approval.

## LAND USE AND COMPREHENSIVE PLAN ANALYSIS

The table below summarizes the nearby zoning districts and land uses:

Direction	Zoning	Current Land Use	Future Land Use
N	C-1: Neighborhood Business district	Vacant land	Corridor Commercial
S	C-1: Neighborhood Business district	Place of worship	Neighborhood Commercial
W	C-3: Central Business District, PUD: Planned Unit Development	Gas station/convenience store, single-family residential (under construction)	Corridor Commercial, Agricultural
E	C-1: Neighborhood Business district	Retail (under construction)	Corridor Commercial

Pursuant to the City of Auburn Comprehensive Plan, 2023-2028, the development site is located within the Corridor Commercial future land use area. This Area is intended for "location[s] accessible to large numbers of people [that] serve substantial portions of the community. Predominantly located along Atlanta Highway. Includes civic space."

The proposed zoning district and land uses detailed in the application generally align with the intent of the Corridor Commercial area.

### WETLANDS, STREAMS, AND FLOODPLAIN

The development site does not contain wetlands, streams, or floodplains.

### DEVELOPMENT REVIEW

The development shall be subject to the regulations described in the **Auburn Municipal Code**, unless relief has been explicitly granted as part of this application.

Approval of an erosion control plan from the Georgia Soil and Water Conservation Commission, and Barrow County Fire Marshal development plan approval, is required prior to land disturbance activity.

The conceptual plans shows on-site stormwater detention at the northwest corner of the site, near the roadway intersection, and the application notes the facility would be shared by all site occupants.

### TRANSPORTATION

In 2024, the Georgia Department of Transportation (GDOT) measured the annual average daily traffic (AADT) on Atlanta Highway (GA-8/US-29 Business) as 19,000 vehicles, measured near its intersection with Auburn Run Ln. GDOT does not maintain traffic counts for Apalachee Church Road.

Traffic impact data has been provided as part of this request, estimating 1,664 vehicle trips per day. However, no professional traffic impact study with recommendations has been made available at the time of writing.

## ZONING ANALYSIS

(1) [Sec. 17.170.030](#) – Standards governing exercise of the zoning power

The City Council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power:

*(Language in bold is from the City of Auburn Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)*

**A. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

- a. The local Atlanta Highway corridor is characterized by small- and medium-scale commercial developments, including retail, quick-service restaurants, and gas stations.
- b. The areas immediately south of Atlanta Highway are developed with low-density residential land uses.
  - i. The proposed rezoning is intended for land uses that are consistent with the Atlanta Highway corridor and would not infringe upon the low-density residential character of areas south.

**B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property;**

- a. Staff does not anticipate any adverse effects on the usability nearby properties as a result of the rezoning proposal.

**C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned;**

- a. The property is currently zoned C-1 (Neighborhood Commercial district), and has reasonable economic use with this zoning designation.
- b. Several nearby properties are zoned C-1; land uses include places of worship, retailers, and personal services.

**D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;**

- a. Per the application, an average of 1,664 vehicles would visit the property daily if the rezoning is approved, and all traffic would use Apalachee Church Road to access the site.
  - i. The increased traffic volume associated with the development might negatively impact the functionality of the Apalachee Church Road intersection with Atlanta Highway.

**E. Whether the proposed rezoning is in conformity with the policy and intent of the land use plan; and**

- a. The proposed rezoning generally conforms to the subject Corridor Commercial future land use area.
  - i. The development would be accessible to a larger consumer base and serve a substantial portion of the community, which is aligned with the Corridor Commercial

intent.

**F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning.**

- a. Staff is not aware of any changing conditions which would inherently support approval or disapproval of the subject rezoning request.

**COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION**

Staff recommends **approval with conditions** of subject rezoning request RZ26-0001, as the proposal generally aligns with City regulations and local land use patterns. Staff recommends the following **conditions** be adopted as part of the approval:

1. Development of the site shall generally conform to the conceptual plan and supporting materials submitted as part of the subject application. Minor modifications may be approved administratively, provided they do not materially alter the intensity or character of the use.
2. No fewer than 75% of self-storage units shall be indoor and climate-controlled. No outdoor storage of vehicles, boats, trailers, equipment, or materials shall be permitted. Self-storage access shall be limited to the hours of 7:00 a.m. to 10:00 p.m.
3. The following land uses are prohibited on the site:
  - a. Automotive repair, maintenance, or modification establishments, including body shops and tire stores.
  - b. Car washes, whether automatic, self-service, or full-service, except for temporary charity or non-profit events.
  - c. Contractor yards, equipment rental yards, or similar uses involving outdoor storage or staging of materials or equipment.
  - d. Gas stations, fuel sales, and convenience stores, including any use combining retail sales with fuel dispensing.
  - e. Hotels, motels, extended stay facilities, or similar lodging uses.
  - f. Liquor stores, package stores, or establishments where the primary use is the retail sale of alcoholic beverages for off-premises consumption.
  - g. Pawn shops, title pawn establishments, check cashing establishments, or similar financial service uses not involving traditional banking institutions.
  - h. Smoke shops, vape shops, CBD/hemp stores, or similar establishments primarily engaged in the sale of tobacco, nicotine, or hemp-derived products.
  - i. Tattoo parlors, body piercing establishments, or similar personal service uses.
  - j. Vehicle rental, leasing, or sales establishments, including new or used automobile, truck, or equipment sales.
4. Outdoor storage, sales, and display shall be prohibited. This shall include the storage of vehicles, equipment, materials, or merchandise outside of enclosed buildings.
5. No portion of any building on the site shall have a building height greater than thirty (30) feet.
6. The following architectural requirements shall be satisfied by each individual building:
  - a. All facades shall have an architectural treatment of brick, stone, stucco, fiber cement, or glass.
  - b. No greater than 80% of the total area of any façade shall consist of any one architectural

- material.
- c. Metal siding is prohibited, except for secondary architectural elements such as trim or canopies.
  - d. No individual self-storage unit doors shall face or be directly visible from any abutting public roadway.
7. The developer shall provide direct, ADA-accessible pedestrian access, from the Atlanta Highway right-of-way to the site. Sidewalks shall be constructed along the entire property frontage at no less than five (5) feet wide and shall connect to primary building entrances and the internal sidewalk network.
  8. No direct vehicular site access shall occur from Atlanta Highway.
  9. The development shall function as a unified commercial development. Internal access drives shall provide cross-access between all buildings and any future subdivided parcels, and shared access, cross-access easements, and coordinated stormwater management and parking shall be provided. The site shall be designed to allow for future interparcel vehicular access to adjacent properties, where feasible. Pedestrian connectivity shall be provided between all buildings and uses on the site through an internal sidewalk network connecting to required public sidewalks.
  10. All site lighting shall be directed and shielded to minimize glare and light spill and prevent off-site illumination onto adjacent properties and public rights-of-way.
  11. Drive-through facilities shall provide sufficient on-site stacking to prevent overflow onto internal drives or public rights-of-way.
  12. All dumpsters and service areas shall be screened on all sides with materials consistent with the principal building.
  13. No fence, gate, or wall greater than seven (7) feet in height at any point shall be installed on the site.
  14. Natural vegetation shall remain on the property until the issuance of a land disturbance permit (LDP) for site development.
  15. A traffic impact study shall be prepared and submitted for review and approval by the City Engineer prior to issuance of a land disturbance permit (LDP). The study shall evaluate site access, trip generation, queuing, and impacts to Atlanta Highway and Apalachee Church Road. Coordination with the Georgia Department of Transportation (GDOT) shall be required, as applicable, including review associated with the site's proximity to the intersection of Atlanta Highway and Apalachee Church Road. Any required roadway, access, or operational improvements identified by the study and/or required by the City or GDOT shall be installed as part of the LDP process.



**MAYOR**  
Richard E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Johnathen Eggleston  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM:** 2e

**TO:** City of Auburn Mayor and Council

**FROM:** Sarah McQuade, AICP  
City Planner

**DATE:** May 14, 2026

**PURPOSE:** SU26-0001. Special use permit to expand/alter an existing asphalt plant in a M-2: Heavy Industry district (tax map parcel AU09 022).

**BACKGROUND:** The applicant is requesting a special use permit to expand/alter an existing asphalt plant on a 16.18± acre tract in a M-2 (heavy industrial) zone. Pursuant to Code Sec. 17.90.110.D.1, asphalt plants in the M-2 zone require a special use permit, which includes the alteration of existing facilities. If the subject request is denied, the applicant would be able to retain the existing asphalt plant on the site.

The proposed modification has been determined by the Northeast Georgia Regional Commission (NEGRC) to constitute a Development of Regional Impact (DRI) due to the retention of the existing plant and construction of a new facility, resulting in a 50 percent or greater increase in potential production capacity. As such, the request is subject to DRI review in accordance with DCA requirements. Following submittal of a complete DRI application, NEGRC will issue a report within 30 days, and the Mayor and Council may not take final action until the review is complete. Accordingly, the May 14 public hearing will likely need to be tabled to July 9 to allow for completion of the DRI process.

**PLANNING COMMISSION RECOMMENDATION:** At their regularly scheduled meeting on April 15, 2026, the Planning Commission voted to recommend approval of the special use permit, subject to the following conditions:

1. Development of the site shall generally conform to the conceptual plan and supporting materials submitted as part of the subject application. Minor modifications may be approved administratively, provided they do not materially alter the intensity or character of the use.
2. No portion of the new asphalt plant, nor any buildings or structures directly associated with it, except for fences and walls, shall be constructed

closer to any side or rear property line than proposed on the submitted conceptual plan.

3. Except for temporary testing activities, the new asphalt plant shall never operate at the same time as the existing asphalt plant.
4. All site lighting shall be directed and shielded to minimize glare and light spill and prevent off-site illumination onto adjacent properties and public rights-of-way.

**FUNDING:** N/A



**COMMUNITY DEVELOPMENT DEPARTMENT**

CITY OF AUBURN

1 AUBURN WAY

AUBURN, GA 30011

PHONE: 770-963-4002

[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

**CASE NUMBER:** SU26-0001  
**LOCATION:** 1410 Sunbelt Way  
**PARCEL NUMBER:** AU09 022  
**ACREAGE:** 16.18± acres  
**CURRENT ZONING:** M-2: Heavy Manufacturing / Industry district  
**REQUEST:** Special use permit to expand/alter an existing asphalt plant  
**FUTURE DEVELOPMENT MAP:** Heavy industrial future land use area  
**STAFF RECOMMENDATION:** Approval with Conditions  
**APPLICANT:** The Scruggs Company – DBA Sunbelt Asphalt Services  
**CONTACT:** Mark Edgar

---

**SUMMARY**

The applicant is requesting a special use permit to expand/alter an existing asphalt plant on a 16.18± acre tract in a M-2 ([heavy manufacturing / industry](#)) zone. Pursuant to Code [Sec. 17.90.110.D.1](#), asphalt plants in the M-2 zone require a special use permit, which includes the alteration of existing facilities. If the subject request is denied, the applicant would be able to retain the existing asphalt plant on the site.

The property is located at the intersection of Sunbelt Way (a private road) and Parks Mill Rd, and records indicate it was annexed into Auburn in 2012. In 2015, Sunbelt Paving Company petitioned for a special use permit to operate an asphalt plant on the site. The property was zoned M-2 prior to the request; no rezoning was necessary. On October 1, 2015, the special use permit request was approved with conditions, and an asphalt plant was installed on the site. This enabled the transition of the company's asphalt plant from 301 Parks Mill Rd to the subject 1410 Sunbelt Way. The adopted conditions of the special use permit are provided below:

1. A construction stormwater National Pollutant Discharge Elimination System (NPDES) permit is required for this site.
2. Sunbelt shall prepare a Spill Prevention, Control, and Countermeasure (SPCC) Plan in accordance with the U.S. Environmental Protection Agency's oil spill planning rule. The SPCC must be certified by a Professional Engineer licensed in the State of Georgia; self-certification is not acceptable. The SPCC must cover both the existing Sunbelt facility and the proposed asphalt plant. Prior to construction, the SPCC must be reviewed and concurred with by a Professional Engineer retained on behalf of the City.

3. Sunbelt shall prepare a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the Georgia Stormwater Management Manual (GSMM). The SWPPP must meet the requirements:
  - a. In the GSMM, Volume 3, Pollution Prevention Guidebook, pertaining to Asphalt Production Facilities.
  - b. In the document entitled "Additional Requirements for Concrete and Asphalt Batch Plants" published by the State of Oklahoma.

The SWPPP must be certified by a Professional Engineer licensed in the State of Georgia; self-certification is not acceptable. The SWPPP must cover both the existing Sunbelt facility and the proposed asphalt plant. Prior to construction, the SWPPP must be reviewed and concurred with by a Professional Engineer retained on behalf of the City.

4. Wastewater arising from stormwater runoff and spills should be collected and transported to an offsite wastewater treatment facility. Wastewater may alternatively be treated and disposed of onsite. If the above alternatives are not viable then an industrial stormwater NPDES Permit as required by State and Federal Agencies is required. Prior to construction, Sunbelt shall be required to obtain approval of their selected method of wastewater treatment through reports, plan and/or specifications submitted to the City under the seal of a Professional Engineer registered in the State of Georgia. Prior to construction, the wastewater treatment facility shall be reviewed and concurred with by a Professional Engineer retained on behalf of the City.
5. Sunbelt shall be required to implement all air and water emission control technologies and procedures set forth by State and Federal Agencies in the course of permitting the facility.

Applicable state and federal environmental regulations, including NPDES, SPCC, and SWPPP requirements, remain in effect regardless of this Special Use Permit approval. These requirements operate independently of zoning conditions, and compliance is required in addition to, not in place of, any conditions adopted by the Mayor and Council in 2015, or established as part of this application process. The 2015 conditions of zoning continue to apply unless specifically modified or superseded by the Mayor and Council as part of this request.

The applicant originally indicated that the request was to replace the existing asphalt plant due to age and reliability concerns, with the new facility operating at a similar capacity and the existing plant to be decommissioned once the new plant became operational. However, following subsequent coordination during the review process, the applicant has revised the request. Based on further evaluation of operational needs and site functionality, the applicant determined that maintaining the existing plant would better support ongoing operations. The current proposal is therefore to modify the existing asphalt operation by constructing a new plant with supporting equipment approximately 500 feet west of the current plant location, while retaining the existing plant, office, shop, scale, and parking facilities. The existing plant is proposed to remain in place to support operations during periods of peak or overflow demand, rather than being dismantled as initially contemplated.

The subject property will continue to function as an asphalt production and industrial site, with the improvements intended to modernize operations, improve site layout, and enhance efficiency. The existing plant will remain in place to operate during periods of overflow demand. The facility will continue to operate under the existing Georgia Environmental Protection Division air permit limitations, which authorize a maximum annual production of 400,000 tons and no more than 3,000 aggregate operating hours. As proposed, the modifications are not anticipated to increase the overall intensity of operations,

and any future expansion beyond these thresholds would require a modification to the applicable permit and compliance with all relevant regulations.

The Barrow County portion of the City of Auburn, which contains the subject site, is within the Northeast Georgia Regional Commission (NEGRC) area. Pursuant to the Georgia Department of Community Affairs (DCA), all new asphalt plants, or the redevelopment or expansion of an existing asphalt plant by greater than 50 percent, are considered Developments of Regional Impact (DRI). Based on coordination with NEGRC, the proposed modification has been determined to trigger a DRI review. This determination is based on the applicant’s proposal to retain the existing plant while constructing a new facility, which collectively represents a 50 percent or greater increase in potential production capacity due to the additional equipment and infrastructure. NEGRC further noted that the applicant’s current permitted production limits are not a controlling factor in this determination, as those limits may be modified in the future through amendment or reissuance of permits by the Georgia Environmental Protection Division (EPD). Accordingly, the project is considered a DRI and is subject to the applicable regional review process.

Pursuant to the DRI procedures, once a complete DRI submittal is transmitted by the local government (the City of Auburn), NEGRC initiates the formal review process. In accordance with DCA rules, the Regional Commission must distribute the application for interagency review and comment and issue a report within 30 days, unless an extension is agreed upon. State regulations require that the local government can continue processing the application but may not take final action until the DRI review process is completed and the report has been issued. The results of the subject DRI will not be complete in time for consideration at the May 14, 2026, Mayor and City Council public meeting. Staff anticipates the results will likely be available in advance of the public meeting scheduled for July 9, 2026.

The table below compares the relative placement of the existing and proposed asphalt plants. In summary, the new facility would be closer to the residences west of the site, in unincorporated Barrow County, but it would be set back further from Parks Mill Rd.

	<b>Existing Asphalt Plant</b>	<b>Proposed Asphalt Plant</b>	<b>Difference</b>
<b>Distance to Nearest Residential Property Line</b>	510 ft	110 ft	-400 ft
<b>Distance to Nearest Wetlands</b>	80 ft	100 ft	+20 ft
<b>Distance to Parks Mill Rd</b>	760 ft	1,210 ft	+450 ft
<u>Note:</u> Distances are measures as the shortest straight-line separation rounded to the nearest ten feet.			

The abutting three (3) residential properties have deep rear setbacks in part due to the creek that bisects each of them. The shortest distance separating a primary residence from the subject industrial property is approximately 480 feet (parcel XX031 015). From there, around 820 feet would separate the property line from the conceptualized asphalt plant, totaling nearly 1,300 feet (a quarter mile) of separation.

The application states that impacts to local traffic patterns and infrastructure are not anticipated as the new facility would use the same internal drives and entrances/exits as present. All other land uses on the site, including an office, maintenance shop, scale, and associated parking, would also remain consistent.

**LAND USE AND COMPREHENSIVE PLAN ANALYSIS**

The table below summarizes the nearby zoning districts and land uses:

Direction	Zoning	Current Land Use	Future Land Use
N	M-2: Heavy Industry district, Barrow County AG: Agricultural district	Government offices and facilities, single-family residential	Heavy Industrial, Barrow County Traditional Neighborhood
S	M-1 Light Industry district, Barrow County AG: Agricultural district	Asphalt plant, single-family residential	Heavy Industrial, Barrow County Traditional Neighborhood
W	Barrow County AG: Agricultural district, Barrow County AR: Agricultural Residential district	Single-family residential	Barrow County Traditional Neighborhood
E	M-1 Light Industry district	Utility facilities	Heavy Industrial

Pursuant to the City of Auburn Comprehensive Plan, 2023-2028, the subject site is located within the Heavy Industrial future land use area. This Area is intended for "intensive manufacturing and industrial operations and processes that are not public nuisances and are not dangerous to the health, safety, or general welfare of the inhabitants of the city."

This request does not constitute a significant change of land use or intensity, and it aligns with the subject future land use area.

**WETLANDS, STREAMS, AND FLOODPLAIN**

The southern edge of the property is located within Flood Zone A according to the FEMA Flood Map Service Center. Per the special use conceptual plan, a portion of the property is also designated wetlands. The existing asphalt plant lies within approximately 80 feet of a designated wetland. The conceptualized replacement facility would maintain near 100 feet of separation from the nearest wetland.

Rock Creek passes through the southeastern portion of the property.

**DEVELOPMENT REVIEW**

The development shall be subject to the regulations described in the Auburn Municipal Code, unless relief has been explicitly granted as part of this application.

Approval of an erosion control plan from the Georgia Soil and Water Conservation Commission, and Barrow County Fire Marshal development plan approval, is required prior to land disturbance activity.

**TRANSPORTATION**

In 2024, the Georgia Department of Transportation (GDOT) measured the annual average daily traffic (AADT) on Parks Mill Rd as 1,940 vehicles., as measured 650 feet south the intersection of Parks Mill Rd and Sunbelt Way.

**SPECIAL USE PERMIT ANALYSIS**

Pursuant to [Sec. 17.170.040](#), which governs impact analysis, special use permit requests shall be evaluated per the standards of [Sec. 17.170.030](#).

(1) [Sec. 17.170.030](#) – Standards governing exercise of the zoning power

The City Council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power:

*(Language in bold is from the City of Auburn Zoning Ordinance. Bulleted information that is not bolded are factors known to staff that may apply to the Ordinance criteria.)*

Mentions of “rezoning” in the Ordinance criteria shall be interpreted to mean “special use permit” for the purposes of this request.

**A. Whether a proposed rezoning will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

- a. The special use permit request would maintain the same land use (asphalt plant), while modifying the existing operation through the addition of new plant equipment, which was approved in 2015 and has been present on the property since then.
- b. The subject site is located along an industrial corridor (Parks Mill Rd); however, the rear of the property abuts a predominantly single-family residential area in unincorporated Barrow County.
  - i. An asphalt plant is suitable and consistent with the land uses found elsewhere along Parks Mill Rd, but does not align with the character of the unincorporated areas to the west.
  - ii. The proposed asphalt plant addition and retention of the existing facility represents an increase in operational capacity and intensity on the site. Additionally, the placement of new equipment further west on the property may increase potential impacts to abutting and nearby residential properties.

**B. Whether a proposed rezoning will adversely affect the existing use or usability of adjacent or nearby property;**

- a. The subject land use has existed for several years, but the addition of new plant equipment and the potential for increased operational capacity may result in incremental impacts to nearby properties, particularly those to the west. These impacts are expected to be similar in nature to existing conditions but could occur with greater frequency or intensity.

**C. Whether the property to be affected by a proposed rezoning has a reasonable economic use as currently zoned;**

- a. The property is currently zoned M-2 (heavy manufacturing / industry) and is currently developed with an asphalt plant, the modification and expansion of which is the subject of this special use permit request.

**D. Whether the proposed rezoning will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools;**

- a. The addition of a new asphalt plant and retention of the existing facility may increase overall

operational capacity on the site; however, impacts to transportation and infrastructure are expected to remain within the general range of existing industrial activity. Construction and installation activities may result in temporary increases in local vehicle traffic.

**E. Whether the proposed rezoning is in conformity with the policy and intent of the land use plan; and**

- a. The special use permit request is aligned with the subject Heavy Industrial future land use area.

**F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning.**

- a. Staff is not aware of any changing conditions which would inherently support approval or disapproval of the subject request.

**COMMUNITY DEVELOPMENT DEPARTMENT RECOMMENDATION**

Staff recommends the Mayor and City Council **table** the public hearing and decision of subject special use permit request SU26-0001 due to the required DRI not having been completed in advance of this meeting. If a request requires a DRI, the State requires the DRI to be completed prior to any local decision-making.

This recommendation differs from that provided at the April 15, 2026, Planning Commission meeting, and the April 23, 2026, Mayor and City Council meeting, due to significant changes to the application submitted on April 13, 2026, that triggered the DRI process. These changes were not accounted for in the staff reports provided at those meetings because of the short notice.

**PLANNING COMMISSION RECOMMENDATION:**

At their regularly scheduled meeting on April 15, 2026, the Planning Commission voted to recommend approval with conditions of the special use permit. The recommended conditions are as follows:

1. Development of the site shall generally conform to the conceptual plan and supporting materials submitted as part of the subject application. Minor modifications may be approved administratively, provided they do not materially alter the intensity or character of the use.
2. No portion of the new asphalt plant, nor any buildings or structures directly associated with it, except for fences and walls, shall be constructed closer to any side or rear property line than proposed on the submitted conceptual plan.
3. Except for temporary testing activities, the new asphalt plant shall never operate at the same time as the existing asphalt plant.
4. All site lighting shall be directed and shielded to minimize glare and light spill and prevent off-site illumination onto adjacent properties and public rights-of-way.



City of Auburn  
Planning & Development Department  
1 Auburn Way  
P.O. Box 1059  
Auburn, Georgia 30011  
Phone: 770-963-4002 Fax: 770-513-9255  
[www.cityofauburn-ga.org](http://www.cityofauburn-ga.org)

DATE RECEIVED \_\_\_\_\_  
CASE FILE #: SUP \_\_\_\_\_

**SPECIAL USE PERMIT APPLICATION**

**Applicant:** is the (check one) Owner's Agent  Contractor Purchaser \_\_\_\_\_ Owner, if not the applicant  
Property Owner \_\_\_\_\_

**The Scruggs Company - DBA Sunbelt Asphalt Services**

Name (please print) \_\_\_\_\_ Name (please print) \_\_\_\_\_

1410 Sunbelt Way \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Auburn, GA 30011 \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_

(770) 867-5312 \_\_\_\_\_

Phone Number(s) \_\_\_\_\_ Fax \_\_\_\_\_ Phone Number(s) \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person Mark Edgar Phone (770) 867-5312 Fax \_\_\_\_\_

Cell phone (404) 886-1454 E-mail medgar@sunbeltasphalt.com

Present Zoning Classification(s): M2 - Heavy Manufacturing / Industry District

Proposed Zoning Classification: M2 - Heavy Manufacturing / Industry District

(If different from present, Rezoning Application must be filed)

Proposed Use: Asphalt Plant (Upgrades & Updates to Existing Plant)

Property Location 1410 Sunbelt Way

District \_\_\_\_\_ Land Lot \_\_\_\_\_ Tax Map Parcel #: AU 09 021

Staff note:  
The correct tax map parcel  
number is AU09 022.

As a minimum, the following items are required with submittal of this application. Incomplete applications will not be accepted.

1. Payment of fee. (\$850.00 for residential properties and \$1,000.00 for commercial) Make checks payable to City of Auburn.
2. A legal description of the property proposed for rezoning and/or special use permit. (Original or copy, NO FAX)
3. Sixteen (16) copies of the proposed site plan, and one (1) 8 ½ x 11 reduction of the plan, drawn to scale, showing north arrow, land lot and district, the dimensions, acreage, location of the tract(s), the present zoning classification of all adjacent parcels, the proposed location of the structures, driveways, parking and loading areas, and the location and extent of required buffer areas, prepared by an architect, engineer, landscape architect, or land surveyor whose state registration is current and valid. Site plan must be stamped valid by one of the four above-mentioned professionals no more than three (3) months from date of submittal. The Planning Director strongly encourages the applicant to provide architectural building renderings indicating building elevation and construction materials that the facades and roofs will consist of. All documents must be folded to 8 ½ x 11".
4. Sixteen (16) stapled or bound copies of the Special Use Permit application and all supporting documents, in addition to one (1) unbound application bearing original signatures and seal. All documents must be folded to 8 ½ x 11".
5. Additional information in narrative form, or depicted on the site plan, demonstrating how all provisions regarding the special use as listed in the Zoning Regulations will be complied with.
6. Analysis of impact of the proposed Special Use Permit pursuant to Section 17.17.30 of the Zoning Regulation.
7. Applicant's and/or Owner's Certification.
8. Conflict of Interest and Disclosure of Campaign Contributions.

Standards and factors governing review of proposed amendments to official zoning maps. The following standards and factors are found to be relevant to the exercise of the City's zoning powers and shall govern the review of all amendments to the official zoning maps. The applicant's written answers to the following questions are paramount in justifying the requested Special Use or action.

Please respond to the following standards in the space provided or attach additional sheets if necessary. Simply yes/no answers are not acceptable.

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties.  
The proposed asphalt plant relocation is suitable, as the property is zoned M-2 Heavy Manufacturing/ Industry District and is currently developed and operating as an asphalt production facility. The conceptual site plan shows the new plant located within the same industrial parcel, maintaining appropriate separation from property boundaries and surrounding uses. The surrounding area consists of industrial and commercial properties, fitting the continued asphalt operation consistent with the existing development pattern.
2. Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property.  
The relocation of the asphalt plant will not adversely affect nearby properties, as the use already exists on-site. The conceptual plan shows the new plant located internally within the property while maintaining existing access points, buffers, and site infrastructure. The removal of the existing plant and replacement with updated equipment will maintain orderly site operations and compatibility with
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.  
The property has a reasonable economic use under its current M-2 zoning and is currently used for asphalt production and related industrial operations. The proposed relocation allows continued use of the property for its intended industrial purpose while improving the layout and efficiency of operations, as shown on

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Date Received: .....

File#: \_\_\_\_\_

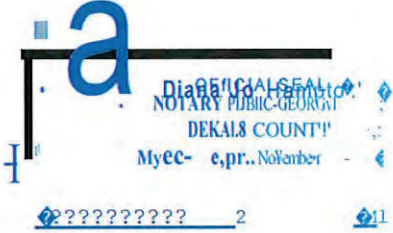
**CONFLICT OF INTEREST DISCLOSURE**

The undersigned below, making application for Rezoning, Special Exemption, Special Use Pennit, Variance, etc., has complied with the Official Code of Georgia Section 36-67A-1, et. sec., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on forms provided.

 3/21/06 \_\_\_\_\_  
Date Signature of Owner Date

M. J. ... tt:c>.3ou"vP "3p/.21,  
Type or Print Name and Title Date Type or Print Name and Title Date

 ZJ/01/06  
Signature of Notary Public Date

  
NOTARY PUBLIC-GEORGIA  
DEKALB COUNTY  
My e-pr. Number  
2

Revised 8-20-09

Date Received: .....

File#: \_\_\_\_\_

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DISCLOSURE OF CAMPAIGN CONTRIBUTION

In accordance with the Conflict of Interest in Zoning Act, Title 36, Chapter 67A, Official Code of Georgia Annotated. The following questions must be answered.

Have you, within the last four-years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Auburn City Council, a member of the Planning and Zoning Commission or a member of the Zoning Board of Appeals, a member of the Planning Department, or any other government officials who will consider the application?

--- YES *ie\_No*

If yes, please complete the following section:

Name and Official Position of Government Official(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list the Date and Amount of the Contribution(s) (list all which aggregated \$250.00 or more):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ *3Ei ;lb*  
Date

*Revised 8-20-09*

- 
- 
4. Whether the zoning proposal will result in a use which will or could result in an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.  
The conceptual site plan shows the continued use of existing entrances, internal roads and supporting infrastructure. Because the asphalt plant is being relocated rather than expanded to a new site, traffic volumes and utility demands are expected to remain consistent with current operations. The industrial use does not
5. Whether the zoning proposal is in conformity with the policy and intent of the Land Use Plan,  
The proposal is consistent with the Land Use Plan as the property is designated and zoned for heavy industrial use. The conceptual site plan demonstrates continued use of the property for asphalt production within an established industrial area, supporting the intended purpose of the M-2 zoning district.
6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.  
The conceptual site plan reflects the relocation of the asphalt plant to improve site layout and replace the existing facility with modern equipment. The existing office, shop, scales, and parking areas will remain, allowing continued use of established infrastructure. The removal of the existing plant and installation of the new plant represents an investment in the property and supports its continued industrial use in accordance



March 2, 2026

City of Auburn  
Planning & Development Department  
1 Auburn Way  
Auburn, GA 30011

RE: Letter of Intent - Special Use Permit Application  
Asphalt Plant Relocation - 1410 Sunbelt Way, Auburn, GA

To Whom It May Concern,

This letter serves as a formal statement of intent to request a Special Use Permit for the property located at 1410 Sunbelt Way, Auburn, Georgia (Parcel AU 09-022). The property encompasses approximately 16.18 acres and is currently zoned M-2 Heavy Manufacturing/ Industry District. The request is to allow for the relocation and replacement of the existing asphalt plant with supporting equipment, located approximately 500 feet west of the current plant location, while maintaining existing office, shop, scale, and parking facilities.

The subject property is currently developed and operating as an asphalt production facility and supporting industrial site. The proposed relocation is intended to modernize the existing operation, improve site layout and operational efficiency, and replace aging equipment while maintaining the same overall industrial use of the property. The new plant will be constructed within the same parcel and zoning district, and the existing plant will be removed following completion and commissioning of the new facility.

The Special Use Permit request is justified by several factors. The property is zoned M-2 Heavy Manufacturing / Industry District, which is intended to accommodate intensive industrial uses such as asphalt production. The proposed relocation represents a continuation and improvement of an existing, legally established industrial use and is consistent with the City of Auburn's zoning regulations and industrial land use policies. The relocation allows for improved site organization, continued utilization of existing infrastructure, and long-term operational viability of the facility.

The proposed project will not significantly alter traffic patterns, access points, or utility demands, as the facility currently operates on the property. Existing access drives, office buildings, and support infrastructure will remain in use. The relocation represents reinvestment in the property and supports continued industrial productivity within an appropriately zoned and developed industrial area.

To support this Special Use Permit application, we have included a conceptual site plan and supporting documentation illustrating the proposed plant location, existing infrastructure to remain, and overall site configuration. These materials demonstrate compliance with applicable zoning requirements and the compatibility of the proposed relocation with the existing industrial character of the area.

We are confident that the proposed relocation and replacement of the asphalt plant will provide continued economic benefit and support the long-term industrial use of the property in a manner consistent with the City of Auburn's zoning regulations and land use policies. We look forward to working with the City throughout the review process and are available to provide any additional information as needed.

Thank you for your consideration.

Sincerely,

*Jeremy Heidt*

The Scruggs Company/ Sunbelt Asphalt  
4679 Old US 41 North  
Mableton, GA 30152  
770-867-5312  
jheidt@sunbeltasphalt.com



**Exhibit "A"**  
**Legal Description**

All that tract or parcel of land lying and being in the 1740th District G.M., State of Georgia, County of Barrow, City of Auburn, being Tract 2, encompassing 16.21 acres, more or less, and being more particularly described and delineated according to a plat and survey prepared by Schmitt Engineering and Land Surveying, Inc., certified by Warren Grey Hunter, Georgia Registered Surveyor No. 3010, dated June 5, 2007, entitled "Boundary Survey for: Spencer McCroskey," said plat being of record in the Office of the Clerk for Superior Court for Barrow County, Georgia, in Plat Book 60, Page 211, which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description.



**MAYOR**  
Richard E. Roquemore

**CITY MANAGER**  
Michael E. Parks

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Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM NO:** 2f

**TO:** MAYOR & COUNCIL  
**FROM:** Michael Parks – City Administrator  
**DATE:** May 14, 2026

**PURPOSE:** To repair and resurface Sixth Street (0.43 mile) from Woodlawn Drive to Carl-Midway Church Road using the Georgia Department of Transportation’s FY 2026 Local Road Assistance (L.R.A.) grant and TSPLOST funds.

**BACKGROUND:** GDOT recently announced the acceptance of L.R.A. applications with a deadline to submit by June 15, 2026. Sixth Street is a top priority on our Road Improvement Plan. We share a portion of this road with the Town of Carl and have been coordinating accordingly.

**FUNDING:** GDOT’s FY 2026 L.R.A. grant of \$141,368.82 and TSPLOST funds of \$54,786.18 for Auburn’s estimated cost of \$196,155.00. The City of Carl’s estimated cost is \$69,825.00. The total estimated project cost (Auburn & Carl) is \$265,980.00

**RECOMMENDATION:** To approve the grant request to GDOT for FY 2026 L.R.A. funds to repair and resurface Sixth Street.

**ATTACHMENT:** Cost Estimates



**ROADWAY SUMMARY  
(PAGE 2 OF 2)**

**SIXTH STREET (Continued)**

(From 1,075' feet south of Woodlawn Drive to Carl-Midway Church Road)

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>APPROX. QUANTITY</u>
Solid Traffic Stripe, 5" (inch), Yellow, Standard Thermoplastic	LINEAR FOOT \$1.00	2,400 \$2,400
Solid Traffic Stripe, 24" (inch), White, Standard Thermoplastic.	LINEAR FOOT \$10.00	12 \$120
Shoulder Re-Construction & Turf Establishment	SHOULDER MILE \$8,000	0.46 \$3,680
Traffic Control	LUMP \$10,000	100 % \$10,000
Asphaltic Concrete Testing (To include Asphaltic Concrete Core Samples)	EACH \$500	1 \$500

**ESTIMATED COST TOTAL = \$139,650**

**City of Auburn's estimated share (1/2 cost) = \$69,825**

**Town of Carl's estimated share (1/2 cost) = \$69,825**



**ROADWAY SUMMARY  
(PAGE 2 OF 2)**

**SIXTH STREET (Continued)**

(From Woodlawn Drive to 1,075' feet south of Woodlawn Drive)

<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>APPROX. QUANTITY</u>
Solid Traffic Stripe, 5" (inch), Yellow, Standard Thermoplastic	LINEAR FOOT \$1.00	2,150 \$2,150
Solid Traffic Stripe, 24" (inch), White, Standard Thermoplastic.	LINEAR FOOT \$10.00	30 \$300
Shoulder Re-Construction & Turf Establishment	SHOULDER MILE \$8,000	0.40 \$3,200
Traffic Control	LUMP \$10,000	100 % \$10,000
Asphaltic Concrete Testing (To include Asphaltic Concrete Core Samples)	EACH \$500	1 \$500

**ESTIMATED COST TOTAL = \$126,330**



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan  
Johnathen Eggleston

**AGENDA ITEM: 2g**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** May 14, 2026

**PURPOSE:** To repair and resurface the City of Auburn's sections of Mount Moriah Road (total mileage is 0.88 mile) in 2026 using the Georgia Department of Transportation's L.M.I.G. grant and TSPLOST.

**BACKGROUND:** Mount Moriah Road has been in discussion to repair and repave the Auburn portion of the road. The City, along with Barrow County, have worked to pave Mt. Moriah Rd. Barrow County has selected The Scruggs Company d.b.a.as Sunbelt Asphalt to complete the road resurfacing with FDR. The project will move forward this year upon approval.

**RECOMMENDATION:** Approve

**FUNDING:** The City of Auburn's FY 2026 L.M.I.G. formula amount is \$129,037.79 which requires a minimum 30% City match of \$38,711.34. The total minimum amount the City must spend is \$167,749.13. Our estimated cost for this project is \$737,700. The City will use the FY 2026 L.M.I.G. grant and TSPLOST for an total estimated cost of \$737,700.

**ATTACHMENTS:** See packet.

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
BARROW COUNTY, GEORGIA, AND CITY OF AUBURN, GEORGIA,  
REGARDING A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT  
(Mt. Moriah Road - Widening /Re-surfacing Project)**

THIS INTERGOVERNMENTAL AGREEMENT regarding the Mt. Moriah Road Widening / Re-Surfacing Paving Project, effective as of \_\_\_\_\_, 2026 (“Agreement”), is by and between **BARROW COUNTY**, a political subdivision of the State of Georgia (“Barrow”), and **CITY OF AUBURN**, a municipality of the State of Georgia (“Auburn”). Individually, Auburn and Barrow may be referred to herein as a “Party,” and, collectively, as the “Parties.”

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, Barrow and Auburn are authorized to contract with each other for a period not exceeding fifty (50) years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which both Barrow and Auburn are authorized by law to undertake or provide; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Barrow and Auburn are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, streetlights, and devices to control the flow of traffic on roads constructed by counties; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Barrow is prohibited from exercising these powers or providing any such service inside the boundaries of Auburn except by contract with Auburn; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-41, the duties of a county with respect to its county road system include the responsibility for all construction, maintenance, or other work related to the county road system, which shall include the control, administration, and accounting of funds received for the county road system and activities incident thereto from any source; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-42, the powers of a county with respect to its county road system include the provision of maintenance thereof on any public road located within its limits; and

**WHEREAS**, Mt. Moriah Road is a county road located along the boundary between Barrow and Auburn, the planned improvements along Mt. Moriah Road from the Gwinnett County Line to just north of SR 8 in Auburn lie partly within the jurisdiction of Barrow and partly within the jurisdiction of Auburn; and

**WHEREAS**, Mt. Moriah Road is included as part of the public road systems of both Barrow and Auburn; and

**WHEREAS**, Barrow and Auburn recognize the need to repair, maintain and improve Mt. Moriah Road, based on an engineering evaluation and have obtained a cost proposal to perform the work which cost proposal is attached as “Exhibit A”; and

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
BARROW COUNTY, GEORGIA, AND CITY OF AUBURN, GEORGIA,  
REGARDING A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT  
(Mt. Moriah Road - Widening /Re-surfacing Project)**

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**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, Barrow and Auburn are authorized to contract with each other for a period not exceeding fifty (50) years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which both Barrow and Auburn are authorized by law to undertake or provide; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Barrow and Auburn are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, streetlights, and devices to control the flow of traffic on roads constructed by counties; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Barrow is prohibited from exercising these powers or providing any such service inside the boundaries of Auburn except by contract with Auburn; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-41, the duties of a county with respect to its county road system include the responsibility for all construction, maintenance, or other work related to the county road system, which shall include the control, administration, and accounting of funds received for the county road system and activities incident thereto from any source; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-42, the powers of a county with respect to its county road system include the provision of maintenance thereof on any public road located within its limits; and

**WHEREAS**, Mt. Moriah Road is a county road located along the boundary between Barrow and Auburn, the planned improvements along Mt. Moriah Road from the Gwinnett County Line to just north of SR 8 in Auburn lie partly within the jurisdiction of Barrow and partly within the jurisdiction of Auburn; and

**WHEREAS**, Mt. Moriah Road is included as part of the public road systems of both Barrow and Auburn; and

**WHEREAS**, Barrow and Auburn recognize the need to repair, maintain and improve Mt. Moriah Road, based on an engineering evaluation and have obtained a cost proposal to perform the work which cost proposal is attached as “Exhibit A”; and

**WHEREAS**, based on the engineering evaluation, Barrow’s consultants created the “Barrow County, Georgia Project Scope Responsibilities” (which is attached hereto as “Exhibit B”) which describes the work to be performed; and

**WHEREAS**, taxpayers and citizens who reside in both Barrow and Auburn will benefit from the proposed road repairs, re-surfacing and widening improvement work and both Barrow and Auburn will benefit from this Agreement by providing necessary public services most efficiently and economically; and

**WHEREAS**, Barrow and Auburn desire to proceed with the engineering, design, permitting, utility relocation, right of way acquisition, construction phases and construction management, as any or all of which may be applicable to the Project, under the terms and conditions set forth in this Agreement; and

**WHEREAS**, with the assistance of independent consultants and contractors that Barrow may employ, Barrow possesses the staff, materials and equipment to oversee the completion of the Project without delay and is willing to do so.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

**1. Services and Payment.**

a. **Barrow’s Duty to Manage the Project.** The Parties agree that the Barrow shall assume primary responsibility for management of the Project.

b. **Project Costs.** Barrow and Auburn shall jointly fund all costs associated with the construction of the Project, including, but not limited to, the construction and construction management costs as may be specified herein. The total estimated Project cost for the work identified in Exhibits A and B is TWO MILLION NINE HUNDRED NINETEEN THOUSAND FOUR HUNDRED FOUR DOLLARS AND TEN CENTS (\$2,919,404.10). The Parties hereto agree to share the costs of the Project pro-rata based on ownership of overall lane miles. The Parties agree that Auburn shall pay to Barrow the sum not to exceed ~~\$737,793.46~~ \$749,675.06, which represents the cost of the work that will occur within Auburn.

c. **Construction and Construction Management.** Barrow shall be responsible for selecting the general contractor according to applicable regulations, guidelines and requirements and for managing and overseeing construction of the Project in conformance with applicable state and local regulations, guidelines and requirements. Construction shall begin on or before July 30, 2026.

d. **Project Payment Processes and Procedures.** Barrow will make payments to the general contractor and will invoice Auburn monthly for Auburn’s share of the Project costs incurred during the preceding thirty (30) day period. Barrow shall, by the thirtieth day of each month after issuance to the contractor of the Project construction Notice to Proceed and until completion and final

acceptance of the Project by Barrow, submit an itemized invoice to Auburn for Auburn's monthly share of the Project costs. Barrow shall include with each such invoice: (i) sufficient documentation to permit an evaluation of the costs and expenses to date, (ii) a progress schedule for the estimated completion of activities described by or reflected in such invoice, and (iii) the percentage of overall completion to date of the Project. Auburn, after sufficient time for an informed review of the same and within thirty (30) days of the receipt of any such invoice, shall forward payment of the invoiced amount to Barrow.

e. **Maintenance.** Each Party's right-of-way maintenance responsibilities will not be changed by this Project. The portion of the public right of way along the subject sections of Mt. Moriah Road which are currently owned and maintained by each Party will not change.

f. **Staffing.** Both Barrow and Auburn agree and acknowledge that their respective obligations as outlined and described herein will be fulfilled through services performed by third party consultants and independent contractors in accordance with Barrow, Auburn, and, as applicable, GDOT and FHWA guidelines, directives, specifications, rules and regulations pursuant to Barrow's control, oversight, supervision and approval.

g. **Indemnification; liability protections.** All consultants, contractors and subcontractors shall be required to indemnify, defend, hold harmless and insure both Barrow and Auburn from and against any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payment, loss and expenses, including attorney's fees and litigation costs, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the consultants or contractors or other persons employed or utilized by the consultants or contractors in the design, construction, or other services or activities related to the Project. The requirements hereunder shall only be limited as may be necessary to comply with O.C.G.A. § 13-8-2(b) and (c).

2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein related to the Project, provided that the term of the Agreement shall not exceed fifty (50) years.

3. **Project Scope.** The project scope described in this Agreement includes the engineering design and construction work for full-depth reclamation of the existing roadway, widening Mt. Moriah Road by 1 foot on each side (see "Exhibit B" attached). Any additional repairs, construction, improvements or enhancements within or adjacent to or beyond the Project Scope as reflected by the Project engineering/construction plans, shall be the financial obligation of the Party initiating and responsible for the same.

4. **Funding.** Both Barrow and Auburn have allocated the funds necessary to satisfy all costs associated with the construction of the Project. Each of the Parties hereto also understands and acknowledges that the other Party is not obligated to provide any additional funding for the Project except as may be specifically set forth and conditioned by future written agreement between the Parties. Any understanding or agreement between the Parties as to the future or additional funding of any phase of the Project and the respective and associated responsibilities and commitments of the Parties with respect thereto shall be in writing and shall be reflected in a subsequent amendment to this Agreement. Nothing in this subsection shall be interpreted to prevent one Party from

committing additional funding for the Project independently of the other Party, provided that any change in Project Scope must be agreed upon by both Parties in writing.

5. **Miscellaneous.**

a. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.

b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

c. **Public Procurement Requirements.** Barrow has bid and contracted for the work in compliance with all public road work procurement requirements under any applicable law.

Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.

d. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.

e. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.

f. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

g. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean (a) any cause beyond the Party's reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g)

natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party's control which prevent performance under this Agreement.

**h. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.

**i. Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**j. Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**k. Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**l. Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

**m. Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand or overnight delivery service to the addresses indicated below:

If to Barrow:  
Barrow County, Georgia  
Historic Courthouse

If to Auburn:  
City of Auburn, Georgia  
1 Auburn Way

30 N Broad St  
Winder, GA 30680  
ATTN: County Manager

Auburn, GA 30011  
ATTN: City Manager

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**BARROW COUNTY, GEORGIA**, by  
and through its Board of Commissioners

By: \_\_\_\_\_  
Pat Graham, Chairman

Attest: \_\_\_\_\_  
County Clerk

(county seal)

Approved as to Form:

\_\_\_\_\_  
County Attorney

**CITY OF AUBURN, GEORGIA**, by  
and through its City Council

By: \_\_\_\_\_  
Rick Roquemore, Mayor

Attest: \_\_\_\_\_  
City Clerk

(city seal)

Approved as to Form:

\_\_\_\_\_  
City Attorney

**WHEREAS**, based on the engineering evaluation, Barrow’s consultants created the “Barrow County, Georgia Project Scope Responsibilities” (which is attached hereto as “Exhibit B”) which describes the work to be performed; and

**WHEREAS**, taxpayers and citizens who reside in both Barrow and Auburn will benefit from the proposed road repairs, re-surfacing and widening improvement work and both Barrow and Auburn will benefit from this Agreement by providing necessary public services most efficiently and economically; and

**WHEREAS**, Barrow and Auburn desire to proceed with the engineering, design, permitting, utility relocation, right of way acquisition, construction phases and construction management, as any or all of which may be applicable to the Project, under the terms and conditions set forth in this Agreement; and

**WHEREAS**, with the assistance of independent consultants and contractors that Barrow may employ, Barrow possesses the staff, materials and equipment to oversee the completion of the Project without delay and is willing to do so.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

**1. Services and Payment.**

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acceptance of the Project by Barrow, submit an itemized invoice to Auburn for Auburn's monthly share of the Project costs. Barrow shall include with each such invoice: (i) sufficient documentation to permit an evaluation of the costs and expenses to date, (ii) a progress schedule for the estimated completion of activities described by or reflected in such invoice, and (iii) the percentage of overall completion to date of the Project. Auburn, after sufficient time for an informed review of the same and within thirty (30) days of the receipt of any such invoice, shall forward payment of the invoiced amount to Barrow.

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g. **Indemnification; liability protections.** All consultants, contractors and subcontractors shall be required to indemnify, defend, hold harmless and insure both Barrow and Auburn from and against any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payment, loss and expenses, including attorney's fees and litigation costs, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the consultants or contractors or other persons employed or utilized by the consultants or contractors in the design, construction, or other services or activities related to the Project. The requirements hereunder shall only be limited as may be necessary to comply with O.C.G.A. § 13-8-2(b) and (c).

2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein related to the Project, provided that the term of the Agreement shall not exceed fifty (50) years.

3. **Project Scope.** The project scope described in this Agreement includes the engineering design and construction work for full-depth reclamation of the existing roadway, widening Mt. Moriah Road by 1 foot on each side (see "Exhibit B" attached). Any additional repairs, construction, improvements or enhancements within or adjacent to or beyond the Project Scope as reflected by the Project engineering/construction plans, shall be the financial obligation of the Party initiating and responsible for the same.

4. **Funding.** Both Barrow and Auburn have allocated the funds necessary to satisfy all costs associated with the construction of the Project. Each of the Parties hereto also understands and acknowledges that the other Party is not obligated to provide any additional funding for the Project except as may be specifically set forth and conditioned by future written agreement between the Parties. Any understanding or agreement between the Parties as to the future or additional funding of any phase of the Project and the respective and associated responsibilities and commitments of the Parties with respect thereto shall be in writing and shall be reflected in a subsequent amendment to this Agreement. Nothing in this subsection shall be interpreted to prevent one Party from

committing additional funding for the Project independently of the other Party, provided that any change in Project Scope must be agreed upon by both Parties in writing.

5. **Miscellaneous.**

a. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.

b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

c. **Public Procurement Requirements.** Barrow has bid and contracted for the work in compliance with all public road work procurement requirements under any applicable law.

Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.

d. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.

e. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.

f. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

g. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean (a) any cause beyond the Party's reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g)

natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party's control which prevent performance under this Agreement.

**h. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.

**i. Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**j. Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**k. Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**l. Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

**m. Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand or overnight delivery service to the addresses indicated below:

If to Barrow:  
Barrow County, Georgia  
Historic Courthouse

If to Auburn:  
City of Auburn, Georgia  
1 Auburn Way

30 N Broad St  
Winder, GA 30680  
ATTN: County Manager

Auburn, GA 30011  
ATTN: City Manager

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**BARROW COUNTY, GEORGIA**, by  
and through its Board of Commissioners

By: \_\_\_\_\_  
Pat Graham, Chairman

Attest: \_\_\_\_\_  
County Clerk

(county seal)

Approved as to Form:

\_\_\_\_\_  
County Attorney

**CITY OF AUBURN, GEORGIA**, by  
and through its City Council

By: \_\_\_\_\_  
Rick Roquemore, Mayor

Attest: \_\_\_\_\_  
City Clerk

(city seal)

Approved as to Form:

\_\_\_\_\_  
City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
BARROW COUNTY, GEORGIA, AND CITY OF AUBURN, GEORGIA,  
REGARDING A CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT  
(Mt. Moriah Road - Widening /Re-surfacing Project)**

THIS INTERGOVERNMENTAL AGREEMENT regarding the Mt. Moriah Road Widening / Re-Surfacing Paving Project, effective as of \_\_\_\_\_, 2026 (“Agreement”), is by and between **BARROW COUNTY**, a political subdivision of the State of Georgia (“Barrow”), and **CITY OF AUBURN**, a municipality of the State of Georgia (“Auburn”). Individually, Auburn and Barrow may be referred to herein as a “Party,” and, collectively, as the “Parties.”

**WHEREAS**, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, Barrow and Auburn are authorized to contract with each other for a period not exceeding fifty (50) years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which both Barrow and Auburn are authorized by law to undertake or provide; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Barrow and Auburn are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, streetlights, and devices to control the flow of traffic on roads constructed by counties; and

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Barrow is prohibited from exercising these powers or providing any such service inside the boundaries of Auburn except by contract with Auburn; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-41, the duties of a county with respect to its county road system include the responsibility for all construction, maintenance, or other work related to the county road system, which shall include the control, administration, and accounting of funds received for the county road system and activities incident thereto from any source; and

**WHEREAS**, pursuant to O.C.G.A. § 32-4-42, the powers of a county with respect to its county road system include the provision of maintenance thereof on any public road located within its limits; and

**WHEREAS**, Mt. Moriah Road is a county road located along the boundary between Barrow and Auburn, the planned improvements along Mt. Moriah Road from the Gwinnett County Line to just north of SR 8 in Auburn lie partly within the jurisdiction of Barrow and partly within the jurisdiction of Auburn; and

**WHEREAS**, Mt. Moriah Road is included as part of the public road systems of both Barrow and Auburn; and

**WHEREAS**, Barrow and Auburn recognize the need to repair, maintain and improve Mt. Moriah Road, based on an engineering evaluation and have obtained a cost proposal to perform the work which cost proposal is attached as “Exhibit A”; and

**WHEREAS**, based on the engineering evaluation, Barrow’s consultants created the “Barrow County, Georgia Project Scope Responsibilities” (which is attached hereto as “Exhibit B”) which describes the work to be performed; and

**WHEREAS**, taxpayers and citizens who reside in both Barrow and Auburn will benefit from the proposed road repairs, re-surfacing and widening improvement work and both Barrow and Auburn will benefit from this Agreement by providing necessary public services most efficiently and economically; and

**WHEREAS**, Barrow and Auburn desire to proceed with the engineering, design, permitting, utility relocation, right of way acquisition, construction phases and construction management, as any or all of which may be applicable to the Project, under the terms and conditions set forth in this Agreement; and

**WHEREAS**, with the assistance of independent consultants and contractors that Barrow may employ, Barrow possesses the staff, materials and equipment to oversee the completion of the Project without delay and is willing to do so.

**NOW THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

**1. Services and Payment.**

a. **Barrow’s Duty to Manage the Project.** The Parties agree that the Barrow shall assume primary responsibility for management of the Project.

b. **Project Costs.** Barrow and Auburn shall jointly fund all costs associated with the construction of the Project, including, but not limited to, the construction and construction management costs as may be specified herein. The total estimated Project cost for the work identified in Exhibits A and B is TWO MILLION NINE HUNDRED NINETEEN THOUSAND FOUR HUNDRED FOUR DOLLARS AND TEN CENTS (\$2,919,404.10). The Parties hereto agree to share the costs of the Project pro-rata based on ownership of overall lane miles. The Parties agree that Auburn shall pay to Barrow the sum not to exceed ~~\$737,793.46~~ \$749,675.06, which represents the cost of the work that will occur within Auburn.

c. **Construction and Construction Management.** Barrow shall be responsible for selecting the general contractor according to applicable regulations, guidelines and requirements and for managing and overseeing construction of the Project in conformance with applicable state and local regulations, guidelines and requirements. Construction shall begin on or before July 30, 2026.

d. **Project Payment Processes and Procedures.** Barrow will make payments to the general contractor and will invoice Auburn monthly for Auburn’s share of the Project costs incurred during the preceding thirty (30) day period. Barrow shall, by the thirtieth day of each month after issuance to the contractor of the Project construction Notice to Proceed and until completion and final

acceptance of the Project by Barrow, submit an itemized invoice to Auburn for Auburn's monthly share of the Project costs. Barrow shall include with each such invoice: (i) sufficient documentation to permit an evaluation of the costs and expenses to date, (ii) a progress schedule for the estimated completion of activities described by or reflected in such invoice, and (iii) the percentage of overall completion to date of the Project. Auburn, after sufficient time for an informed review of the same and within thirty (30) days of the receipt of any such invoice, shall forward payment of the invoiced amount to Barrow.

e. **Maintenance.** Each Party's right-of-way maintenance responsibilities will not be changed by this Project. The portion of the public right of way along the subject sections of Mt. Moriah Road which are currently owned and maintained by each Party will not change.

f. **Staffing.** Both Barrow and Auburn agree and acknowledge that their respective obligations as outlined and described herein will be fulfilled through services performed by third party consultants and independent contractors in accordance with Barrow, Auburn, and, as applicable, GDOT and FHWA guidelines, directives, specifications, rules and regulations pursuant to Barrow's control, oversight, supervision and approval.

g. **Indemnification; liability protections.** All consultants, contractors and subcontractors shall be required to indemnify, defend, hold harmless and insure both Barrow and Auburn from and against any claims, damages, actions, judgments, costs, penalties, liabilities, demands, request for payment, loss and expenses, including attorney's fees and litigation costs, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the consultants or contractors or other persons employed or utilized by the consultants or contractors in the design, construction, or other services or activities related to the Project. The requirements hereunder shall only be limited as may be necessary to comply with O.C.G.A. § 13-8-2(b) and (c).

2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein related to the Project, provided that the term of the Agreement shall not exceed fifty (50) years.

3. **Project Scope.** The project scope described in this Agreement includes the engineering design and construction work for full-depth reclamation of the existing roadway, widening Mt. Moriah Road by 1 foot on each side (see "Exhibit B" attached). Any additional repairs, construction, improvements or enhancements within or adjacent to or beyond the Project Scope as reflected by the Project engineering/construction plans, shall be the financial obligation of the Party initiating and responsible for the same.

4. **Funding.** Both Barrow and Auburn have allocated the funds necessary to satisfy all costs associated with the construction of the Project. Each of the Parties hereto also understands and acknowledges that the other Party is not obligated to provide any additional funding for the Project except as may be specifically set forth and conditioned by future written agreement between the Parties. Any understanding or agreement between the Parties as to the future or additional funding of any phase of the Project and the respective and associated responsibilities and commitments of the Parties with respect thereto shall be in writing and shall be reflected in a subsequent amendment to this Agreement. Nothing in this subsection shall be interpreted to prevent one Party from

committing additional funding for the Project independently of the other Party, provided that any change in Project Scope must be agreed upon by both Parties in writing.

5. **Miscellaneous.**

a. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.

b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

c. **Public Procurement Requirements.** Barrow has bid and contracted for the work in compliance with all public road work procurement requirements under any applicable law.

Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.

d. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.

e. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.

f. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.

g. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean (a) any cause beyond the Party's reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g)

natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party's control which prevent performance under this Agreement.

**h. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.

**i. Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**j. Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**k. Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

**l. Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.

**m. Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand or overnight delivery service to the addresses indicated below:

If to Barrow:  
Barrow County, Georgia  
Historic Courthouse

If to Auburn:  
City of Auburn, Georgia  
1 Auburn Way

30 N Broad St  
Winder, GA 30680  
ATTN: County Manager

Auburn, GA 30011  
ATTN: City Manager

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

**BARROW COUNTY, GEORGIA**, by  
and through its Board of Commissioners

By: \_\_\_\_\_  
Pat Graham, Chairman

Attest: \_\_\_\_\_  
County Clerk

Approved as to Form:

\_\_\_\_\_  
County Attorney

**DRAFT** (county seal)

**CITY OF AUBURN, GEORGIA**, by  
and through its City Council

By: \_\_\_\_\_  
Rick Roquemore, Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

(city seal)

**“EXHIBIT -A”**



a division of  
**The Scruggs Company**

Tel: 770-867-5312 Fax: 470-255-2327  
1410 Sunbelt Way Auburn, GA 30011

# Change Order

[www.sunbeltasphalt.com](http://www.sunbeltasphalt.com)

Proposal Submitted to:  
Barrow County

Telephone: (678)410-0084  
Email: [cyancey@barrowga.org](mailto:cyancey@barrowga.org)

Date: 4/14/26

Revised 4/14/26

Job Name: Barrow County Mt Moriah Road  
Project No: 00044-3  
Project Address: Mt Moriah Rd, Auburn, Ga.  
Estimator: Clay Johnson

Attention: Chris Yancey

We propose to furnish all materials and perform all labor necessary to complete the following:

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Barrow County Mt Moriah Widening</b>				
Milling, Full Depth Reclamation, Asphalt Paving, Shoulder Widening/Reconstruction, Erosion Control, Striping.	<b>1.00</b>	<b>LS</b>	<b>\$2,142,036.64</b>	<b>\$2,142,036.64</b>
<b>City of Auburn Mt Moriah Widening</b>				
Milling, Full Depth Reclamation, Asphalt Paving, Shoulder Widening/Reconstruction, Erosion Control, Striping.	<b>1.00</b>	<b>LS</b>	<b>\$737,793.46</b>	<b>\$737,793.46</b>
<b>Estimated Project Total:</b>				<b>\$2,879,830.10</b>

**Asphalt Liquid Index Increase**                      **1.00 LS**                      **\$39,574.00**

This adjustment reflects a \$94.00 per ton increase in the liquid asphalt index, applied to the 8,420 tons required to complete the work outlined within this scope.

FILL MATERIAL REQUIRED FOR DIRT SHOULDER CONSTRUCTION WILL BE PROVIDED AT A RATE OF \$30.00 PER CUBIC YARD.

THIS PROPOSAL ASSUMES CONTINUOUS 24-HOUR, 7-DAY-A-WEEK OPERATIONS.

24/7 TRAFFIC CONTROL & REQUIRED SIGNAGE ASSOCIATED WITH ALL PAVING OPERATIONS ARE INCLUDED IN THIS PROPOSAL.

THE PRICING PROVIDED IN THIS PROPOSAL IS VALID THROUGH MAY 31, 2026.      July 31, 2026

Any grading in excess of .1ft.+/- or correction required under other sections of the job specifications (otherwise specified) will be done at extra cost for any equipment and labor (including applicable insurance and payroll taxes) required. Sunbelt Asphalt will not be responsible for locates, underground utilities or any other conditions beyond our control. Design grade shall be a minimum of 1% to insure drainage and a maximum of 12% to prevent slippage. Engineering, staking, testing, class b concrete, and bond are excluded from this proposal.

All work will be guaranteed against failure for a period of one year from completion, excluding loads in excess of the specified load limit, cracks, which will reappear eventually due to fluctuations in climate, or failure resulting from work performed by others.

All of the above work will be completed in a substantial and workmanlike manner according to standard practices for the sum of **Two Million Nine Hundred Nineteen Thousand Four Hundred Four Dollars and Ten Cents - (\$2,919,404.10).** **MADE IN PROGRESS PAYMENTS WITH TERMS NO MORE THAN NET 30 DAYS.**

Our employees are fully covered by Worker's Compensation and General Liability Insurance.

Any alteration or deviation from the above specifications involving extra cost of material and or labor will be executed only upon written orders for same, and will become an extra charge over the sum mentioned in this contract. Paving quantities may vary from the original plans and therefore all quantities will be field measured at the time of completion and billed/credited accordingly. All agreements must be in writing. This proposal is good for Thirty(30) days from date of receipt, excluding asphalt material.

Authorized Signature: \_\_\_\_\_

**ACCEPTANCE**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: \_\_\_\_\_, 20 \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**Mt. Moriah Road - 1' Shoulder Widening**  
Barrow County

ROADWAY ITEMS						
Item Number	Item Description	Units	Quantity	Unit Price	Cost	
150-1000	TRAFFIC CONTROL	LS	1	\$ 410,233.01	\$ 410,233.01	
210-0100	GRADING COMPLETE	LS	1	\$ 405,857.80	\$ 405,857.80	
506-0100	BORROW EXCAVATION (HAUL & PLACE SHOULDER MATERIAL)	CY	3600	\$ 29.50	\$ 106,200.00	
310-5100	AGGR SURF CRS	TN	100	\$ 45.00	\$ 4,500.00	
402-1802	FULL DEPTH RECLAMATION WITH PORTLAND CEMENT, 8", 40 LBS/SY	SY	42090	\$ 11.03	\$ 464,252.70	
402-3112	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	4640	\$ 87.35	\$ 405,304.00	
402-3130	RECYCLE ASPH CONC 12.5 MM SUPERPAVE, TP 2, BLEND 1, INCL BITUM MATL & H-LIME	TN	3680	\$ 94.09	\$ 346,251.20	
413-1000	BITUM TACK COAT	GL	5090	\$ 1.94	\$ 9,874.60	
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (0-3.5")	SY	38700	\$ 3.48	\$ 134,676.00	
441-0016	DRIVEWAY CONCRETE, 6 IN THICK	SY	730	\$ 75.00	\$ 54,750.00	
444-1000	SAWED JOINT IN EXIST PAVEMENTS - PPC	LF	880	\$ 7.00	\$ 6,160.00	
	SHOULDER RECONSTRUCTION AND TURF ESTABLISHMENT	SH. MI	5.72	\$ 2,800.00	\$ 16,016.00	
999-8004	TESTING CORE SAMPLES - ASPHALTIC CONCRETE	EA	4	\$ 100.00	\$ 400.00	
<b>SUBTOTAL</b>					<b>\$ 2,364,475.31</b>	
DRAINAGE ITEMS						
Item Number	Item Description	Units	Quantity	Unit Price	Cost	
500-3101	CLASS A CONCRETE, INCL REINF STEEL	CY	6	\$ 2,800.00	\$ 16,800.00	
550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	LF	300	\$ 120.00	\$ 36,000.00	
550-5300	STORM DRAIN PIPE, 30 IN, CLASS III	LF	24	\$ 2,000.00	\$ 48,000.00	
<b>SUBTOTAL</b>					<b>\$ 100,800.00</b>	
PERMANENT EROSION CONTROL ITEMS						
Item Number	Item Description	Units	Quantity	Unit Price	Cost	
603-2036	STN DUMPED RIP RAP, TP 1, 36 IN, INCL FABRIC	SY	100	\$ 125.00	\$ 12,500.00	
700-6910	PERMANENT GRASSING	AC	1	\$ 3,000.00	\$ 3,000.00	
700-7000	AGRICULTURAL LIME	TN	0.2	\$ 400.00	\$ 80.00	
700-8000	FERTILIZER MIXED GRADE	TN	0.60	\$ 400.00	\$ 240.00	
700-8100	FERTILIZER NITROGEN CONTENT	LB	50	\$ 5.00	\$ 250.00	
700-9300	SOD	SY	750	\$ 14.00	\$ 10,500.00	
716-2000	EROSION CONTROL MATS, SLOPES	SY	1,000	\$ 2.50	\$ 2,500.00	
<b>SUBTOTAL</b>					<b>\$ 29,070.00</b>	
TEMPORARY EROSION CONTROL ITEMS						
Item Number	Item Description	Units	Quantity	Unit Price	Cost	
163-0232	TEMPORARY GRASSING	AC	1	\$ 3,000.00	\$ 3,000.00	
163-0240	MULCH	TN	0.25	\$ 1,500.00	\$ 375.00	
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	2000	\$ 2.50	\$ 5,000.00	
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	4000	\$ 6.00	\$ 24,000.00	
<b>SUBTOTAL</b>					<b>\$ 32,375.00</b>	
SIGNING AND MARKING ITEMS						
Item Number	Item Description	Units	Quantity	Unit Price	Cost	
611-5551	REMOVE AND RESET SIGN	EA	40	\$ 350.00	\$ 14,000.00	
652-2501	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	33160	\$ 0.45	\$ 14,922.00	
652-2502	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	33160	\$ 0.45	\$ 14,922.00	
652-5701	SOLID TRAF STRIPE, 24 IN, WHITE	LF	240	\$ 8.00	\$ 1,920.00	
653-0100	THERMO PVMT MARKING, RR CROSSING SYMBOL	EA	1	\$ 3,500.00	\$ 3,500.00	
653-0120	THERMO PVMT MARKING, ARROW, ALL TYPES	EA	6	\$ 200.00	\$ 1,200.00	
653-0220	THERMO PAVEMENT MARKING, STOP, TP 2	EA	2	\$ 272.47	\$ 544.94	
653-0240	THERMO PAVEMENT MARKING, AHEAD, TP 4	EA	2	\$ 381.46	\$ 762.92	
653-1502	THERMO SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	33160	\$ 0.54	\$ 17,906.40	
653-1501	THERMO SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	33160	\$ 0.54	\$ 17,906.40	
653-1704	THERMO SOLID TRAFFIC STRIPE, 24 IN, WHITE	LF	240	\$ 9.26	\$ 2,222.40	
653-3501	THERMO SKIP TRAF STRIPE, 5 IN, THERMOPLASTIC	GLF	200	\$ 1.09	\$ 218.00	
653-6004	THERMOPLASTIC TRAF STRIPE, WHITE	SY	105	\$ 6.50	\$ 682.50	
	CROSSWALK PAVEMENT MARKING, LADDER TYPE, THERMO	SY	22	\$ 27.25	\$ 599.50	
<b>SUBTOTAL</b>					<b>\$91,307.06</b>	
<b>CONSTRUCTION COST:</b>					<b>\$2,618,027.37</b>	
OWNER CONTINGENCY (10%):					\$261,802.74	
<b>TOTAL:</b>					<b>\$2,879,830.11</b>	



## Asphalt Cement Price Index

Payments under Section 109 "Monthly Asphalt Cement Price" on eligible projects will be made using the Georgia Base Asphalt Price.

Filter

Year

Month

Go! Reset Close

Year	Month	English	Metric	Let Date
2026	April	\$653 /Ton	\$720 /MG	Beginning July 2015
2026	March	\$559 /Ton	\$616 /MG	Beginning July 2015
2026	February	\$561 /Ton	\$618 /MG	Beginning July 2015
2026	January	\$566 /Ton	\$624 /MG	Beginning July 2015
2025	December	\$571 /Ton	\$629 /MG	Beginning July 2015
2025	November	\$577 /Ton	\$636 /MG	Beginning July 2015
2025	October	\$584 /Ton	\$644 /MG	Beginning July 2015
2025	September	\$583 /Ton	\$643 /MG	Beginning of July 2015
2025	August	\$585 /Ton	\$645 /MG	Beginning July 2015
2025	July	\$584 /Ton	\$644 /MG	Beginning July 2015
2025	June	\$583 /Ton	\$643 /MG	Beginning July 2015
2025	May	\$582 /Ton	\$642 /MG	Beginning July 2015
2025	April	\$581 /Ton	\$640 /MG	Beginning July 2015
2025	March	\$581 /Ton	\$640 /MG	Beginning July 2015

## **“EXHIBIT B”**

### **BARROW COUNTY, GEORGIA PROJECT SCOPE RESPONSIBILITIES**

Barrow agrees to perform resurfacing or repaving and associated construction work for full-depth reclamation of the existing roadway, including widening Mt. Moriah Road by one (1) foot on each side. Mt. Moriah Road is approximately 2.95 miles in length and varies from 18 to 20 feet in width. The project scope for resurfacing is as follows:

#### **Section 1 - Gwinnett County Line to Union Grove Church Road / Harmony Grove Church Road 1.25 Miles**

- Southbound Lane
  - Variable Depth Milling
  - Full Depth Reclamation
  - 19MM Binder
- Northbound Lane
  - Variable Depth Milling
  - Full Depth Reclamation
  - 19MM Binder

#### **Section 2 - Union Grove Church Road / Harmony Grove Church Road to Etheridge Road 0.60 Miles**

- Southbound Lane
  - Variable Depth Milling
  - Full Depth Reclamation
  - 19MM Binder
- Northbound Lane
  - Variable Depth Milling
  - Full Depth Reclamation
  - 19MM Binder

#### **Section 3 - Etheridge Road to US 29 - 1.1 Miles**

- Southbound Lane
  - Variable Depth Milling
  - Full Depth Reclamation
  - 19MM Binder
- Northbound Lane
  - Variable Depth Milling
  - Full Depth Reclamation
  - 19MM Binder

All shoulder building activity will occur prior to topping.

An additional six shifts will be required to complete the 12.5MM topping installation following completion of the binder course in all sections. Topping operations will be performed at night to minimize impacts to traffic flow.

### **Traffic Control**

We will maintain a 24/7 fully staffed traffic control operation throughout the project. Police will be stationed at both ends of the lane closure at all times, and alternate route signage will be installed to allow travelers to voluntarily detour around the work zone if desired.

A pilot car will be used continuously, and a minimum of four traffic control personnel will be present 24/7 to ensure safe and efficient traffic movement through the project limits.

These sections shall be resurfaced to the specifications required by Barrow County Code. Barrow agrees to substantially complete the resurfacing within \_\_\_\_\_ of the execution of this Agreement by the parties.

The Scope of Work will include all material and labor necessary to provide Milling, Full Depth Reclamation, Asphalt Paving (Binder & Wearing Course), Bituminous Tack, Shoulder Re-Construction and Turf Establishment, Striping and Paving Markings, Traffic Control, Testing, Engineering & Construction Staking, Plans and all work associated with Shoulder Widening to include Grading Complete, Fill Material, Drainage Pipe, Erosion Control Items, Necessary Land Disturbance Plans & Permits, Concrete, Concrete Driveway Re-Construction and any other work necessary associated with the accommodation of Shoulder Widening in accordance with the approved plans attached hereto and incorporated herein by reference.

Contractor will be responsible for and price includes all required utility relocations and damage to existing utilities.

Contractor shall confer with each jurisdiction for input for paving back at side roads, pavement markings and crosswalks within each jurisdiction's sections of road.