

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, MARCH 21, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
TO IMMEDIATELY FOLLOW THE 4:00 PM WORK SESSION**

A. ROLL CALL

B. OPENING PRESENTATIONS

1. Recognition of Citizen Arthur Smith by Emergency Services

2. Proclamation Recognizing the Lunar New Year

C. INVOCATION AND PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

E. APPROVAL OF MINUTES

1. Minutes of the Work Session held on March 7, 2024
2. Minutes of the Voting Session held on March 7, 2024

F. APPROVAL OF AGENDA

G. PUBLIC COMMENT

H. CONSENT AGENDA

1. Request to Accept a Department of Behavioral Health and Developmental Disabilities Grant
2. Request to Accept Georgia Department of Human Services Grant
3. Request to Accept Georgia Family Connection Kinship Cohort Funding
4. A Development Agreement Between the County and Century Communities of Georgia, LLC Regarding Proposed Modifications to Zoning Change Stipulations Related to the Crosby Square Townhome Development at Lumpkin Campground Road North and State Highway 53 (*approval will move item forward to a public hearing on April 18, 2024*)

I. ALCOHOL LICENSE

1. New Alcohol License (*Retail Consumption on Premises of Beer, Wine and Distilled Spirits*) – GK Steakhouse Inc. dba SK Korean Steakhouse, 126 Georgia 400 North, Dawsonville, Georgia

J. ZONING

1. ZA 23-08 - Chief Construction Management LLC requests to rezone 79.88 acres of TMP 054-015 from RA (Residential Agriculture) to CIR (Commercial Industrial Restricted) (Marvin Styles Road).

K. NEW BUSINESS

1. Consideration of Board Authorization to Enter into Agreement to Purchase Real Estate to Acquire Right of Way, Temporary Easement, and Driveway Easements from Shoal Creek Supply Inc., Tax Parcel No.: 081-004 (Project Parcel 6) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road
2. Consideration of Board Authorization to Enter into Agreement to Purchase Real Estate to Acquire Driveway Easements from Connor Thomas McGrew and Donna Louise McGrew, Tax Parcel Nos.: 081-001 and 081-003 (Project Parcels 7 and 8) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road
3. Consideration of Amendment to LMC (McCormick Solutions) / Tax Assessor Agricultural / Rural Property Appraisal Agreement
4. Consideration of RFP #431-23 - Dawson County Outdoor LED Lighting Conversion Project
5. Consideration of Ascension Program Management Contract Approval for Emergency 9-1-1 / Emergency Operations Center Construction Project

L. PUBLIC COMMENT

M. ADJOURNMENT

**An Executive Session may follow the Voting Session meeting.*

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 706-344-3666, extension 44514. The county will make reasonable accommodations for those persons.



**DAWSON COUNTY
BOARD OF COMMISSIONERS**

**IN RECOGNITION OF THE
LUNAR NEW YEAR**

PROCLAMATION

WHEREAS, February 10, 2024, marks the beginning of the Lunar New Year, which is celebrated in Asian-American communities across the United States and, especially, Georgia; and

WHEREAS, Georgia is home to approximately 495,000 Asian and Pacific Islander Americans of Bangladeshi, Cambodian, Chinese, Filipino, Hmong, Indian, Indonesian, Iu Mien, Japanese, Korean, Laotian, Malaysian, Pakistani, Sri Lankan, Taiwanese, and Vietnamese descent; and

WHEREAS, The Asian and Pacific Islander American community has contributed to the social, cultural, civic, economic, and academic success of the state; and

WHEREAS, The Lunar New Year is predominately celebrated by Chinese, Korean, and Vietnamese residents of Georgia; and

WHEREAS, This Lunar New Year is the Year of the Dragon and is universally celebrated by these communities as a time to renew family ties and to start the new year with a clean slate; and

WHEREAS, The celebration of the Lunar New Year in communities throughout Georgia illustrates the state's rich cultural history and commitment to racial, religious, and cultural diversity; and

WHEREAS, Dawson County proudly follows the State of Georgia in welcoming the Lunar New Year and extends best wishes for a peaceful and prosperous Lunar New Year to all Georgians;

NOW, THEREFORE, the Dawson County Board of Commissioners hereby proclaims February 10, 2024, as the beginning of the Lunar New Year - the Year of the Dragon.

Attest:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
WORK SESSION MINUTES – THURSDAY, MARCH 7, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond; Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Paul Frickey; County Clerk Kristen Cloud; and interested citizens of Dawson County.

NEW BUSINESS

1. Presentation of Traverse Juror Pay- Court Operations Division Director Cyndi Hurst
This item will be placed on the March 21, 2024, Voting Session Agenda.
2. Presentation of Request to Accept a Department of Behavioral Health and Developmental Disabilities Grant- Family Connection Coordinator Rebecca Bliss
This item will be placed on the March 21, 2024, Voting Session Agenda.
3. Presentation of Request to Accept Georgia Department of Human Services Grant- Family Connection Coordinator Rebecca Bliss
This item will be placed on the March 21, 2024, Voting Session Agenda.
4. Presentation of Request to Accept Georgia Family Connection Kinship Cohort Funding- Family Connection Coordinator Rebecca Bliss
This item will be placed on the March 21, 2024, Voting Session Agenda.
5. Presentation of Board Authorization to Enter into Agreement to Purchase Real Estate to Acquire Right of Way, Temporary Easement, and Driveway Easements from Shoal Creek Supply, Inc., Tax Parcel No.: 081-004 (Project Parcel 6) for the Sum of \$20,400 for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road- Public Works Director Robert Drewry
This item will be placed on the March 21, 2024, Voting Session Agenda.
6. Presentation of Board Authorization to Enter into Agreement to Purchase Real Estate to Acquire Driveway Easements from Connor Thomas McGrew and Donna Louise McGrew, Tax Parcel Nos.: 081-001 and 081-003 (Project Parcels 7 and 8) for Dawson County P.I. # 0120048- Right of Way of Proposed State Route 136 at Shoal Creek Road- Public Works Director Robert Drewry
This item will be placed on the March 21, 2024, Voting Session Agenda.
7. Presentation of Amendment to LMC (McCormick Solutions) / Tax Assessor Agricultural / Rural Property Appraisal Agreement- Chief Appraiser Elaine Garrett / Purchasing Manager Melissa Hawk
This item will be placed on the March 21, 2024, Voting Session Agenda.

8. Presentation of RFP #431-23 - Dawson County Outdoor LED Lighting Conversion Project- Parks & Recreation Director Matt Payne / Purchasing Manager Melissa Hawk
This item will be placed on the March 21, 2024, Voting Session Agenda.
9. Presentation of Project Management Services Contract Approval for Emergency 9-1-1 / Emergency Operations Center Construction Project- County Manager Joey Leverette / Purchasing Manager Melissa Hawk
This item will be placed on the March 21, 2024, Voting Session Agenda.
10. Presentation of a Development Agreement Between the County and Century Communities of Georgia, LLC, Regarding Proposed Modifications to Zoning Change Stipulations Related to the Crosby Square Townhome Development at Lumpkin Campground Road North and State Highway 53- County Attorney
This item will be placed on the March 21, 2024, Voting Session Agenda.
11. Presentation and Draft Update of Fire Code Ordinance- County Attorney
This item will be placed on the March 21, 2024, Work Session Agenda for additional presentation and discussion.
12. County Manager Report
This item was for information only.
13. County Attorney Report
County Attorney Frickey had no information to report and requested an Executive Session.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – THURSDAY, MARCH 7, 2024
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
IMMEDIATELY FOLLOWING THE 4:00 PM WORK SESSION**

ROLL CALL: Those present were Chairman Billy Thurmond; Commissioner Seth Stowers, District 1; Commissioner Chris Gaines, District 2; Commissioner Alexa Bruce, District 3; Commissioner Emory Dooley, District 4; County Manager Joey Leverette; County Attorney Paul Frickey; County Clerk Kristen Cloud; and interested citizens of Dawson County.

OPENING PRESENTATION:

Development Authority of Dawson County (DADC) Update – DADC Chairman Jere Allen

Development Authority of Dawson County Chairman Jere Allen presented a PowerPoint presentation as part of a DADC quarterly update to the Board of Commissioners.

INVOCATION AND PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

None

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on February 15, 2024. Stowers/Gaines

Motion passed 4-0 to approve the Minutes of the Voting Session held on February 15, 2024. Dooley/Stowers

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda as presented. Gaines/Stowers

PUBLIC COMMENT:

None

PUBLIC HEARINGS:

Proposed Amendment to Chapter 109, Environment and Natural Resources of the County Code to Provide for a Reservoir Protection District (1st of 1 hearing)

Planning & Development Director Sharon Farrell reviewed the proposed amendment.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on a Proposed Amendment to Chapter 109, Environment and Natural Resources of the County Code to Provide for a Reservoir Protection District and, hearing none, closed the hearing.

Motion passed 4-0 to approve a Proposed Amendment to Chapter 109, Environment and Natural Resources of the County Code to Provide for a Reservoir Protection District. Gaines/Bruce

Proposed Ordinance Amendments to Provide for an Entertainment District (Noise, Alcohol, Health/Foodservice, and Land Use)

Prior to each hearing, Planning & Development Director Sharon Farrell reviewed each proposed amendment.

- Proposed Amendment to Chapter 34, Offenses and Miscellaneous Provisions, Section 34-1 Noise, of the Dawson County Code (1st of 1 hearing)

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on a Proposed Amendment to Chapter 34, Offenses and Miscellaneous Provisions, Section 34-1 Noise, of the Dawson County Code and hearing none, closed the hearing.

Motion passed 4-0 to approve a Proposed Amendment to Chapter 34, Offenses and Miscellaneous Provisions, Section 34-1 Noise, of the Dawson County Code. Gaines/Stowers

- Proposed Amendment to Chapter 6, Alcoholic Beverages, of the Dawson County Code (1st of 1 hearing)

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on a Proposed Amendment to Chapter 6, Alcoholic Beverages, of the Dawson County Code and, hearing none, closed the hearing.

Motion passed 4-0 to approve a Proposed Amendment to Chapter 6, Alcoholic Beverages, of the Dawson County Code. Stowers/Bruce

- Proposed Amendment to Chapter 26, Health, Article II Food Service Sanitation, of the Dawson County Code (1st of 1 hearing)

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on a Proposed Amendment to Chapter 26, Health, Article II Food Service Sanitation, of the Dawson County Code and, hearing none, closed the hearing.

Motion passed 4-0 to approve a Proposed Amendment to Chapter 26, Health, Article II Food Service Sanitation, of the Dawson County Code. Stowers/Dooley

- Proposed Amendment to Chapter 121 of the Land Use Chapter to Provide for an Entertainment District (2nd of 2 hearings. 1st hearing was held at the February 20, 2024, Planning Commission meeting)

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to be heard on a Proposed Amendment to Chapter 121 of the Land Use Chapter to Provide for an Entertainment District and, hearing none, closed the hearing.

Motion passed 4-0 to approve a Proposed Amendment to Chapter 121 of the Land Use Chapter to Provide for an Entertainment District. Dooley/Bruce

PUBLIC COMMENT:

None

ADJOURNMENT:

EXECUTIVE SESSION:

Motion passed 4-0 to enter into Executive Session to discuss litigation. Stowers/Bruce

Motion passed 3-0 to come out of Executive Session. Stowers/Dooley

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

DRAFT



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Family Connection

Work Session: 03/07/2024

Prepared By: Rebecca Bliss

Voting Session: 03/21/2024

Presenter: Rebecca Bliss

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation to request to accept the Department of Behavioral Health and Developmental Disabilities grant in the amount of \$35,000.00

Background Information:

Dawson County Family Connection's (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information:

DCFC is being awarded \$35,000 in grant funds* effective February 15, 2024-September 30, 2024, by the Department of Behavioral Health and Developmental Disabilities. DCFC agrees to increase community awareness and prevention of opioid use/misuse/abuse, build support for reducing opioid abuse/misuse, and create a foundation for the sustainability of opioid awareness in Dawson County.

*No match required

Budget Information: Applicable: _____ Not Applicable: _____ Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept funds designated for DCFC to increase community awareness and prevention of opioid use/misuse/abuse in Dawson County.

Department Head Authorization: Rebecca Bliss

Date: 02/12/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 2/26/24

County Manager Authorization: J Leverette

Date: 2/27/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DBHDD Contract Deliverables

SOR CONTRACT DELIVERABLES – Year 2

Deliverables for SOR III Community Showcase Events

Goal: To increase community awareness, education & prevention of opioid use/misuse/abuse, build support for reducing opioid abuse/misuse and create a foundation for the sustainability of opioid awareness in that community.

Contractor will develop, implement, and provide reporting data on DBHDD approved Community Showcase Events in the SOR III Mini Grant approved awarded county site:

Dawson County Family Connections - Showcase Events in: Dawson - \$35,000

The Contractor shall:

1. Submit to DBHDD an Event Plan and Timeline for the approved community site within 30 days of contract start date.
2. Submit a monthly narrative progress report for the site to DBHDD/ by the 5th working day following the end of the previous month using the format and medium provided by the DBHDD/OBHPFG.
3. Electronically submit process and outcome data for the site and adhere to all specified timeline/deadlines for data entry.
4. Submit a final programmatic narrative report for the site to the DBHDD/OBHPFG by the 30th day following the end of the contract period following the format provided by DBHDD/OBHPFG.
5. Participate in program evaluations conducted by DBHDD and/or contracted evaluator thereof. Participation includes, but is not limited to, timely submission of requested information/data based on measurable goals and objectives delineated for the site.
6. Have appropriate staff representation at all meetings and any required regional trainings/workshops. Contractor agrees to include a summary of all training either provided by the contractor or attended by the same in the monthly narrative progress report.
7. Provide the DBHDD/OBHPFG with information regarding any Event plan and timeline changes, to include but not limited to any topic focus, target population, dates, times, and locations of all proposed changes in service or activities for DBHDD's approval at least 30 days prior to said proposed changes.
8. Submit any other reports and / or documentation as requested.
9. Host a minimum of one (1) Community Show Case Event within their approved awarded community(ies) that will educate the community on the opioid epidemic and related substance abuse issue. Event proposal will be submitted to DBHDD/OBHPFG Programmatic Officer for approval at least 30 days prior to implementation.
10. Address all of the following guiding objectives when planning, developing, executing, and evaluating the Community Showcase Event(s):
 - a. Provide education to Georgians about the importance of safely securing all medication by locking it away or disposing of medications at drop boxes locations to prevent accident, theft or misuse.
 - b. Inform and educate Georgians about how the Good Samaritan Law (Medical Amnesty) protects individuals when calling 911 in the cases of opioid, alcohol and other drug overdoses. Also, to encourage individuals to call 911 and stay until help arrives.
 - c. Encourage Georgians to speak with their doctors about alternatives to opioid pain medication to prevent potential misuse.
 - d. Provide information to Georgians about the Georgia Crisis and Access Line (GCAL) to aid those in crisis and linkage to resources.
 - e. Provide information on Naloxone, a medication used to reverse opioid overdoses, and to encourage those at risk of overdose or family/friends of someone at risk of overdose to obtain Naloxone to prevent death due to an opioid overdose.
11. Identify and establish (at the site) a Memorandum of Understanding (MOU) with at least one (1) outside local community organization or coalition to partner with planning, development, and execution of the Community Showcase Event(s) to ensure community collaboration. The Contractor will submit proof of partnership within 30 days of signed MOU.

12. Administer at the site the requisite evaluation tool(s) given by the SOR evaluator to capture data for measuring delineated community showcase event objectives.

Workforce Development:

13. Complete an end of the project report for the site. This report must include the process, successes and challenges related to the Community Showcase Event(s). The report must include process of completed deliverables, changes, evaluation process, measured outcomes of the program and any data collected over the year. The report is due thirty days after the contract end date.
14. Submit any additional information, reports, data and/or documents requested by DBHDD/OBHPFG by designated deadlines.
15. Submit a staffing chart within one month of contract enactment for the site. When there are modifications to the staffing during contract period, Contractor must submit a revised staffing chart within 30 days of the change to DBHDD/OBHPFG.
16. Electronically submit data and maintain program management database to include funds management and planning reports.

Data and Evaluation:

17. Provide, gather, analyze, and report prevention needs, service, and program data to DBHDD/OBHPFG.
18. Aid with statewide evaluation by providing materials such as reports, services, program data, and further documents, needs or items that may arise, as determined by DBHDD/OBHPFG.
19. Distribute provided evaluation surveys for all Community Showcase Events and deliver evaluation surveys to the SOR evaluator.
20. Maintain access to and demonstrated working knowledge of the Internet.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Family Connection

Work Session: 03/07/2024

Prepared By: Rebecca Bliss

Voting Session: 03/21/2024

Presenter: Rebecca Bliss

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation to request to accept Georgia Division of Human Services grant in the amount of \$52,500.

Background Information:

Dawson County Family Connection's (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information:

DCFC is being awarded \$52,500 in grant funds* for FY25 (July 1, 2024-June 30, 2025) by the Georgia Division of Human Services. DCFC agrees to facilitate the development and implementation of a plan to improve conditions for children and families, exercise fiscal responsibility, convene collaborative partners, and collect/share data on the well-being of children and families in Dawson County.

*No match required

Budget Information: Applicable: _____ Not Applicable: _____ Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept funds designated for DCFC to facilitate the development and implementation of a plan to improve conditions for families and children residing in Dawson County.

Department Head Authorization: Rebecca Bliss

Date: 02/12/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 2/26/24

County Manager Authorization: J Leverette

Date: 2/27/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Family Connection

Work Session: 03/07/2024

Prepared By: Rebecca Bliss

Voting Session: 03/21/2024

Presenter: Rebecca Bliss

Public Hearing: Yes _____ No X

Agenda Item Title: Presentation to request to accept the Georgia Family Connection, Kinship Cohort Funding in the amount of \$6,250.

Background Information:

Dawson County Family Connection's (DCFC) mission is to provide leadership through collaboration with all segments of the community for the well-being of families and children. (Established 1999)

Current Information:

DCFC is being awarded \$6,250 in cohort funds* by Georgia Family Connection Partnership, Inc. DCFC agrees to provide support to caregivers that are taking care of children that are not biologically their own (known as kinship families) in the form of stipends, emergency funding, and support meetings, which includes a meal and childcare.

*No match required

Budget Information: Applicable: _____ Not Applicable: _____ Budgeted: Yes _____ No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: To accept funds designated for DCFC to provide additional support for kinship caregivers in Dawson County.

Department Head Authorization: Rebecca Bliss

Date: 02/12/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 02/27/24

County Manager Authorization: J Leverette

Date: 2/27/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

GaFCP Kinship Cohort Funds LOA

FFY24.Cohort.KNP.Dawson

Organization

Dawson County Family Connection, Inc. [↗](#)

GENERAL

ORGANIZATION AND CONTACT(S)

APPLICATION DETAILS

APPLICATION REVIEW

✓ Administrator Review

Administrator Comments:

Thank you for your submission. Approved

Decision

Meets

✓ Project Manager Review

Project Manager
Comments:

Approved.

Decision

Meets

[← BACK](#)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is effective as of March 21, 2024, by and between **DAWSON COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Dawson County Board of Commissioners (the “**County**”), and **CENTURY COMMUNITIES OF GEORGIA, LLC**, a Colorado limited liability company (“**Century**”).

WITNESSETH:

WHEREAS, on February 18, 2021, pursuant to Zoning Amendment ZA 20-17, the County’s Board of Commissioners rezoned approximately 25.36 acres located at Lumpkin Campground Road North and State Highway 53 East (the “**Rezoned Parcel**”) from C-HB to C-HB and RMF for the purpose of developing a 120-unit townhome community with a commercial component as described on the site plan attached hereto as **Exhibit “A”** and incorporated herein (the “**Overall Site Plan**”); and

WHEREAS, the County placed certain stipulations and conditions on the rezoning and on the development of the Rezoned Parcel as set forth in the County’s zoning decision attached hereto as **Exhibit “B”** and incorporated herein (the “**Stipulations**”); and

WHEREAS, following the County’s rezoning, Century acquired, and currently owns, a portion of the Rezoned Parcel containing approximately 20 acres (the “**Residential Parcel**”) on which Century is developing a 120-unit townhome community with amenities known as Crosby Square (as depicted on the Crosby Square subdivision plat recorded in Plat Book 88, beginning on Page 130 in the Office of the Clerk of the Superior Court of Dawson County, Georgia, and attached hereto as **Exhibit “C”** and incorporated herein, the “**Residential Development**”); and

WHEREAS, the owner of the remaining portion of the Rezoned Parcel containing approximately 5.36 acres and designated as the commercial parcel on the Overall Site Plan (the “**Commercial Parcel**”) is D53, LLC, a Georgia limited liability company and, at the time of the rezoning, the owner of the entire Rezoned Parcel; and

WHEREAS, Century is progressing with the Residential Development but does not control the Commercial Parcel and has not been able to fully comply with certain Stipulations related to the Commercial Development; and

WHEREAS, Century’s inability to comply with the Stipulations is preventing completion of the Residential Development; therefore, Century desires that the County consider modifying those Stipulations that involve the portions of the Rezoned Parcel which Century does not own or control; and

WHEREAS, the intersection adjacent to the Rezoned Parcel at Lumpkin Campground Road North and State Highway 53 East needs improvement and the County has identified an

intersection and turn lane improvement project for such intersection (the “**Transportation Project**”) and included it on the County’s list of projects for inclusion in a transportation special purpose local option sales and use tax (“**TSPLOST**”) referendum to be held on May 21, 2024; and

WHEREAS, completion of the Transportation Project would benefit the Residential Development and its residents, the Rezoned Parcel, and all residents, tenants, patrons, and citizens located on or traveling to and from the other real property near the intersection of Lumpkin Campground Road North and State Highway 53 East; and

WHEREAS, because of the benefit of the Transportation Project to the Residential Development, Century is willing to contribute funding toward the County’s costs associated with the Transportation Project; and

WHEREAS, in consideration of Century’s willingness to assist in funding the Transportation Project, County is willing to hold a public hearing for the County’s governing body to consider modification of the Stipulations; and

WHEREAS, the parties desire to specify the terms and conditions of the County’s agreement to hold a public hearing regarding the Stipulations and Century’s financial contributions to the Transportation Project; and

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, including the recitals which are relied upon by the parties and are a part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Public Hearing.** The County agrees to hold a public hearing for the purpose of considering modifications to the Stipulations set forth in the County’s zoning decision attached hereto as Exhibit “B”. At such public hearing, the County agrees to initiate a request that the Stipulations be modified as follows:

(a) Modify Stipulation No. 1 to require that the Residential Development be constructed substantially in compliance with the Crosby Square subdivision plat attached hereto as Exhibit “C”.

(b) Modify Stipulation No. 3 by revising the last sentence of such Stipulation to read as follows: “This road shall be dedicated to Dawson County in accordance with the County’s Code of Ordinances and applicable State law.”

(c) Remove Stipulation No. 4 in its entirety.

(d) Remove Stipulation No. 5 in its entirety.

(e) Modify Stipulation No. 6 to require that the owners of each of the Residential Parcel and the Commercial Parcel dedicate an additional 20 feet of right-of-way along the respective parcel’s frontage of Lumpkin Campground Road and State Highway 53.

2. **Century's Funding Contribution for Transportation Project.** If the County's Board of Commissioners approves the modification of the Stipulations as described in Section 1 of this Agreement, Century shall pay County the amount of \$400,000 to be applied toward the costs of funding the Transportation Project. Such payment by Century shall be paid to County in two equal installments of \$200,000 as follows:

(a) The first installment of \$200,000 shall be paid to County within ten (10) days of the County Board of Commissioners' approval of the modification of the Stipulations; and

(b) The second installment of \$200,000 shall be paid to County by not later than twelve (12) months after payment of the first installment or May 1, 2025, whichever comes first.

3. **Dedication of Contributed Funds.** Funds paid by Century to County under this Agreement shall be segregated and dedicated by the County for use in funding the Transportation Project. If any funds paid by Century hereunder remain unused after completion of the Transportation Project, Century hereby agrees that County in its discretion may use such funds to address or provide other public impacts or improvements that may serve the area of the Transportation Project.

4. **Agreement Independent of TSPLOST Referendum.** This Agreement is not dependent or conditioned upon the outcome of the TSPLOST referendum described in the recitals herein or any other potential funding source. If the County's Board of Commissioners approves the modifications to the Stipulations described in Section 1 of this Agreement, Century's obligation to make the funding contribution payments as set forth in Section 2 hereof is unconditional.

5. **Notices.** Any notices to be given by either party to the other under this Agreement shall be given in writing and shall be deemed received, and shall be effective when: i) personally delivered, or ii) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or iii) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To the County:

Joey S. Leverette
County Manager
Dawson County
25 Justice Way, Suite 2207
Dawsonville, Georgia 30534

With a copy to:

Jarrard & Davis, LLP
Attention: Angela E. Davis, Esq.
222 Webb Street
Cumming, Georgia 30040

To Century:

Century Communities
Attention: Rene Mallein
Division President, Atlanta
3091 Governors Lake Drive, Suite 200
Norcross, Georgia 30071

With a copy to:

Century Communities
Attention: Angie Yeremian, Esq.
Regional Counsel, Georgia
3091 Governors Lake Drive, Suite 200
Norcross, Georgia 30071

6. **Authority.** The individuals executing this Agreement on behalf of each party covenant and declare that they have obtained all required approvals of the board of directors, stockholders, board of commissioners, general partners, limited partners, members, or similar authorities, as appropriate, to simultaneously execute and bind the party to the terms of this Agreement.

7. **Successors and Assigns.** This Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties, provided that no party may assign this Agreement without the prior written approval of the other party.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

9. **Applicable 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. Any action or suit related to this Agreement shall be brought in the Superior Court of Dawson County, Georgia, and Century submits to the jurisdiction and venue of such court.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior communications or agreements, whether oral, written, or understood, regarding the subject of this Agreement. This Agreement may be modified or amended only in a writing properly executed by both parties.

11. **Severability.** If any portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, void, or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **No Third-Party Rights.** This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

13. **Captions.** The caption or heading on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be executed, sealed, and delivered, all as of the day and year first written above.

COUNTY:

DAWSON COUNTY, GEORGIA

By: _____
Billy Thurmond, Chairman
Board of Commissioners

Attest: _____
Kristen Cloud, County Clerk

[COUNTY SEAL]

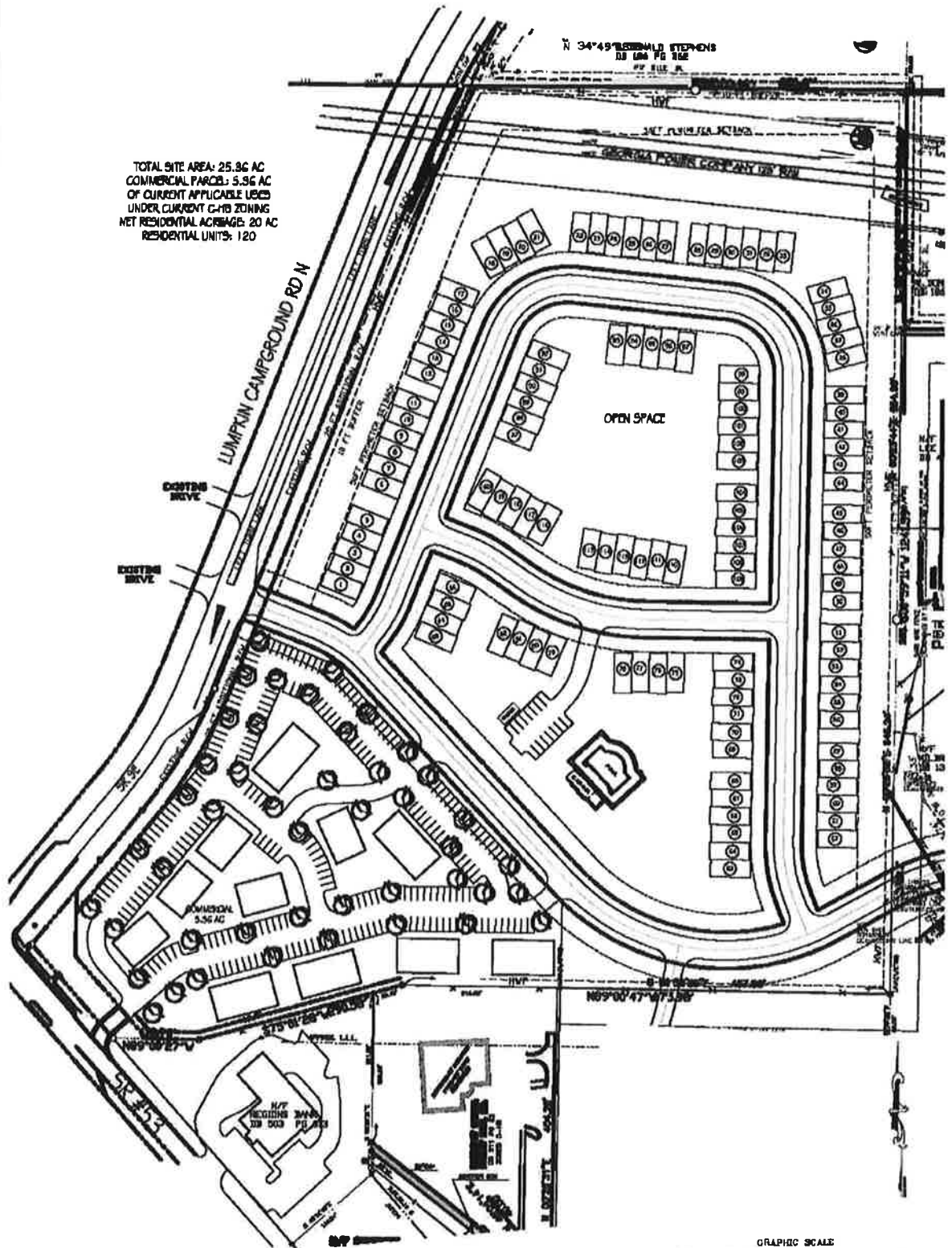
CENTURY:

**CENTURY COMMUNITIES OF
GEORGIA, LLC**

By:  _____ (SEAL)
Rene Mallein
Authorized Signatory

EXHIBIT A

TOTAL SITE AREA: 25.86 AC
 COMMERCIAL PARCEL: 5.56 AC
 OF CURRENT APPLICABLE USES
 UNDER CURRENT CITY ZONING
 NET RESIDENTIAL ACREAGE: 20 AC
 RESIDENTIAL UNITS: 120



C-3 CITY/STATE DATE JOB NUMBER	DATE	NO.	DESCRIPTION	CONCEPTUAL MASTER PLAN SHEET TITLE	RIDGELINE LAND PLANNING, INC. 1100 S. GARDNER STREET, SUITE 200 DAWSONVILLE, GA 30120 PHONE: (770) 271-1111 FAX: (770) 271-1112	DAWSONVILLE EXHIBIT "A"	
	DESIGNED BY	1	PRELIMINARY				
	CHECKED BY						
	APPROVED BY						



Billy Thurmond
Chairman

Sharon Fausett
Commissioner
District One

Chris Gaines
Commissioner
District Two

Tim Satterfield
Commissioner
District Three

Emory Dooley
Commissioner
District Four

David Headley
County Manager

Kristen Cloud
County Clerk

Dawson County
Government Center
25 Justice Way
Suite 2213
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-344-3889

EXHIBIT B

DAWSON COUNTY BOARD OF COMMISSIONERS

APPROVAL FORM

PUBLIC HEARING OF LAND USE CHANGE REQUEST MEETING HELD February 18, 2021

We, the Dawson County Board of Commissioners, do hereby **APPROVE** the following Land Use Change Request:

REQUEST:

ZA 20-27

Applicant's Name:	Dawson County obo D53, LLC.
Applicant's Address	25 Justice Way Suite 2322 Dawsonville, GA 30534
Location:	Corner of Lumpkin Campground Rd. N & Hwy 53 E
TMP:	113-011 & 113-092
Purpose:	Rezone from C-HB to C-HB & RMF
Property Usage:	For the purpose of developing 120-unit townhome community with commercial component

Stipulations:

1. The Development shall be constructed substantially in compliance with the Site Plan attached as "Exhibit A".
2. Owner shall construct a left-turn lane from the end of the existing turn lane at SR 53 along the property frontage to the northernmost property line of this development prior to the issuance of the first Certificate of Occupancy for the Residential Development.
3. The road connecting Lumpkin Campground Rd. to Prestige Lane shall be constructed, completed, and open for passage prior to the issuance of the first Certificate of Occupancy for the Residential Development, and shall be built to County Standards. This road shall be dedicated to Dawson County no sooner than at the completion of the "vertical" construction of the Commercial Development.
4. Development as a "Pad Ready" Site of the 5.36 +/- acre Commercial Development (the "Commercial Development") shown on the Site Plan shall be commenced and proceed simultaneously and continuously with the commencement of the development of the 20 +/- acre Residential Development (the "Residential Development") shown on the Site Plan and must be completed as a Pad Ready Site at or before the issuance of 60 Certificates of Occupancy for the Residential Development. For purposes of this Stipulation, "Pad Ready" shall mean completion of grading to flat and immediate availability of water and sewer connections.
5. Upon the issuance of 60 Certificates of Occupancy for the Residential Development, actual "vertical" construction must commence on the Commercial Development before any additional Certificates of Occupancy will be issued for Residential Development.
6. Owner shall dedicate an additional 20' of right-of-way along the entire frontage of Lumpkin Campground Rd. and SR 53 prior to the issuance of the first Certificate of Occupancy.



Billy Thurmond
Chairman

Sharon Fausett
Commissioner
District One

Chris Gaines
Commissioner
District Two

Tim Satterfield
Commissioner
District Three

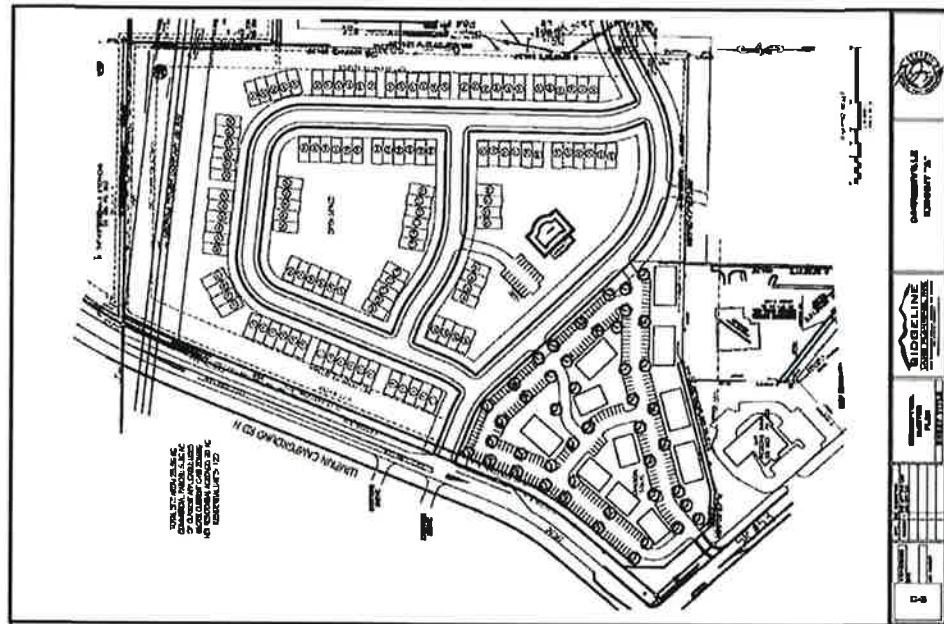
Emory Dooley
Commissioner
District Four

David Headley
County Manager

Kristen Cloud
County Clerk

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25 Justice Way
Suite 2213
Dawsonville, GA 30534
Phone 706-344-3501
Fax 706-344-3889


Exhibit A:



The request will not:

- A. Affect the property values of surrounding property.
- B. Affect the health, safety or general welfare of the public.
- C. Impose special hardships on the surrounding property owners.

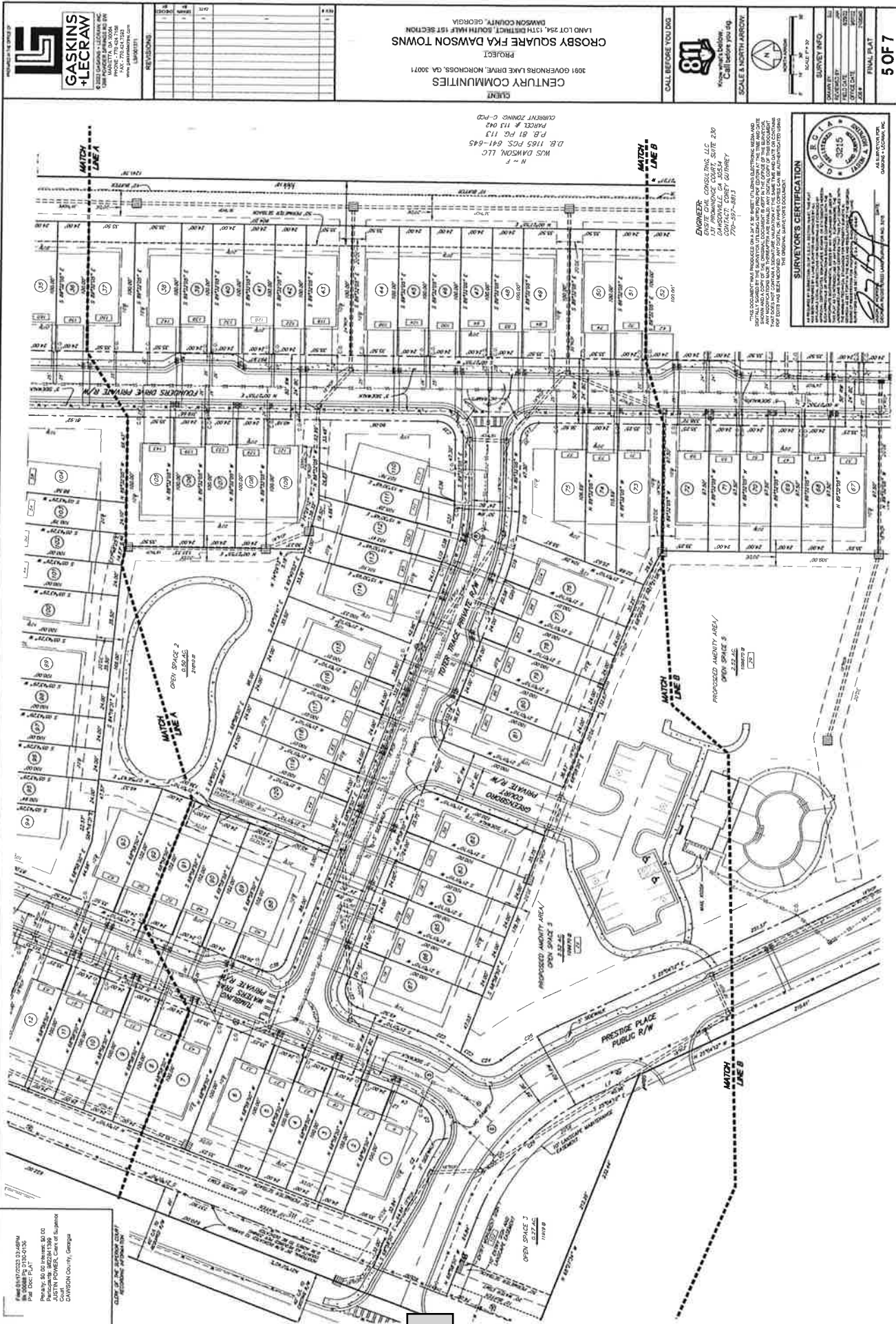
The subject property is suited for the proposed land use.


Billy Thurmond, Chairman

02-18-2021
Date

cc: Jarrard & Davis, LLP., County Attorney
Harmony Gee, Zoning Administrator
Angie Chester, Tax Assessor's Office





FILED 03/17/2023 03:48PM
 PLAT BOOK 13-000000-000000
 PENALTY \$50.00 PER PAGE, \$0.00
 PARTICIPATING JURISDICTION, Court of Superior
 Court
 DAWSON COUNTY, Georgia

REVISIONS	DATE	DESCRIPTION
1	03/17/2023	FINAL PLAT

PROJECT
 CENTURY COMMUNITIES
 3091 GOVERNORS LANE DRIVE, MORCROSS, GA 30071
 LAND LOT 254, 13TH DISTRICT, SOUTH HALF 1ST SECTION
 DAWSON COUNTY, GEORGIA

CALL BEFORE YOU DIG
 811
 Know what's below.
 Call before you dig.

SCALE & NORTH ARROW
 SCALE: 1" = 20'
 NORTH ARROW

SURVEY INFO
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 FIELD DATE: [blank]
 OFFICE DATE: [blank]

FINAL PLAT
 50 F 7

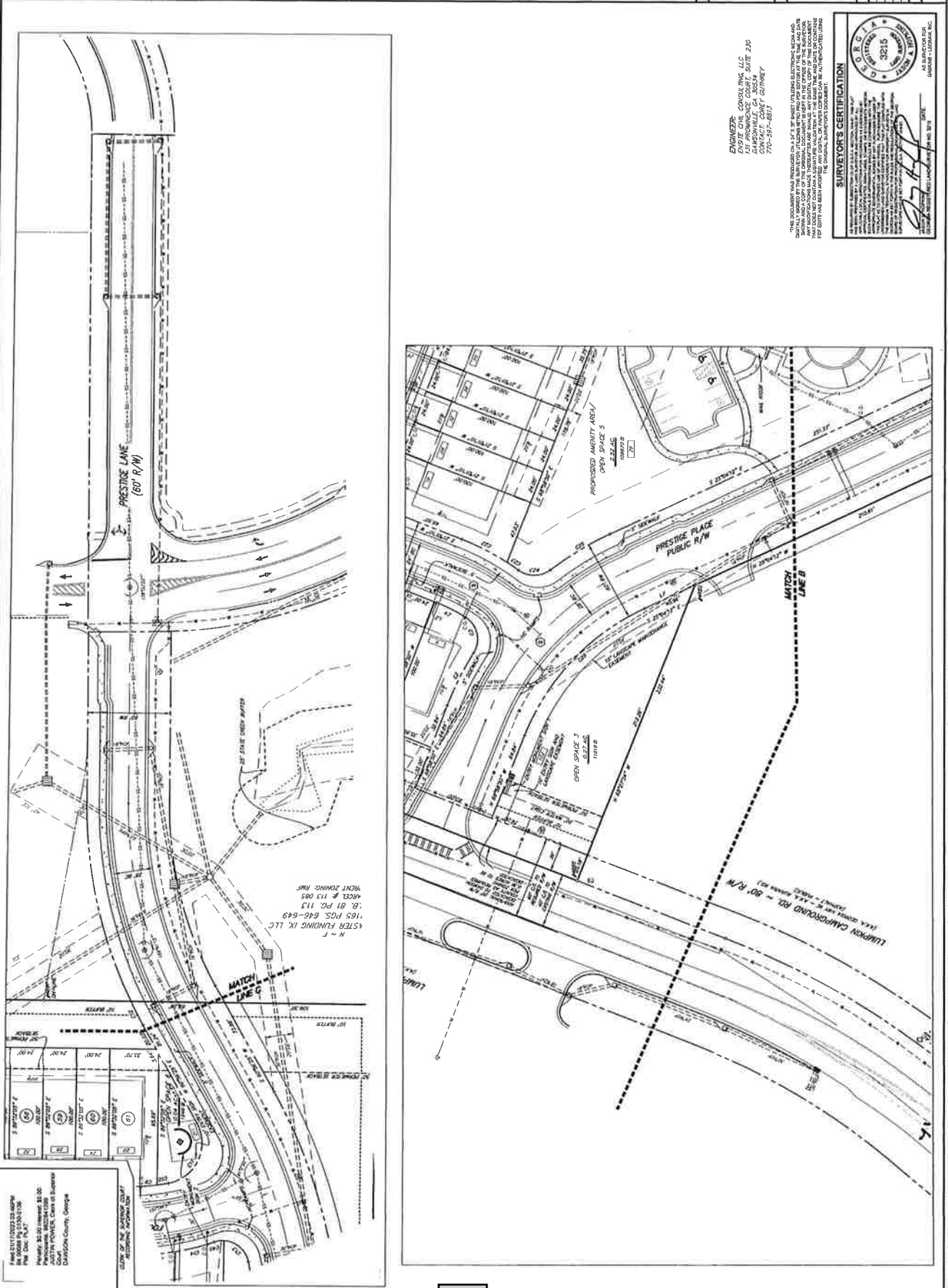
SURVEYOR'S CERTIFICATION

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE LAND AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

DATE: 03/17/2023
 SURVEYOR: [Signature]
 AS SURVEYOR FOR: [Signature]

ENGINEER
 CROSBY INC. LLC
 217 PROMENADE COURT, SUITE 230
 DAWSONVILLE, GA 30534
 P.B. 81 PG. 113
 D.B. 1165 PGS. 641-645
 W.S. DAWSON, LLC
 N - F
 CURRENT ZONING: C-PD



DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

This application must be signed by the applicant and notarized. Every question must be fully answered with the answer typewritten or printed. If the space provided is not sufficient, answer on a separate sheet and indicate in the space provided that a separate sheet is attached. When completed, the application must be dated, signed, and verified under oath by the applicant and submitted to Planning and Development, together with the license fee(s) and the administrative/investigative fee (separate checks). All fees are payable to Dawson County in certified funds (bank check, certified check, or money order). **The applicant must be not less than 21 years of age.**

NOTICE: Any false answer to any question could result in the denial of a license, or in the event a license is issued, in the revocation or suspension of the license. *****KEEP A COPY OF ALL FORMS SUBMITTED*****

FOR OFFICIAL USE ONLY:

Name of Business: _____

Date Received: _____ License Fee Enclosed: \$ _____

Approved: _____ Denied: _____

State License Number: _____

Local License Number: _____

Administrative/Investigative Fee Enclosed : \$ _____ Advertising Fee Enclosed: \$ _____

1. **TYPE OF LICENSE:** (check one): ☒ **NEW** ☐ **AMENDMENT (TRANSFER)**
2. **ADMINISTRATIVE AND INVESTIGATIVE FEE:** ☒ **\$250.00 (Consumption on Premises)**
ADMINISTRATIVE AND INVESTIGATIVE FEE: ☐ **\$250.00 (Retail Package)**
ADMINISTRATIVE AND INVESTIGATIVE FEE: ☐ **\$250.00 (Transfer of License)**
Note: Administrative/Investigative fees may be higher depending on the number of persons for which we conduct a federal and state background check.
ADVERTISING FEE: ☒ **\$ 40.00 (Distilled Spirits)**
(Consumption on Premises & Retail Package)
3. **TYPE OF BUSINESS:**
- | | |
|--|---|
| <input checked="" type="checkbox"/> Bona Fide Eating Establishment | <input type="checkbox"/> Indoor Commercial Recreation Facility |
| <input type="checkbox"/> Super Market | <input type="checkbox"/> Hotel/Motel |
| <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Caterer (must have alcohol by the drink license) |
| <input type="checkbox"/> Package Liquor Store (<i>see Item 14, Page 5</i>) | <input type="checkbox"/> Other |
- Explain: _____

Will live entertainment be offered? No If Yes, Explain: _____

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

4. TYPE OF LICENSE AND FEES:

(Check all that apply)

PAYMENT BY CERTIFIED FUNDS ONLY!!

Note: If license is issued after July 1st, fees are one half.

RETAIL PACKAGE: (Total: Beer - Wine - Distilled Spirits = \$5,800)
(Total: Beer - Wine = \$1,300)

☐ Beer \$650

☐ Wine \$650

☐ Distilled Spirits \$4,500

GROCERY & CONVENIENCE STORES: ATTACH COPY OF DEPT. OF AGRICULTURE FOOD ESTABLISHMENT LICENSE.

RETAIL CONSUMPTION ON PREMISES: (Total: Beer - Wine - Distilled Spirits = \$4,800)
(Total: Beer - Wine = \$1,500)

☒ Distilled Spirits \$3,300

☒ Beer \$ 750

☐ Add'l Fixed Bars # _____ \$ 500 (each bar)

☒ Wine \$ 750

☐ Movable Bars # _____ \$ 250 (each bar)

PRIVATE CLUB:

Note: Must obtain a retail consumption on the premises license.

☐ Beer \$750

☐ Wine \$750

☐ Distilled Spirits \$3,300

HOTEL IN-ROOM SERVICE:

Note: Must obtain a retail consumption on the premises license before Hotel In-Service License is issued.

☐ Beer \$750

☐ Wine \$750

☐ Hotel In-Service \$250

SPECIAL EVENT ALCOHOL PERMIT:

Note: Must complete additional Special Event Alcohol Permit Form # 2-B.

☐ \$25 Per Day

5. BUSINESS

(a) Business Name: GK Steakhouse Inc DBA SK Korean Steakhouse

(b) Location: 126 GA-400 N
Street Number Street Name

Dawsonville GA 30534
City State Zip Code Phone Number

(c) Mailing Address: 7860 Tintern Trce
For Renewals: Street Number Street Name

Duluth GA 30097
City State Zip Code Phone Number

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

6. **OWNER:**
 (a) Full Name: Zhaoxin, Lin [REDACTED]
Social Security #

(b) Corporation or LLC Name (if applicable): GK Steakhouse Inc

(c) Location: 126 GA - 400 N
Street Number Street Name
 Dawsonville GA 30534
City State Zip Code Phone Number

(d) Mailing Address: 7860 Tintern Trce
Street Number Street Name
 Duluth GA 30097 [REDACTED]
City State Zip Code Phone Number

7. **REGISTERED AGENT:** (Applicant may name a registered agent - attach Registered Agent Consent Form #2-A.)

(a) Full Name: Social Security #

(b) Address: Street Number Street Name
City State Zip Code Phone Number

8. **TYPE OF OWNERSHIP:**

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Legally Registered Partnership |
| <input type="checkbox"/> Private Held Corporation | <input type="checkbox"/> Public Held Corporation |
| <input type="checkbox"/> Public Held Corporation Subject to S.E.C. Regulations | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Other; explain _____ | |

9. **FOR PARTNERSHIP ONLY:**

(a) Date the Partnership was formed: 01/06/2023

(b) Attach Partnership Agreement

(c) List Partners:

Name & Resident Address (Attach separate sheet if necessary)	Social Security Number	G - General L - Limited S - Silent	Interest	
			Investment \$	Participation %
Zhaoxin, Lin / [REDACTED]	[REDACTED]	L	200,000	20%
Xuezhong, Lin / [REDACTED]	[REDACTED]	L	300,000	30%
Liangying, Lin / [REDACTED]	[REDACTED]	L	300,000	30%
Soon Ae Min / [REDACTED]	[REDACTED]	L	200,000	20%

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

10. FOR CORPORATION or LLC ONLY: (Attach Articles & Certificate of Incorporation/-Organization):

- (a) Date of Incorporation/Organization: 01/06/2023
 (b) Place of Incorporation/Organization: Georgia
 (c) State Parent Corporation, if applicable: _____
 (d) Number of Shares of Capital Stock Authorized, if applicable: _____
 (e) Number of Shares of Outstanding Stock, if applicable: _____
 (f) For Corporations or LLC's, list officers, directors, members, and/or principal shareholders with 20% or more of the stock:

Name	Social Security #	Position	Interest %
Zhaoxin, Lin		Officer	20%
Xuezhong, Lin		Officer	30%
Liangying, Lin		Member	30%
Soon Ae Min		Member	20%

- (g) Is the corporation owned by a parent corporation or held by a holding company? No
 If yes, explain: _____

11. FOR PRIVATE CLUBS ONLY:

- (a) Date of organization under the laws of the State of Georgia: _____
 (b) State the total number of regular dues paying members: _____
 (c) Is any member, officer, agent, or employee compensated directly or indirectly from the profits of the sale of distilled spirits beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club?

- (d) **Attach minutes of the annual meeting setting salaries.** For private club, list officers, directors and/or principal shareholders with 20% or more of the stock.

Name	Social Security #	Position

12. FINANCING:

- (a) Bank to be used by business, include branch: Truist, Duluth Branch
 (b) State total amount of capital that is or will be invested in the business by any party or parties: \$1,000,000.00
 (c) State total amount of funds invested by the owner: 200,000.00
 (d) State total amount of funds invested by parties other than the owner: 800,000.00
 (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate
None			

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

13. GENERAL INFORMATION:

(a) Has owner and/or individual partner, shareholder, director, officer or member any interest in any manufacturer or wholesaler of alcoholic beverage? NO

(b) Has owner and/or individual partner, shareholder, director, officer or member received any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? No

(c) If answer is "Yes" to either of immediate foregoing, explain: _____

(d) Show hereunder any and all persons, corporations, partnerships, limited liability companies or associations (other than persons stated herein as owner(s), directors, officers or members) who have received or will receive, as a result of your operation under the requested license, any financial gain or payment derived from any interest or income from the operation. Financial gain or payment shall include payment or gain from any interest in the land, fixtures, building, stock, and any other asset of the proposed operation under the license. In the event any corporation or limited liability company is listed as receiving an interest or income from this operation, show the names of the officers, directors or members of said corporation together with the names of the principal stockholders.

No

(e) List all other businesses engaged in the sale of alcohol beverages that you the owner, or any individual, partner, shareholder, officer, director or member has interest in, is employed by or is associated with in any way whatsoever, or has had interest in, has been employed by, or has been associated with in the past.

Name	Name or Business	Interest %
------	------------------	------------

No

14. FOR PACKAGE LIQUOR STORE APPLICANTS: ***State of Georgia Regulations***

The State of Georgia will not issue a State Alcohol License to any person who has more than two (2) retail package liquor licenses. See official language below. Do not apply for a Dawson County License if you already have (or have interest in) two (2) package liquor store licenses in the State of Georgia.

O.C.G.A. 3-4-21 and Regulation 560-2-2-40.

No person shall be issued more than two retail package liquor licenses, nor shall any person be permitted to have a beneficial interest in more than two retail package liquor licenses issued by the Department regardless of the degree of such interest.

For the purposes of explanation and applicability of the Code:

"Beneficial interest" as used here means: when a person holds the retail package liquor license in his own name, or when he has a legal, equitable or other ownership interest in, or has any legally enforceable interest or financial interest in, or derives any economic benefit from, or has control over a retail package liquor business.

The term "person" shall include all members of a retail package liquor dealer licensee's family; and the term "family" shall include any person related to the holder of the license within the first degree of consanguinity and affinity as computed according to the canon law which includes the following: spouse, parents, step-parents, parents-in-law, brothers and sisters, step-brothers and step-sisters, brothers-in-law and sisters-in-law, children, step-children and children-in-law.

Do you currently hold any package liquor licenses in your own name or have a beneficial interest in any package liquor licenses as described above? _____ Yes _____ No If yes, attach a separate sheet listing names, addresses, and license numbers.

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith.

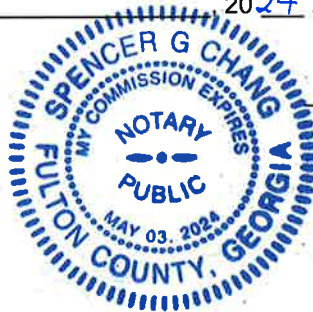
STATE OF GEORGIA, DAWSON COUNTY

I, Zhaoxin, Lin, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.


APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Zhaoxin, Lin SIGNED HIS NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 1st DAY OF FEB, 2024.




NOTARY PUBLIC

FOR OFFICIAL USE ONLY:

PLANNING AND DEVELOPMENT REVIEW:

APPLICANT HAS OBTAINED ALL NECESSARY PERMITS AND LICENSES. (Building Permit / Business License)

Date: _____

Planning and Development Director

APPLICANT HAS COMPLETED ALL NECESSARY INSPECTIONS. (Fire Dept. / Health Dept. / Dept. of Agriculture-Retail Package only)

Planning and Development Director

APPLICANT HAS COMPLETED **PREMISE & STRUCTURE FORM # 3** AND ATTACHED ALL REQUIRED INFORMATION IN ITEMS 10 through 15.

Planning and Development Director

FOR OFFICIAL USE ONLY:

SHERIFF DEPARTMENT REVIEW:

APPLICANT HAS COMPLETED ALL REQUIREMENTS FOR FEDERAL AND STATE BACKGROUND CHECK AND IS APPROVED FOR THIS APPLICATION PROCESS.

Date: _____

Sheriff

DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Locating & Mailing Address:

25 JUSTICE WAY, SUITE 2322
Dawsonville, GA 30534

Phone: 706.344.3500 x 42335

PREMISE AND STRUCTURE FORM

INSTRUCTION: THIS STATEMENT MUST BE TYPEWRITTEN OR PRINTED AND EXECUTED UNDER OATH. EACH QUESTION MUST BE FULLY ANSWERED. IF SPACE PROVIDED IS NOT SUFFICIENT, ANSWER ON A SEPARATE SHEET AND INDICATE IN THE SPACE PROVIDED THAT A SEPARATE SHEET IS ATTACHED.

1. **TYPE OF BUSINESS:**

☒ EATING ESTABLISHMENT

☐ INDOOR COMMERCIAL RECREATION ESTABLISHMENT

☐ CONVENIENCE STORE

☐ SUPER MARKET

☐ PACKAGE LIQUOR STORE

☐ HOTEL OR MOTEL

☐ OTHER (DESCRIBE) _____

2. **TRADE NAME OF BUSINESS:** SK Korean Steakhouse

LOCATION: 126 GA - 400 N
Street Number Street Name

Dawsonville GA 30534
City State Zip Code

Phone Number

Land Lot

Map & Parcel Number

3. **IS THIS LOCATION WITHIN A COMMERCIAL ZONING DISTRICT?** yes no
PROOF OF ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT

For package liquor stores, is this zoned Commercial Highway Business (C-HB) or Commercial Planned Comprehensive Development (CPCD) as required by the ordinance?

yes no.

PROOF OF C-HB or CPCD ZONING IS REQUIRED FROM PLANNING AND DEVELOPMENT.

4. **DOES THE COMPLETED BUILDING OR THE PROPOSED BUILDING COMPLY WITH ORDINANCES OF DAWSON COUNTY, REGULATIONS OF THE STATE REVENUE COMMISSIONER, AND THE LAWS OF THE STATE OF GEORGIA?** YES IF NO, EXPLAIN NON-COMPLIANCE AND PROPOSED METHODS

TO RECTIFY SAME: _____

PREMISE AND STRUCTURE FORM

5. (a) DOES THE BUILDING IN WHICH THE BUSINESS IS TO BE LOCATED CONTAIN SUFFICIENT LIGHTING SO THAT THE BUILDING ITSELF AND THE PREMISES ON ALL SIDES OF THE BUILDING ARE READILY VISIBLE AT ALL TIMES FROM THE FRONT OF THE STREET ON WHICH THE BUILDING IS LOCATED AS TO REVEAL ALL OF THE OUTSIDE PREMISES OF SUCH BUILDING? YES

(b) IS THE BUILDING SO ILLUMINATED SO THAT ALL HALLWAYS, PASSAGE WAYS, AND OPEN AREAS MAY BE CLEARLY SEEN BY THE CUSTOMER THEREIN? YES

IF THE ANSWER IS NO TO EITHER OR BOTH (a) OR (b) ABOVE, PLEASE EXPLAIN PROPOSED METHODS TO RECTIFY THE INSUFFICIENT LIGHTING. _____

6. **FOR CONSUMPTION ON PREMISES AND RETAIL PACKAGE APPLICATIONS:**

(Answer "N/A" for items that are not applicable to your business)

(a) NUMBER OF SQUARE FEET OF TOTAL FLOOR AREA: 10,800 sf

(b) NUMBER OF SQUARE FEET DEVOTED TO DINING AREA: 3,500sf

(c) SEATING CAPACITY EXCLUDING BAR AREA: 130

(d) DO YOU HAVE A FULL SERVICE KITCHEN? YES

DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? YES

IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? YES

IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: _____

(e) HOURS PREPARED MEALS OR FOODS ARE SERVED: 11 hours

(f) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED or SOLD: 11 hours

(g) HOURS OF OPERATION: 11 hours

(h) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT: 15

(i) NUMBER OF PARKING SPACES: 120

(j) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: 4

(k) **PACKAGE LIQUOR STORES:**

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 503 - POSTING OF LICENSE NUMBER?

Every licensee shall have posted on the front of the licensed premises the name of the licensee together with the following inscription, "County Retail Package Sales of Distilled Spirits License No. _____"

DO YOU COMPLY WITH ORDINANCE ARTICLE 5 SECTION 505 A) (2) - TYPES OF OUTLETS WHERE PACKAGE SALES ARE PERMITTED? _____

Outlets that are devoted exclusively to the retail sale of distilled spirits, malt beverages and/or wine by the package with ingress and egress provided directly to and only to the exterior of the building and not to any other enclosed part of the building or adjoining building.

PREMISE AND STRUCTURE

7. FOR HOTEL/MOTEL ONLY:

- (a) NUMBER OF ROOMS AVAILABLE FOR HIRE TO GENERAL PUBLIC: _____
- (b) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO RESTAURANT: _____
- (c) NUMBER OF SQUARE FEET OF FLOOR SPACE DEVOTED TO DINING AREA: _____
- (d) SEATING CAPACITY EXCLUDING BAR AREA: _____
EXPLAIN IF MORE THAN ONE DINING AREA: _____

- (e) DO YOU HAVE A FULL SERVICE KITCHEN? _____
DOES THE FULL SERVICE KITCHEN CONTAIN A THREE (3) COMPARTMENT SINK? _____
IS THE STOVE AND/OR GRILL PERMANENTLY INSTALLED AND APPROVED BY THE HEALTH AND FIRE DEPARTMENTS? _____
IF THE ANSWER TO ANY OF THE IMMEDIATE FOREGOING IS NO, PLEASE EXPLAIN: _____

- (f) HOURS PREPARED MEALS OR FOODS ARE SERVED: _____
- (g) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED: _____
- (h) MAXIMUM NUMBER OF EMPLOYEES ON THE HIGHEST SHIFT DEVOTED TO THE OPERATION OTHER THAN THE RESTAURANT: _____
- (i) MAXIMUM NUMBER OF EMPLOYEES ON HIGHEST SHIFT DEVOTED TO THE RESTAURANT OPERATION: _____
- (j) NUMBER OF PARKING SPACES: _____
- (k) NUMBER OF PARKING SPACES DEVOTED TO HANDICAPPED PERSONS: _____

FOR ALL APPLICATIONS:

8. **ATTACH A CERTIFIED SCALE DRAWING OF THE PROPOSED PREMISES BY A REGISTERED LAND SURVEYOR OR PROFESSIONAL ENGINEER, SHOWING THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY, OR ALCOHOL TREATMENT CENTER.**
(See Survey Form # 3-A)
9. **ATTACH APPLICANT'S CERTIFICATION THAT THE LOCATION COMPLIES WITH THE DISTANCE REQUIREMENT FROM CHURCH, SCHOOL, DAYCARE FACILITY OR ALCOHOL TREATMENT CENTER.**
(See Survey Form 3-A)
10. **ATTACH EVIDENCE OF OWNERSHIP (DEED, LEASE, SALES AGREEMENT, LETTER OF INTENT).**

PREMISE AND STRUCTURE FORM

11. IF THE APPLICANT IS A FRANCHISE, ATTACH A COPY OF THE FRANCHISE AGREEMENT OR CONTRACT.
12. IF THE APPLICANT IS AN EATING ESTABLISHMENT, ATTACH A COPY OF THE MENU(S).
13. (a) IF THE BUILDING IS COMPLETE, ATTACH COPIES OF DETAILED SITE PLANS OF SAID BUILDING INCLUDING OUTSIDE PREMISES AND FLOOR PLAN.
- (b) IF THE BUILDING IS PROPOSED, ATTACH COPIES OF PROPOSED SITE PLAN AND SPECIFICATIONS AND BUILDING PERMIT OF THE PROPOSED BUILDING.

NOTE: Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attached sheets submitted herewith

STATE OF GEORGIA, DAWSON COUNTY

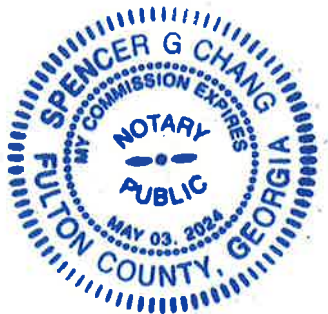
I, Zhaoxin, Lin, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PREMISE AND STRUCTURE STATEMENT ARE TRUE AND CORRECT.



APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Zhaoxin, Lin SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND, UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 1ST DAY OF FEB, 20 24.





NOTARY PUBLIC

From: Harmony Gee <hgee@dawsoncountyga.gov>

Sent: Thursday, February 8, 2024 2:02 PM

To: CPA <cpa@changcocpa.com>

Subject: RE: GK Steakhouse Inc: apply for new alcohol license - request zoning

The parcel is zoned C-HB and would allow for an alcohol license be issued pending all necessary requirements are met. Please let me know if there is anything further that I can assist with.

Thanks,

Harmony Gee

Developmental Service Rep. II

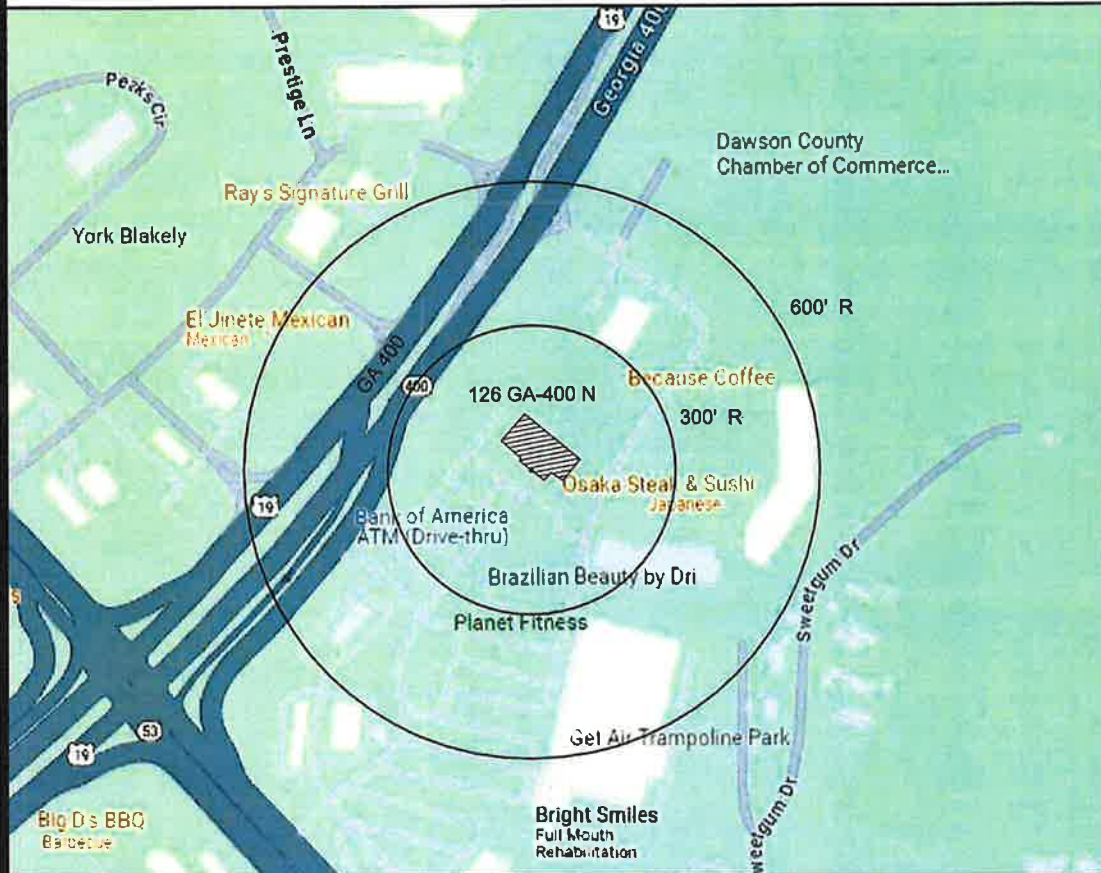
Dawson County Planning & Development

Phone 706-344-3604 ext. 42336

ATLANTA ENGINEERING SERVICES, INC. HAS NOT
PERFORMED A BOUNDARY LINE SURVEY AS PER
THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

ATLANTA ENGINEERING SERVICES

918 HOLCOMB BRIDGE ROAD, SUITE 201
ROSWELL, GEORGIA 30076
PHONE: 770-318-1720



DISTANCE MEASUREMENTS:

SCHOOL / SCHOOL GROUND:
PROMISE PREPARATORY ACADEMY
214 NORTHSIDE DAWSON ST, DAWSONVILLE, GA 30534
2785' MEASURED IN A STRAIGHT LINE

CHURCH: GRACE COMMUNITY CHURCH
256 BEARTOOTH PARKWAY, DAWSONVILLE, GA 30534
1822' MEASURED IN A STRAIGHT LINE

TREATMENT CENTER: AVITA COMMUNITY PARTNERS
671 SOUTH LUMPKIN CAMPGROUND RD, SUITE 100
DAWSONVILLE, GA 30534
4571' MEASURED IN A STRAIGHT LINE

DAY CARE: WHITE OAK LEARNING ACADEMY #2
281 PROMINENCE CT, DAWSONVILLE, GA 30534
2190' MEASURED IN A STRAIGHT LINE

HOUSING AUTHORITY: PEAKS OF DAWSON
6001 PEAKS DRIVE, DAWSONVILLE, GA 30534
1020' MEASURED IN A STRAIGHT LINE

COLLEGE: LANIER TECHNICAL COLLEGE
516 ALLEN STREET
DAWSONVILLE, GA 30534
5.8 MILES MEASURED IN A STRAIGHT LINE

OWNER: ALCOHOLIC LICENSE SURVEY FOR:
ZHAOXIN, LIN
126 GA-400 N
DAWSONVILLE, GA 30534

Business name: SK KOREAN STEAKHOUSE
Site Address: 126 GA-400 N
DAWSONVILLE, GA 30634

DAWSON COUNTY
STATE OF GEORGIA

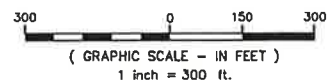
JOB. NO. 2024-3400
SCALE: AS NOTED
DWN. BY: ELA
FIELD WORK: 02-01-2024
DATE DRAFTED: 02-06-2024
REVISION:



NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY ATLANTA ENGINEERING SERVICES, INC. OR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

GENERAL NOTES:

1. THIS MAP IS A SPECIAL PURPOSE MAP INTENDED FOR SOLE USE OF THE OWNER.
2. ALL MATTERS OF TITLE ARE EXCEPTED.
3. THIS PLAT IS NOT FOR RECORDING.
4. EQUIPMENT USED FOR MEASUREMENTS: SURVEY MEASURING WHEEL AND GOOGLE EARTH.
5. MEASUREMENTS MADE IN A STRAIGHT LINE



DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

LOCATION & MAILING ADDRESS:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

PHONE: 706.344.3500 x 42335

CERTIFIED REPORT OF SURVEY

FOR ALL CONSUMPTION ON PREMISES AND RETAIL PACKAGE ESTABLISHMENTS

APPLICANT: Zhaoxin, Lin

BUSINESS NAME: GK Steakhouse INC

ADDRESS OF PREMISES
TO BE LICENSED: 126 GA - 400 N, Dawsonville GA 30534

The premises to be licensed must comply with the following minimum distance requirements to comply with the Official Code of Georgia §§ 3-3-2; 3-3-21; Reg. 560-2-2-.32; and the **Dawson County Consolidated Alcohol Ordinance**.

1. **CHURCH BUILDING:**

"Church building" means the main structure used by any religious organization for purposes of worship.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest church building, **measured in a straight line from the front door of the licensed facility to the front door of the church building.**

County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Name and Address
of Nearest Church Grace Community Church
256 Beartooth Parkway Dawsonville, Ga 30534

Distance Measured 1822 ft

2. **SCHOOL BUILDING OR SCHOOL GROUNDS:**

"School building or school grounds" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from any school, educational building or college, **measured in a straight line from the front door of the licensed facility to the front door of the school, educational building or college.** County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Name and Address
of Nearest School Promise Preparatory Academy
214 Northside Dawson St Dawsonville, Ga 30534

Distance Measured 2785 ft

3. **DAYCARE:**

"Daycare" means any place operated by a person, society, agency, corporation, institution, or group wherein are received for pay for group care for less than 24 hours per day, without transfer of legal custody, children under 18 years of age, and is not accredited as a public or private school (except that centers offering state funded pre-K programs are still considered daycares).

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest daycare, measured in a straight line from the front door of the licensed facility to the front door of the daycare.

County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Name and Address
of Nearest Daycare

White Oak Learning
281 Prominence Ct Dawsonville, GA 30534

Distance Measured

2190 ft

4. **ALCOHOL TREATMENT FACILITY:**

"Alcohol treatment facility" means any alcohol treatment center owned and operated by the State or the County government.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest alcohol treatment facility, measured in a straight line from the front door of the licensed facility to the front door of the alcohol treatment facility. County Ordinance References: Article 5 Section 501(A), Article 6 Section 600(B), Article 7 Section 700 (B)

Note: The only State or County operated alcohol treatment facility is Dawson County Treatment Court, 189 Highway 53 West, Suite 106, Dawsonville, GA 30534.

Name and Address
of Nearest Alcohol
Treatment Facility

Arleta Community Partners
671 S. Lumpkin Campground Rd Suite 100, Dawsonville

Distance Measured

4571 ft

5. **ANOTHER PACKAGE STORE:**

*****Applies to Package Liquor Stores Only*****

No license shall be issued under this ordinance for use at a location which is within **one (1) mile (1,760 yards)** of any other business licensed to sell packaged liquor (distilled spirits) at retail. This distance shall be measured in a straight line from the front door of the licensed facility to the front door of the other package store. This restriction shall not apply to any location for which a new license is applied if the retail package sale of distilled spirits was lawful at such location during the 12 months immediately preceding such application. County Ordinance Reference Article 5 Section 501(B)

Name and Address
of Nearest Package
Liquor Store

Distance Measured

5. **HOUSING AUTHORITY PROPERTY:**

*****Applies to Alcohol by the Drink Establishments*****

There is NO housing authority property in Dawson County.

"Housing authority property" means any property containing 300 housing units or fewer owned or operated by a housing authority created under the State Housing Authorities Law.

The premises to be licensed must be a minimum of **600 feet (200 yards)** from the nearest housing authority property, measured in a straight line from the front door of the licensed facility to the front door of the housing authority property. County Ordinance Reference Article 7 Section 700(B)

Name and Address
of Nearest Housing
Authority Property

NONE IN DAWSON COUNTY

Distance Measured

Note:

A scale drawing (by a Georgia Registered Land Surveyor/Engineer) of the location of the premises to be licensed, showing the closest prohibited structures and identifying the minimum distance, must be attached hereto.

THE LICENSE APPLICANT COMPLETES THE FOLLOWING CERTIFICATION:

The undersigned certifies that subject location is in compliance or non-compliance with the distance requirements set forth above. I have found: (check one)

☐ The above listed structures are inside the minimum distance restrictions stated above

OR

☒ The premises to be licensed meets the minimum distance requirements for licensing stated above.

Zhaoxin, Lin

Applicant's Printed Name



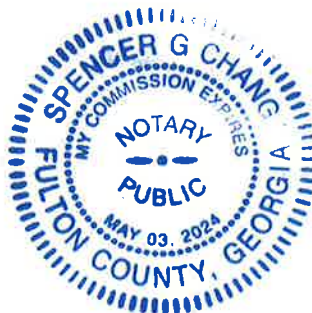
Applicant's Signature

2/1/2024
Date of Signature



Notary Signature

2/1/2024
Date of Signature



DAWSON COUNTY PLANNING AND DEVELOPMENT

ALCOHOL LICENSING

Location & Mailing Address:

25 JUSTICE WAY, SUITE 2322
DAWSONVILLE, GA 30534

Phone: 706/344-3500 x 42335

STATEMENT OF PERSONAL HISTORY

Instruction: This statement must be typed or neatly printed and executed under oath. Each question must be fully answered. If space provided is not sufficient, answer on a separate sheet and indicate in the space if a separate sheet is attached.

1. **NAME:** Lin Zhaoxin
Last First Middle

RESIDENCE: [Redacted] [Redacted]
Street Number Street Name
[Redacted] [Redacted] [Redacted] [Redacted]
City State Zip Code Telephone Number

2. **CHECK:** (all that apply)

☐ Sole Owner/Proprietor ☐ Partner: ☐ General ☐ Limited ☐ Silent
☐ Director ☒ Principal Stockholder (20% or more)
☐ Registered Agent ☐ Officer: _____
☐ Manager ☐ Employee: _____

3. **TRADE NAME OF BUSINESS FOR WHICH THIS STATEMENT IS MADE:**

NAME OF BUSINESS: SK Korean Steakhouse
LOCATION: 126 GA - 400 N
Street Number Street Name P. O. Box
Dawsonville GA 30534
City State Zip Code Telephone Number

4. **STATE THE PERCENTAGE OF OWNERSHIP OR INTEREST, IF ANY, IN THIS BUSINESS:** 20%

5. **STATE METHOD AND AMOUNT OF COMPENSATION, IF ANY, DIRECTLY OR INDIRECTLY:** _____

6. **DATE OF BIRTH:** [Redacted] **PLACE OF BIRTH:** China
SSN: [Redacted] **SEX:** ☒ MALE ☐ FEMALE **RACE:** Asian
COLOR OF HAIR: Black **COLOR OF EYES:** BR

7. ☒ U.S. CITIZEN ☐ LEGAL PERMANENT RESIDENT ☐ QUALIFIED ALIEN OR NON-IMMIGRANT

Requirements:

Affidavit for Issuance of a Public Benefit and a Secure & Verifiable Document

E-Verify Private Employer Affidavit of Compliance or E-Verify Private Employer Exemption Affidavit

STATEMENT OF PERSONAL HISTORY

8. ☐ SINGLE ☒ MARRIED ☐ WIDOWED ☐ DIVORCED ☐ SEPARATED

IF MARRIED OR SEPARATED, COMPLETE INFORMATION LISTED BELOW:

FULL NAME OF SPOUSE: Qihong Wong SSN# [REDACTED]
MAIDEN NAME: N/C PLACE OF BIRTH: China
DATE OF BIRTH: [REDACTED] NAME AND ADDRESS OF SPOUSE'S EMPLOYER:
Eastern Coast INC

9. STATE ANY OTHER NAMES THAT YOU HAVE USED: MAIDEN NAME, NAMES BY FORMER MARRIAGES, FORMER NAMES CHANGED LEGALLY OR OTHERWISE, ALIASES, NICKNAMES, ETC. SPECIFY WHICH, SHOW DATES, ETC.: No

10. EMPLOYMENT RECORD FOR THE PAST TEN (10) YEARS. (LIST THE MOST RECENT EXPERIENCE FIRST).

From Mo/Yr	To Mo/Yr	Occupation & Duties Performed	Salary Received	Employer (Business Name)	Reason for Leaving
11/2016	07/2023	Manager	\$3500.00 per month	Gtown wing	Sold
08/2013	09/2016	Chef	\$3000.00 per month	Osaka steakhouse	Sold

11. LIST IN REVERSE CHRONOLOGICAL ORDER ALL OF YOUR RESIDENCES FOR THE PAST TEN (10) YEARS:

From	To	Street	City	State
11/2016	12/2023	1302 Maple St	Carrollton	GA
07/2013	10/2016	5996 N 73rd LN	Peoria	AZ

STATEMENT OF PERSONAL HISTORY

12. DO YOU HAVE ANY FINANCIAL INTEREST, OR ARE YOU EMPLOYED IN ANY OTHER WHOLESALE OR RETAIL BUSINESS ENGAGED IN DISTILLING, BOTTLING, RECTIFYING, OR SELLING ALCOHOLIC BEVERAGES? NO

IF YOUR ANSWER IS "YES" TO NUMBER 14, GIVE NAMES, LOCATIONS, AND AMOUNT OF INTEREST IN EACH: _____

13. HAVE YOU EVER HAD ANY FINANCIAL INTEREST IN AN ALCOHOLIC BEVERAGE BUSINESS THAT WAS DENIED A LICENSE? NO

IF SO, GIVE DETAILS: _____

14. HAS ANY ALCOHOLIC BEVERAGE LICENSE IN WHICH YOU HOLD, OR HAVE HELD, ANY FINANCIAL INTEREST OF, OR EMPLOYED, OR HAVE BEEN EMPLOYED, EVER BEEN CITED FOR ANY VIOLATIONS OF THE RULES AND REGULATIONS OF THE STATE REVENUE COMMISSIONER RELATING TO THE SALE AND DISTRIBUTION OF ALCOHOLIC BEVERAGES? NO

IF SO, GIVE DETAILS: _____

15. IF DURING THE PAST TEN YEARS YOU HAVE BOUGHT OR SOLD ANY BUSINESS ASSOCIATED WITH ALCOHOL, GIVE DETAILS. (DATE, LICENSE NUMBER, PERSONS, AND CONSIDERATIONS INVOLVED):

NO

16. HAVE YOU EVER BEEN DENIED BOND BY A COMMERCIAL SECURITY COMPANY? NO

IF SO, GIVE DETAILS: _____

17. ARE YOU A REGISTERED VOTER? Yes IN WHAT STATE? GA

18. HAVE YOU EVER BEEN ARRESTED, OR HELD BY FEDERAL, STATE OR OTHER LAW ENFORCEMENT AUTHORITIES, FOR ANY VIOLATION OF ANY FEDERAL LAW, STATE LAW, COUNTY OR MUNICIPAL LAW, REGULATION OR ORDINANCES? (Do not include traffic violations. All other charges must be included even if they were dismissed. Give reason charged or held, date, place where charged and disposition. If no arrest, write no arrest. After last arrest is listed, please write no other arrest):

1. No arrest

2. No arrest

3. No arrest

4. No other arrest

STATEMENT OF PERSONAL HISTORY

19. LIST BELOW FOUR REFERENCES (PERSONAL AND BUSINESS). GIVE COMPLETE ADDRESS AND PHONE NUMBER INCLUDING AREA CODE. IF GIVING A BUSINESS REFERENCE, NAME A PERSON AT THE LOCATION TO BE CONTACTED. **DO NOT INCLUDE RELATIVES OR EMPLOYERS OR FELLOW EMPLOYEES OF PARTICULAR BUSINESS.**

1. Fuzhang Chen. [REDACTED ADDRESS] [REDACTED PHONE NUMBER]
2. Edison Lin [REDACTED ADDRESS] [REDACTED PHONE NUMBER]
3. XueZhong Lin [REDACTED ADDRESS] [REDACTED PHONE NUMBER]
4. Effy Liu [REDACTED ADDRESS] [REDACTED PHONE NUMBER]

20. HAVE YOU HAD ANY LICENSE UNDER THE REGULATORY POWERS OF DAWSON COUNTY DENIED, SUSPENDED, OR REVOKED WITHIN TWO (2) YEARS PRIOR TO THE FILING OF THIS APPLICATION?

NO

IF SO, GIVE DETAILS:

21. ATTACH PHOTOGRAPH (Front View) TAKEN WITHIN THE PAST YEAR:




NOTE: ATTACH A COPY OF YOUR DRIVER'S LICENSE TO THIS FORM.

STATEMENT OF PERSONAL HISTORY

Before signing this statement, check all answers and explanations to see that you have answered all questions fully and correctly. This statement is to be executed under oath and subject to the penalties of false swearing, and it includes all attachments submitted herewith.

STATE OF GEORGIA, DAWSON COUNTY.

I, Zhaoxin, Lin, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, FOR AN ALCOHOLIC BEVERAGE LICENSE. I HEREBY AUTHORIZE PERSONNEL OF THE DAWSON COUNTY SHERIFF'S DEPARTMENT OR DAWSON COUNTY MARSHAL'S OFFICE TO RECEIVE, VERIFY, AND DISSEMINATE ANY CRIMINAL HISTORY INFORMATION WHICH MAY BE IN THE FILES OF ANY LOCAL, STATE, OR FEDERAL CRIMINAL JUSTICE AGENCY FOR INVESTIGATIVE PURPOSES, DENIAL, OR APPEALS.



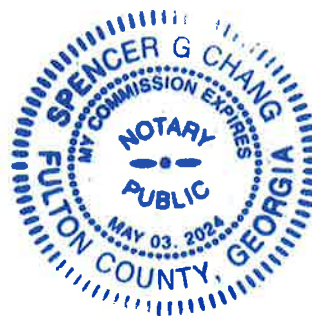
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Zhaoxin, Lin SIGNED HIS/HER NAME TO THE FOREGOING APPLICATION STATING TO ME THAT HE/SHE KNEW AND UNDERSTOOD ALL STATEMENTS AND ANSWERS MADE THEREIN, AND UNDER OATH ACTUALLY ADMINISTERED BY ME, HAS SWORN THAT SAID STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS, THE 15TH DAY OF FEB, 2024



NOTARY PUBLIC



Dawson County, Georgia Board of Commissioners
Affidavit for Issuance of a Public Benefit
As Required by the Georgia Illegal Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a Dawson County Business License, Out of County Business Registration, Alcohol License, or other public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following with respect to my application for such Dawson County public benefit.

 X **I am a United States citizen.**

 I am a legal permanent resident of the United States. (FOR NON-CITIZENS)

 I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. (FOR NON-CITIZENS)

My alien number issued by the Department of Homeland Security or other federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one **secure and verifiable document**, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit. *(See reverse side of this affidavit for a list of secure and verifiable documents.)*

The secure and verifiable document provided with this affidavit can best be classified as:

Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Atlanta (city), GA (state)

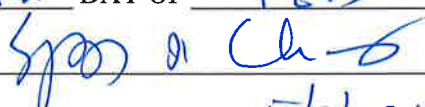

Signature of Applicant

21/2024
Date

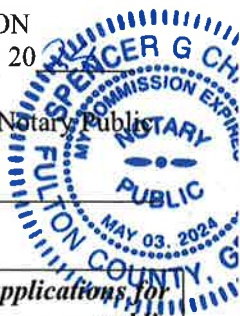
Zhaoxin, Lin
Printed Name

GK Steakhouse INC
Name of Business

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 1st DAY OF FEB, 20

 Notary Public

My Commission Expires: 5/3/2024



This affidavit is a State of Georgia requirement that must be completed for initial applications and renewal applications for public benefits as referenced in O.C.G.A § 50-36-1(a)(3). The person who has made application for access to public benefits on behalf of an individual, business, corporation, partnership or other private entity must complete and sign the affidavit and provide a secure and verifiable document.

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A **United States Passport or Passport Card** [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **United States Military Identification card** [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **Driver's License** issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An **Identification Card** issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **Tribal Identification Card** of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at:
<http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm>
[O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **United States Permanent Resident Card or Alien Registration Receipt Card** [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An **Employment Authorization Document** that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **Passport Issued by a Foreign Government** [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **Merchant Mariner Document or Merchant Mariner Credential** issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **Free and Secure Trade (FAST) card** [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A **NEXUS Card** [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A **Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card** [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A **Driver's License issued by a Canadian Government Authority** [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A **Certificate of Citizenship** issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- A **Certificate of Naturalization** issued by the United States Department of Citizenship and Immigration Services USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]

Dawson County, Georgia Board of Commissioners

Private Employer Affidavit of Compliance Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 
Federal Work Authorization User Identification Number

2/14/24
Date of Authorization

GK Steakhouse Inc
Name of Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 14, Feb, 2024 in Atlanta (city), GA (state).


Signature of Authorized Officer or Agent

Zhaoxin Lin / Officer
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 14 DAY OF February, 20 24

Sara Kathryn Massey
NOTARY PUBLIC

My Commission Expires: 5/10/27



GEORGIA
DRIVER'S LICENSE

GOVERNOR: *B. Perdue*

4a DL NO. [REDACTED] DOB [REDACTED]
9 CLASS C 4b EXP 08/29/2025
2 ZHAOXIN
1 LIN
8 [REDACTED]
12 REST A
9a END NONE
4a ISS [REDACTED]
15 SEX M 16 EYES BRO
16 HGT 5'-07" 17 WGT 125 lb

Commissioner: *Spencer & Moore*

5 DD 648281981790020000

USA
GA

01/02/2019
www.dds.georgia.gov

1000622438

MEDICAL INFORMATION: NONE

CLASS: C-S 26,000 lbs. GVWR and Trailer S 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: A-None

DOB: 08/29/1983

9. INSERTION INTO CORPORATE RECORD BOOK

RESOLVED, that this consent with the documents affixed to it, are to be placed in the minute book of the Corporation.

IN WITNESS WHEREOF, each of the undersigned has executed this Unanimous Consent on the date set forth below his signature hereto, effective as of January 6th, 2023. The Unanimous Consent may be executed in counterparts, each of which shall be deemed an original.

Board of Directors:



President: Xue Zhong Lin



Treasurer/Secretary: Zhao Xin Lin

Witness:



spencer chen

SK KOREAN BBQ: Hotpot+Lunch Unlimited MENU -122623

Option A

100lb Gloss Text

Legal Size

4/4

Qty :

Option B

30 Mil polystyrene

Legal Size

4/4

Qty :



SK KOREAN BBQ: Hotpot+Dinner Unlimited MENU -122623

Option A

100lb Gloss Text

Legal Size

4/4

Qty:

Option B

30 Mil polystyrene

Legal Size

4/4

Qty:



unlimited imagination
GOM
PRINTING & SIGNS

tel:678-205-0408 / fax:678-205-0420
e-mail:gomprinting@gmail.com
3700 Centerville Rd. Doraville, GA 30134

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MINUTES
OF ACTIONS OF BOARD OF DIRECTORS OF
GK STEAKHOUSE INC

Taken as of January 6th, 2023
by Unanimous Written Consent
In lieu of Organization Meeting

The undersigned, being all of the Directors of **GK STEAKHOUSE INC.** Hereby take the actions set forth below this document (the "Unanimous Consent"). The within actions by unanimous written consent constitute the organization meeting of Directors required by Section 14-2-821 of the Georgia Business Corporation Code. The Unanimous Consent shall be dated and shall be effective as of January 6th, 2023.

1. **ACCEPTANCE OF ARTICLES OF INCORPORATION**

RESOLVED, that the Articles of Incorporation are accepted and approved. A copy of the Articles of Incorporation and the Certificate of Incorporation are attached to this consent.

2. **ADOPTION OF BY-LAWS**

RESOLVED, that the By-Laws for the government and regulation of the business and affairs of the corporation, a copy of which is attached to this consent, was reviewed section by section by the board of directors and adopted as the By-Laws of the Corporation.

3. **AUTHORIZATION TO ISSUE SHARES**

RESOLVED, that the president and secretary are authorized to issue the shares of the corporation as set forth, the Corporation shall from time to time issue its shares without par value common stock at a consideration of \$1 per share.

<u>Shareholder</u>	<u>Number of Shares</u>	<u>Consideration</u>
Zhao Xin Lin	2,000	\$2,000
Xue Zhong Lin	3,000	\$3,000
Liang Ying Lin	3,000	\$3,000
Soon Ae Min	2,000	\$2,000

The Secretary was directed to attach to this consent a statement of the consideration received from those shareholders who paid, in whole or in part, real property, tangible or intangible personal property, labor or services performed for the corporation or in its formation, for their shares.

4. APPOINTMENT OF OFFICERS

The following persons are hereby elected to serve as officers of the Corporation until the next Annual Meeting of the Board of Directors and until their successors are duly elected or appointed and have qualified or until their earlier resignation, removal from office, or death:

President:	Xue Zhong Lin
Treasurer/Secretary:	Zhao Xin Lin

5. AUTHORIZATION TO PROCURE BOOKS

RESOLVED, that the secretary of the corporation is authorized and directed to procure all corporate books, books of account and share certificate books required by the statutes of the state of Georgia or necessary or appropriate in connection with the business of this corporation.

6. ADOPTION OF SEAL AND CERTIFICATES

RESOLVED, that the seal, an impression of which appears in the margin of this certificate, was adopted as the corporate seal of the corporation and the specimen certificate for shares in the form exhibited and inserted in the record book, was adopted as the corporate share certificate.

7. AUTHORIZATION TO ENGAGE IN BUSINESS

RESOLVED, that the Corporation shall commence business as of January 01, 2017, but that all actions of the Incorporator in obtaining the Articles of Incorporation on behalf of the Corporation prior to that date are accepted and ratified.

8. AUTHORIZATION TO OPEN BANK ACCOUNT

The President is hereby authorized, directed and empowered to select a state or national bank as a depository in which the corporate funds may be deposited and withdrawn. Further, the Secretary is authorized, directed and empowered to complete and execute the normal form of resolutions and certification thereof required by said bank with respect to corporate accounts and to attach a copy of the same to this Unanimous Consent, authorizing and empowering designated persons to transact such business with said bank as specified in said resolutions, and said resolutions are hereby adopted and approved as the resolutions of the Board of Directors of the Corporation effective as of the date hereof.



DAWSON COUNTY SHERIFF'S OFFICE
SHERIFF JEFF JOHNSON
19 Tucker Avenue
Dawsonville, Georgia 30534
Office (706) 344-3535 ~ Fax (706) 344-3537



CRIMINAL HISTORY REQUEST

I hereby request for the Dawson County Sheriff's Office to retrieve any criminal history record information, which may pertain to myself (or the person named below), that may be found in any state or local criminal justice agency in Georgia. Records obtained from the Dawson County Sheriff's Office shall only be used by the requesting agency or individual solely for the purposes requested. If any information is used to deny employment or license, it shall not reflect on the liability of this office, but on the agency or entity who makes that decision and to allow the person/applicant a chance to dispute any information which may be in error. Any dissemination of the information provided must be with permission of the person/applicant. Dawson County shall not be held responsible for information obtained by another agency, state or federal, which provides such information and whose files reflect records which may contain errors or omissions.

TO ENSURE ACCURACY, PLEASE PRINT AND PROVIDE COMPLETE INFORMATION.

Date of request: 2/1/2024 Authorization good for: ☐ 7 ☐ 30 ☐ 60 ☐ 90 ☒ 180 days
Agency requesting criminal history (name and phone #): Georgia Crime Information Center 404-244-2639
Full name: Zhaoxin Lin Dawson County Phone # [REDACTED]
Address: [REDACTED]
SSN: [REDACTED] Providing your SSN is voluntary. SSN helps confirm your identity and history.
DOB: [REDACTED] Sex: M Race: Asian State of birth: China
Height: 5-6 Weight: 145 Hair: Black Eyes: Brown

Individual(s) authorized to receive criminal history: Angela Byers
Any authorized individual(s) must present a valid identification upon receipt of this criminal history. If a valid identification cannot be presented, the criminal history will not be released.

Special employment provisions (check if applicable):
☐ Employment with mentally disabled (Purpose code "M")
☐ Employment with elder care (Purpose code "N")
☐ Employment with children (Purpose code "W")

To be completed by Dawson County Sheriff's Office personnel:

Select purpose code used: ☐ C ☒ E ☐ F ☐ J ☐ M ☐ N ☐ P ☐ U ☐ W ☐ Z

Case number or criminal history number used: 24 02 0104E

Date of inquiry: _____ Time of inquiry: _____ Operator's initials: _____

[Signature]
SIGNATURE OF APPLICANT

SIGNATURE OF RECEIVING PERSON



.. DAS4-00057059 GA-CCH 20240222 09:08:17 20240222 09:08:17 091F004686
IR.GASIR0000.GA0420005.

GEORGIA CRIMINAL HISTORY NAME AND IDENTIFIER SEARCH

REQUESTED BY:

DATE: 20240222 PUR: E ATTN: ABYERS/ALCOHOLIC/AMARTIN

ARN: 24-02-0104E

RESPONSE DATE: 20240222

QUERY REQUESTED ON:

NAM/LIN, ZHAOXIN

DOB/ [REDACTED]

SEX/M

RAC/A

SOC/ [REDACTED]

NO RECORD FOUND IN GEORGIA
Amanda Martin
DAWSON COUNTY SHERIFF'S OFFICE
JEFF JOHNSON, SHERIFF

NO RECORD FOUND

END OF RECORD

Dawson County Marshal's Office *Alcohol* Log Sheet

	Application Date	Applicant's Name (first, middle initial, last)	DOB	Business Name
1	2/01/2024	Zhaoxin Lin	08/29/1983	GK Steakhouse, DBA SK Korean Steakhouse
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Dawson County
Rezoning Application
(AMENDMENT TO LAND USE MAP)

APPLICANT INFORMATION (or Authorized Representative)

If applicant is other than owner, the Property Owner Authorization form must be completed.

Printed Name: Tim Satterfield Chief Construction Management, LLC

Address: _____

Phone (Listed only please) _____

Email (Business/Personal): _____

Status: ☐ Owner ☒ Authorized Agent ☐ Lessee ☐ Option to purchase

I have ☐ / have not ☒ participated in a pre-application meeting with Planning Staff.

If not, I agree ☒ / disagree ☐ to schedule a meeting the week following the submittal deadline.

Meeting Date: _____ Applicant Signature: Tim Satterfield

REQUESTED ACTION & DETAILS OF PROPOSED USE

☒ Rezoning to: C-1R ☐ Special Use Permit for: _____

Proposed Use: _____

Existing Utilities: ☒ Water ☐ Sewer ☐ Gas ☒ Electric

Proposed Utilities: ☐ Water ☐ Sewer ☐ Gas ☐ Electric

RESIDENTIAL

No. of Lots: _____ Minimum Lot Size: _____ (acres) No. of Units: _____

Minimum Heated Floor Area: _____ sq. ft. Density/Acre: _____

Type: ☐ Apartments ☐ Condominiums ☐ Townhomes ☐ Single-family ☐ Other

Type of Amenity: _____ Amount of Open Space: _____

COMMERCIAL & RESTRICTED INDUSTRIAL:

Building area: _____ No. of Parking Spaces: _____

Property Owner/
Property Information

Name: William C. Elliott

Street Address of Property being rezoned: 729 MARVIN STYLES

Rezoning from: RA to: C-1R Total acreage being rezoned: 79.880

Directions to Property (if no address):

Elliott Family Parkway 183 TO MARVIN STYLES Rd.

Subdivision Name (if applicable): _____ Lot(s) #: _____

Current Use of Property: _____

Does this proposal reach DRI thresholds? NO If yes, the application will require submittal of a transportation study. DRIs require an in depth review by County agencies, and regional impact review by the Georgia Mountains Regional Planning staff. This adds several weeks to processing; additionally, the applicant is responsible for the expense of third party review of the required technical studies associated with the project.

Please refer to Dawson County's Georgia 400 Corridor Guidelines and Maps to answer the following:

Does the property lie within the Georgia 400 Corridor? NO (yes/no)

SURROUNDING PROPERTY ZONING CLASSIFICATION:

North V-4 South V-4 East C-4 V5 West V-4

Future Land Use Map Designation: _____

Access to the development will be provided from:

Road Name: MARVIN STYLES Type of Surface: GRAVEL

Applicant Certification

I hereby request the action contained within this application relative to the property shown on the attached survey, plat, and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners agenda(s) for a public hearing.

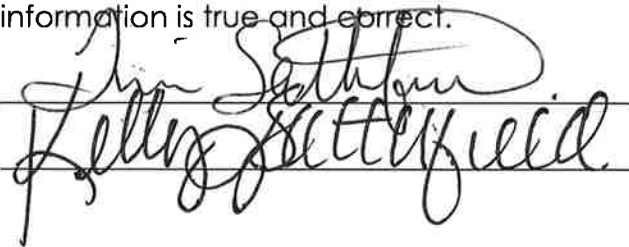
I understand that the Planning & Development staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented. The staff will send notices to adjacent property owners advising of the request and proposed use prior to the public hearing.

I understand that I have the obligation to present all data necessary and required by code to enable the Planning Commission and the Board of Commissioners to make an informed determination on my request. I will seek the advice of an attorney or a land use professional if I am not familiar with the zoning and land use requirements.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioner hearings and that I am required to be present or to be represented by someone able to present all facts. I understand that failure to appear at a public hearing may result in the postponement or denial of my rezoning or special use application. **I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Dawson County.**

I hereby certify that I have read the above and that the above information as well as the attached information is true and correct.

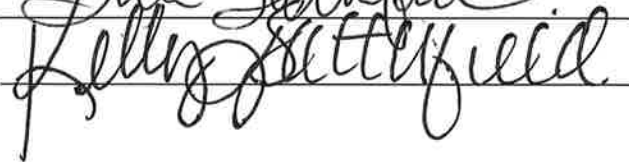
Signature



Date

8-25-23

Witness



Date

8/25/2023

Property Owner Authorization

I/we, William C Elliott, hereby swear that I/we own the property located at (fill in address and/or tax map parcel #s):

Street Address of Property being rezoned:

TMP#: 034-015

as shown in the tax maps and/or deed records of Dawson County, Georgia, and which parcel or parcels will be affected by this request.

I hereby authorize the person named below to act as the applicant or agent in pursuit of the rezoning requested on this property. I understand that any rezone granted, and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The under signer below is authorized to make this application. The under signer is aware that no application or reapplication affecting the same land shall be acted upon within six (6) months from the date of the last action by the Board of Commissioners.

Printed Name of applicant or agent: Jim Satterfield

Signature of applicant or agent: [Signature] Date: _____

Printed Name of Owner(s): William C. Elliott

Signature of Owner(s): [Signature] Date: 8-24-23

Mailing address: _____

City, State, Zip _____

Phone (Listed/_____

Sworn and subscribed before me

this 25th day of August, 2023

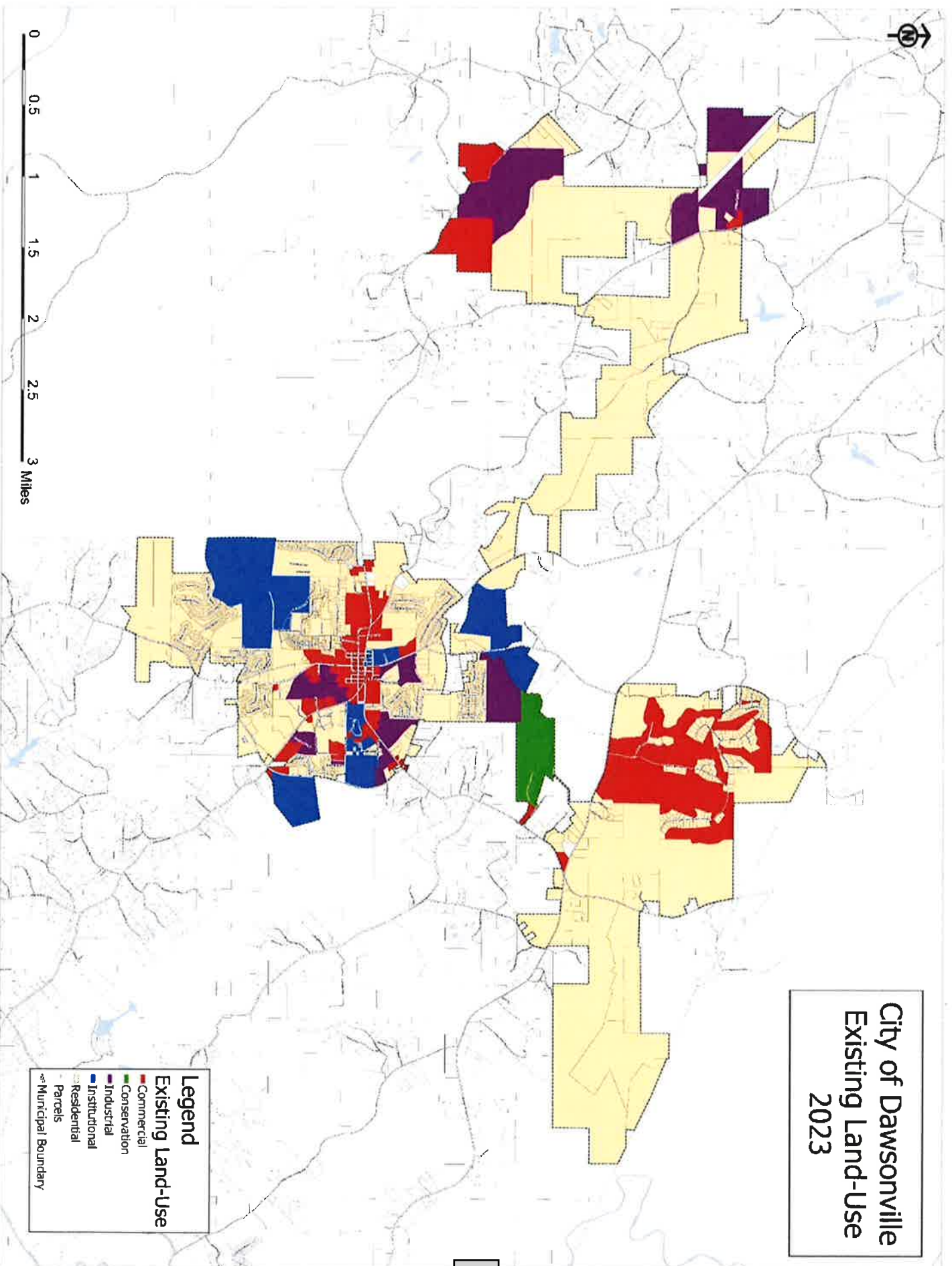
[Signature]
Notary Public

My Commission Expires: 5/31/2027



(The complete names of all owners must be listed; if the owner is a partnership, the names of all partners must be listed; if a joint venture, the names of all members must be listed. If a separate sheet is needed to list all names, please identify as applicant or owner and have the additional sheet notarized also.)

City of Dawsonville Existing Land-Use 2023



- Legend**
- Existing Land-Use
 - Commercial
 - Conservation
 - Industrial
 - Institutional
 - Residential
 - Parcels
 - Municipal Boundary

CHIEF Construction Management, LLC
246 Hickory Nut Trail
Dawsonville, Georgia 30534
Phone: 706-525-0328
E-Mail: tsatt21@outlook.com

August 31, 2023

VIA ELECTRONIC MAIL: hgee@dawsoncountyga.gov

Ms. Harmony Gee
Development Services Rep II
25 Justice Way, Suite 2322
Dawsonville, Georgia 30534

RE: Zoning Request for Parcel No.: 054015

Dear Ms. Gee:

As requested, the following is the additional information necessary for the rezoning for the above-referenced parcel number.

My client would like to rezone said parcel from RA to light industrial for the purpose the of constructing additional hangers, as well as structures to house light industrial needs for the owner of the property. The adjacent properties are already zoned as light industrial. The future land map of Dawson County shows the area as zoned light industrial.

Please let me know if you have any questions or need any additional information.

Respectfully,

Tim Satterfield

Tim Satterfield

DAWSON COUNTY Tax Commissioner

25 Justice Way Suite 1222
Dawsonville, GA 30534

Trans No	Property ID/District Description	Original Due	Interest & Penalty	Prev Paid	Amount Due	Amount Paid	Transaction Balance
15772 Year-Bill No 2022 - 14652	054 015 / 001 LL 17 53 54 LD 4 FMV: \$710,190.00	4,618.99	0.00 Fees 0.00	0.00	4,618.99	4,618.99	0.00
						Paid Date 11/15/2022 16:38:26	Current Due 0.00
Transactions:	15771 - 15782 Totals	4,618.99	0.00	0.00	4,618.99	4,618.99	0.00

Paid By :

ELLIOTT WILLIAM C
PO BOX 1948
DAWSONVILLE, GA 30534BILL OR CINDY ELLIOTT
PO BOX 1948
DAWSONVILLE, GA 30534

Cash Amt: 0.00

Check Amt: 0.00

Charge Amt: 0.00

Change Amt: 0.00

Check No

Refund Amt: 0.00

Charge Acct

Overpay Amt: 0.00

729 MARVIN STYLES
Road

Filed in Office: 01/19/2021 10:15AM
Deed Doc: WD
Bk 01466 Pg 0539-0540
Georgia Transfer Tax Paid : \$1,300.0
Justin Power Clerk of Court
Dawson County
0422021000087

Return Recorded Document to:
Angela Grant Clark
65-A Turner Road, P.O. Box 611
Dahlonega, GA 30533

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF DAWSON

File #: 20RE1007

This Indenture made this 14th day of January, 2021 between Michael R. Styles and Martha A. Styles, as party or parties of the first part, hereinafter called Grantor, and William C. Elliott, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

See Exhibit "A" Attached hereto and made a part hereof by reference

This Deed is given subject to all easements and restrictions of record, if any.

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 all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed this 14th day of January, 2021
in the presence of:

Pat Cagle
Unofficial Witness

Angela G. Clark
Notary Public

My commission expires: Aug. 5, 2023

Michael R. Styles (Seal)
Michael R. Styles

Martha A. Styles (Seal)
Martha A. Styles



EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 53 AND 54, 4TH DISTRICT, 1ST SECTION, DAWSON COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY A PLAT PREPARED BY DOUGLAS R. SHERRILL, GEORGIA REGISTERED LAND SURVEYOR, DATED JANUARY 6, 2021: AND AS PER SAID PLAT, THE PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE COMMON INTERSECTION OF LAND LOTS 52, 53, 84, AND 85; THENCE SOUTH 89 DEGREES 50 MINUTES 00 WEST 1984.43 FEET TO A ½ INCH IRON FOUND; THENCE NORTH 00 DEGREES 09 MINUTES 36 SECONDS EAST 1328.75 FEET TO A ½ INCH IRON PIN FOUND ON THE NORTHERN LAND LOT LINE OF LAND LOT 54; THENCE SOUTH 89 DEGREES 34 MINUTES 41 SECONDS EAST 1787.93 FEET TO A ½ INCH REBAR FOUND; THENCE SOUTH 46 DEGREES 31 MINUTES 45 SECONDS EAST 268.15 FEET TO A ½ INCH REBAR FOUND ON THE EASTERN LAND LOT LINE OF LAND LOT 53; THENCE SOUTH 00 DEGREES 05 MINUTES 26 SECONDS WEST 1125.32 FEET TO A ½ INCH IRON PIN AT THE INTERSECTION OF LAND LOTS 52, 53, 84, AND 85, BEING THE POINT OF BEGINNING. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

THIS CONVEYANCE IS MADE TOGETHER WITH AND SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY ABOVE DESCRIBED.

20RE-1007

A handwritten signature, possibly reading 'BZ', is enclosed within a hand-drawn circle. Below the circle, there are handwritten initials or a signature.

From: **Ringle, Bill** Bill.Ringle@dph.ga.gov
Subject: **Parcel 054 015**
Date: **Aug 24, 2023 at 11:46:41 AM**
To: **Harmony Gee** hgee@dawsoncountyga.gov
Cc: **tsatt21@outlook.com**

Harmony,

The owner of the subject parcel is planning to re-zone the property to light industrial. The parcel consists of 59.43 acres and has an existing home, six chicken houses, and other out buildings on it. We could not locate any paperwork on the septic system for the house.

With this size of property, we have no issues with the proposed re-zoning request. The property would be served by public water and septic systems. We will perform site evaluations as applications for septic system construction permits are submitted.

If their intent is to create more than four parcels out of this one, with any of those parcels being 3.0 acres or less, a subdivision review with our office would be required.

Do not hesitate to contact me if you have any questions.

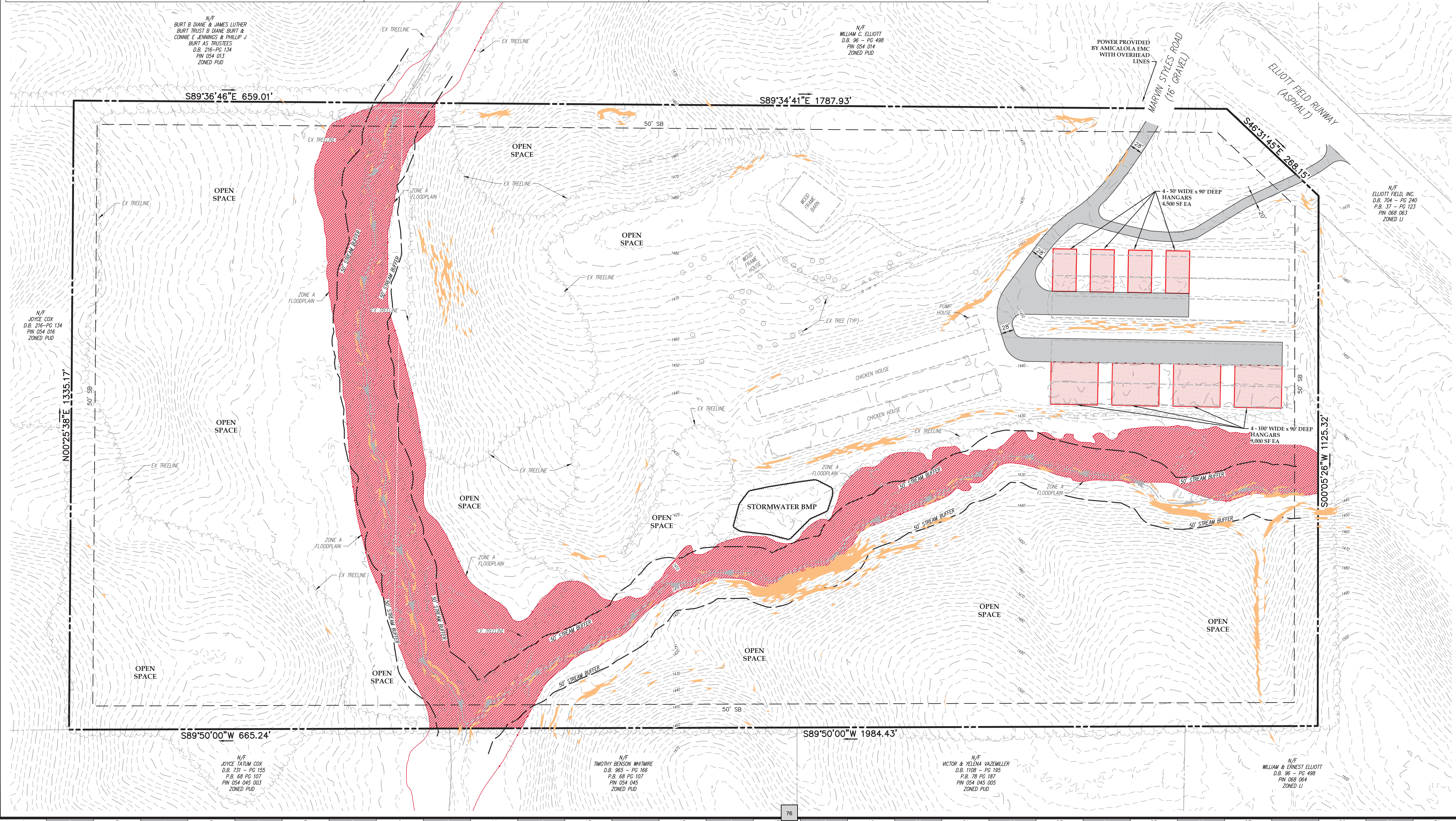
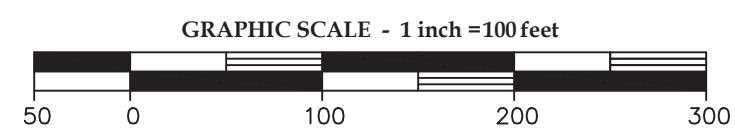
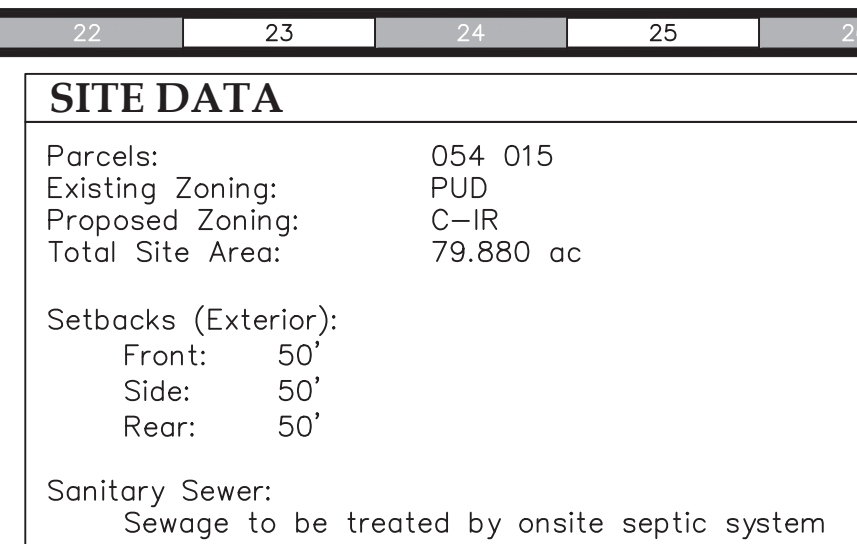
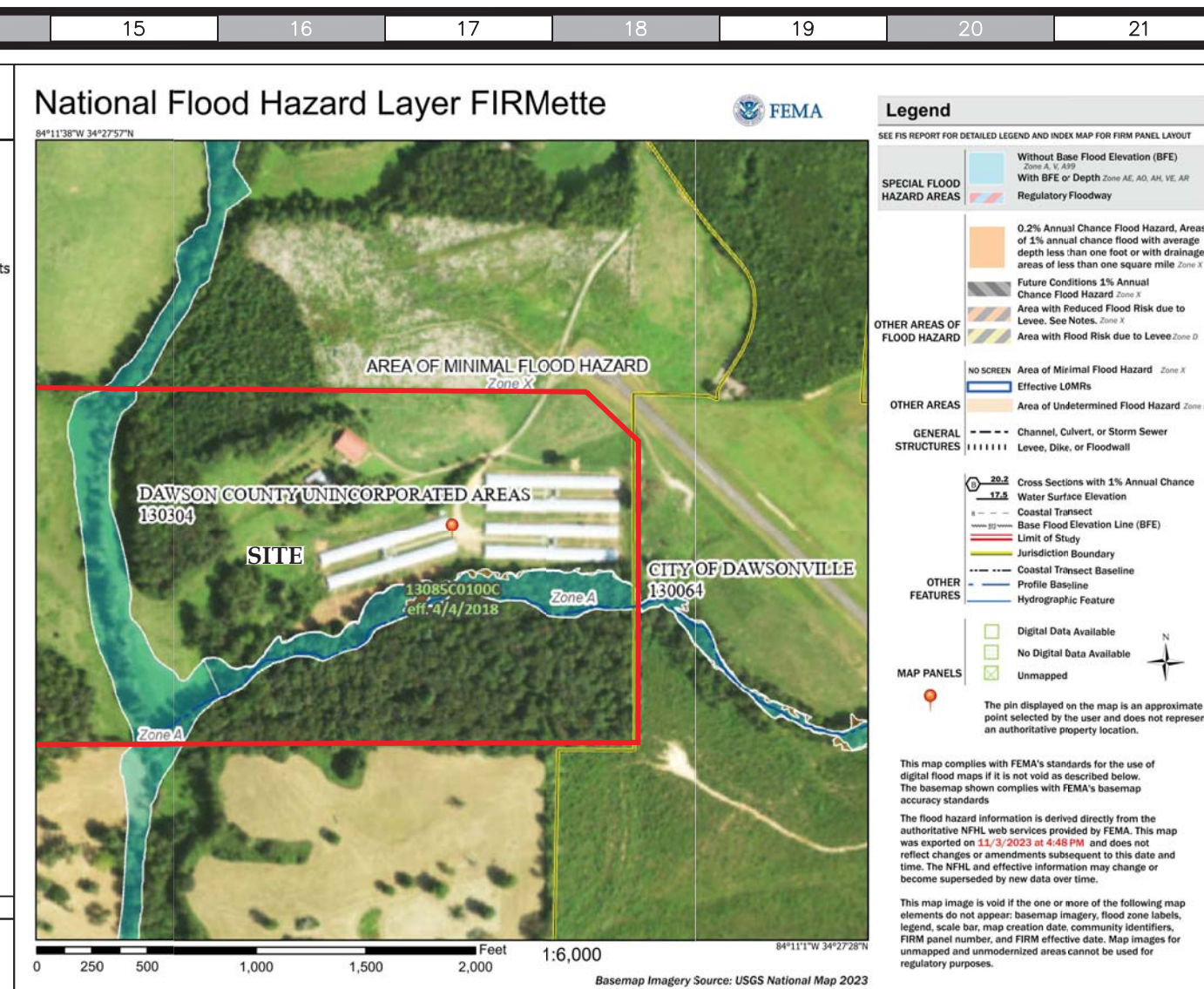
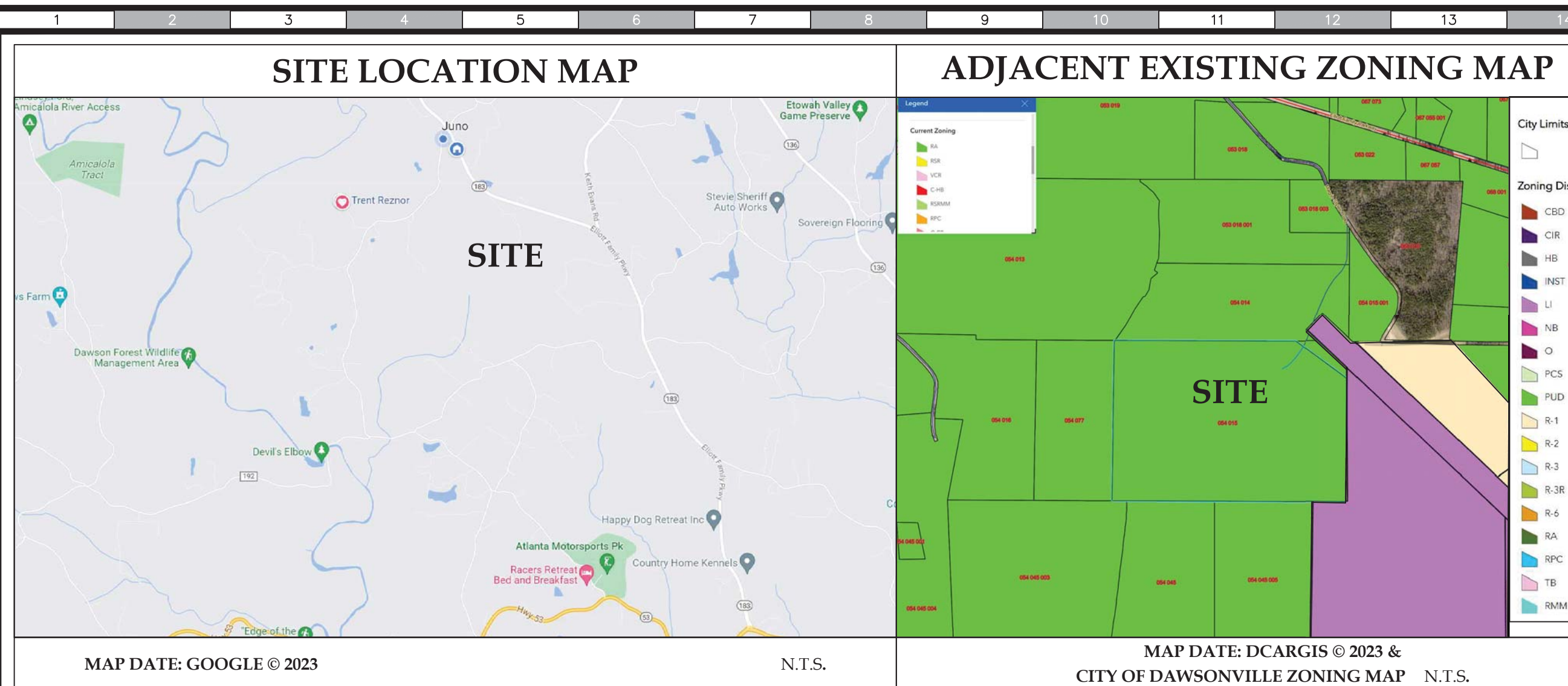
Thank you,
Bill

George W. "Bill" Ringle
Environmental Health Manager
Dawson County Environmental Health
189 Hwy 53 West
Suite 102
Dawsonville, GA 30534
phone [706-265-2930](tel:706-265-2930)
fax [706-265-7529](tel:706-265-7529)

**Elliott Fields
Parcel No. 054015**

CONSTRUCTION & DEVELOPMENT SCHEDULE

Entitlement Process:	October 2023 – December 2023
Engineering Design:	January 2024 – November 2024
Land Development Ph 1:	January 2025 – July 2025
Land Development Ph 2:	August 2025 – May 2026
Vertical Construction Ph 2:	February 2027 – November 2027



E N S I T E
CIVIL CONSULTING, LLC
4224 Sweetwater Juno Road
Dawsonville, GA 30534
Mobile: 770-597-8813
Contact: Corey Guthrie, PE
Email: Corey.Guthrie@ensiteconsulting.com

OWNER/DEVELOPER:
WILLIAM C. ELLIOTT

PO BOX 1948
DAWSONVILLE, GA 30534

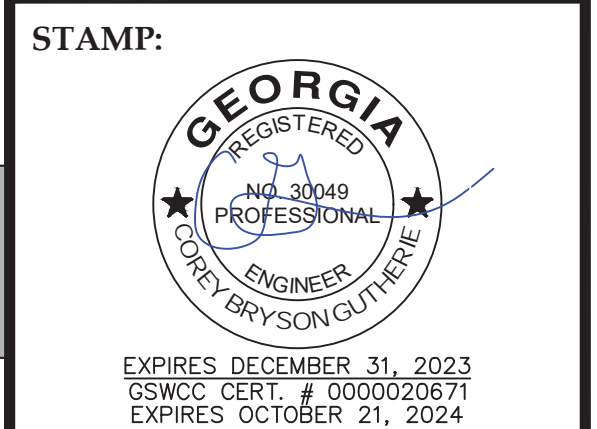
24-HOUR CONTACT:
TIM SATTERFIELD
706-525-0328

PROJECT:
**ELLIOTT FIELD
HANGARS**

LOCATED IN:
LAND LOTS 53 & 54
4th DISTRICT, 1st SECTION
DAWSON COUNTY, GEORGIA

SHEET TITLE:

CONCEPT PLAN



DRAWING DATE: 2023-11-06

SHEET REVISIONS

[illegible]

SHEET:
1 of 1



ZA23-08

Chief Construction Management, LLC
Planning Commission Meeting February 20, 2024
Board of Commission Hearing March 21, 2024

Applicant Proposal

The applicant seeks to zone the property from Residential Agriculture to Commercial Industrial Restricted to expand an existing airport facility with the construction individual storage areas for use as airplane hangars.

Applicant	Chief Construction Management, LLC
Amendment #	ZA 23-08
Request	Rezone property from R-A to C-IR
Proposed Use	Airplane hangars and storage for equipment.
Current Zoning	Residential Agriculture (R-A)
Character Area	Rural Living
Acreage	79.88 acres
Location	Marvin Styles Road
Commercial Square footage	54,000 square feet proposed
Road Classification	Public - County
Tax Parcel	054 015
Dawson Trail Segment	n/a
Commission District	1
DRI	No; however, the size of the parcel lends itself to more than the proposal.
Planning Commission Recommendation	Approval with the following stipulations: 1. Marvin Styles Road shall be brought up to County standards specified by Public Works 2. The zoning shall only allow the hangars that were submitted on the proposed site plan be developed.

Direction	Existing Zoning	Existing Use
North	R-A	Vacant Land
South	R-A	Vacant Pasture Land
East	City of Dawsonville	Airport
West	R-A	Vacant Pasture Land

According to the Comprehensive Plan and accompanying Character Area Map, The Rural Living character area seeks to preserve the pastoral landscape of the county, celebrating the natural landscape that remains both a scenic value to the community and a critical facet of supporting the environment and natural resources. This character area corresponds to lands near the forested greenbelt. This area includes rural residences, farms, and privately owned forested tracts. These areas are located outside of established sewer service areas. A five-acre lot size ensures that this area remains rural and has very low-density residential development to prevent the need to extend facilities and services to that area. Some sites may have access to central water.

Land Uses are limited to Residential homesteads, Places of worship, Agricultural uses, Forestry, Wildlife Management Areas, Passive Recreation, and County Parks.

Recommended Zoning Districts are Residential Agriculture, Rural Residential Estate, and Community Rural Business.

COUNTY AGENCY COMMENTS:

Planning and Development:

An analysis of existing development patterns provides an understanding of the use of land at a specific point in time. This 80-acre property is designated as Rural Living due to the surrounding land uses outside of the municipal city limits. The City Comprehensive Plan designated the property of the existing airport as **Airport**.

Per the applicant's letter of intent, the proposal is to expand support services (hangars). The application was submitted prior to adoption of the 2023 Character Areas, however there was not a change of the 2018 recommended low density rural residential land use. The growth of air service in Dawson County is consistent with economic prosperity objectives, supports local business, and potentially expands transportation options. The City of Dawsonville's Character Area and Existing land use maps are included in this report.

In the CIR district, light industries include administration, research, assembly, storage, warehousing, and shipping facilities. Development standards for light industrial uses include the minimum necessary to assure safe, functional, and environmentally sound development. Future development shall conform to requirements regarding landscaping, screening, and minimum distance from existing residential and agricultural land uses.

Additional conditions and requirements for buffers, open space, right of way, access, curb cuts, deceleration and acceleration lanes, traffic signals, water, sewer, etc., may be determined and required by the county upon review of a site development plan. The site development plan shall include landscaping as required by county code. All mechanical equipment and refuse areas shall be within an enclosed building or screened by a solid wall.

Public Works Department:

"Public Works cannot recommend using Marvin Styles Road as access to proposed C-IR without making significant improvements."

Emergency Services:

Comments concerning the requested rezoning of 729 Marvin Styles Rd (TMP# 054 015) from RA to C-IR to allow for the construction of several aircraft hangars and light industrial structures.

- 1) If approved, the proposed hangar and industrial buildings construction will require that min fire flows be provided on the property prior to such construction being permitted. The minimum flow required would be 1,500 gpm @ 20 psi residual for 2 hour, and the actual amount required would be determined in accordance with Dawson County Fire Ord 22-26(c).
- 2) Fire apparatus access road(s) shall be required in accordance with 2018 IFC Sect 503 and Appendix D as adopted by the State of GA.
- 3) Fire hydrants shall be required not more than 500 feet apart along fire apparatus access roads, and not more than 500 feet from the most remote portion of any of the buildings being constructed in accordance with Dawson County Fire Ord 22-25.
- 4) Any need for fire protection systems (fire sprinklers / fire alarms) shall be determined upon consideration of architectural plans for the buildings.

Environmental Health Department: No comments returned as of 1-9-2024

Etowah Water & Sewer Authority:

An existing water line is available to the proposed project that is designated for domestic use. There are no plans for expansion or improvements to the water lines at this time. No sanitary sewer at this site, septic only.

Photos of the Property:





Rural Residential – 130,680 square feet (3 Acre)

Similar to the Rural Agricultural area, the Rural Residential category seeks to preserve the pastoral landscape of the west of the county, limiting the need for public improvements and celebrating the natural landscape that remains both a scenic value to the community and a critical facet of supporting the environment and natural resources. This future land use category corresponds to lands west of the forest greenbelt which runs west of Dawsonville's proposed developed area. This area currently includes exurban and rural residences, farms, and forests. A three-acre lot size ensures that this area remains rural and very low density residential, so as to prevent the need to extend facilities and services to that area. It is desirable that conservation subdivision principles be followed in this area in order to encourage the set-asides of open space or retention of farm and forest lands.

<i>Land Uses</i>	<i>Zoning Districts</i>
<ul style="list-style-type: none"> • Rural Residential • Parks, Recreation and Conservation 	<ul style="list-style-type: none"> • Residential Agriculture

Strategies

- Have Committee study increasing minimum acreage requirements for rural zoning categories
- Develop Greenspace Master Plan
- Develop Bike/Pedestrian/Greenways Master Plan
- Adopt conservation subdivision regulations
- Adopt Best Management Practices (BMP) for stormwater run-off
- Update development regulations to address drainage and impervious surface requirements



8. Airport

Description

This refers to the existing airport on the city's western fringe. This is a private facility with select small-scale manufacturing and air service-related industries already on site. The potential exists for this site to harbor additional, similar uses capable of developing employment options for area residents.

To attain the city's vision and stay within the context desired by Dawson County, this development should be done with minimal impact on the neighboring properties and the prevailing rural character of the area. Business types should feature low-to-modest levels of employment and minimal demands for public services so that the location does not require significant improvements to infrastructure or utilities, thus supporting measures to preserve rural land uses outside the airport. Structures should be modest and preferably concealed from view outside the property.

Land Use Types

Small industrial facilities

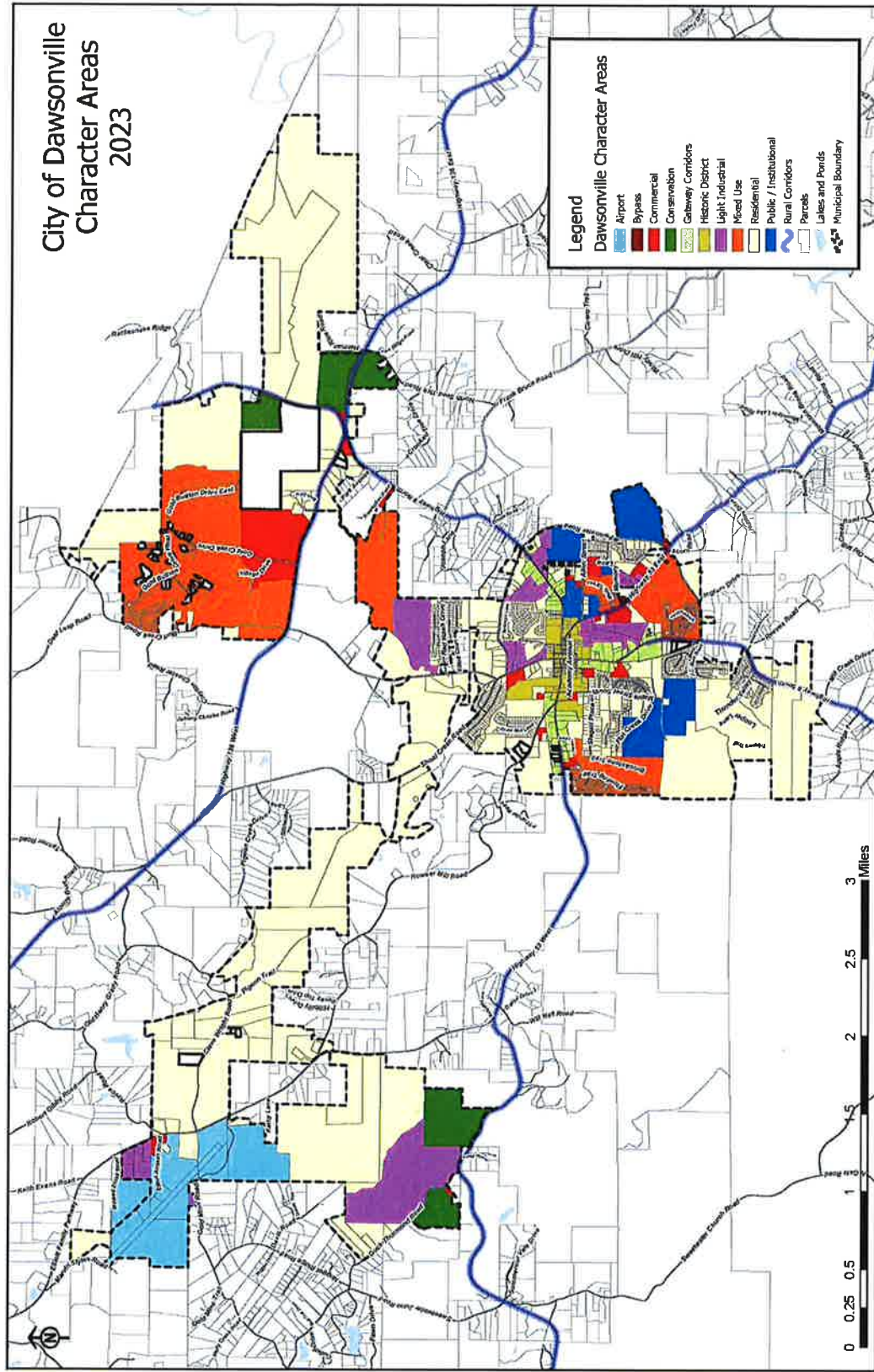
Warehouse facilities

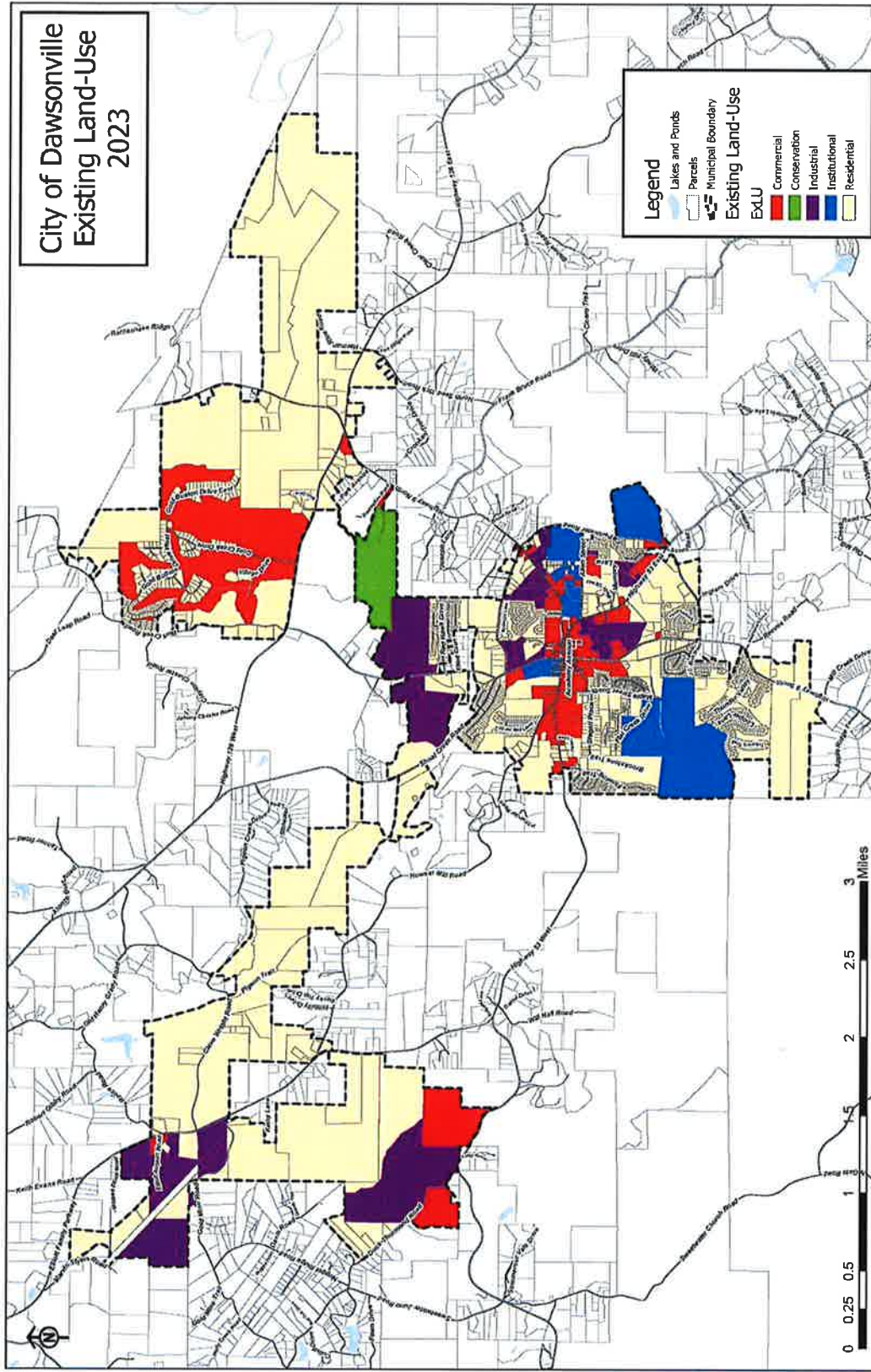
Implementation Strategies

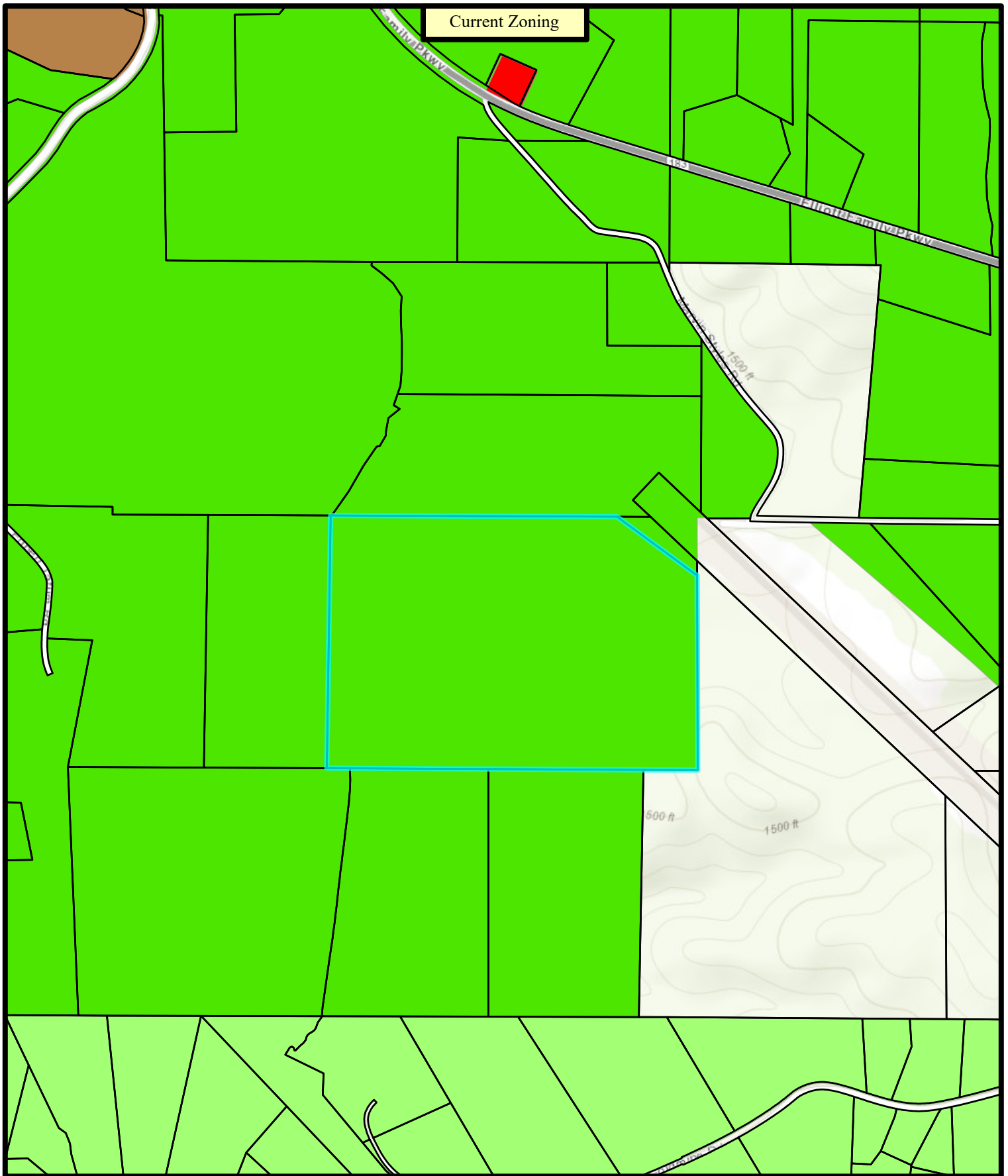
Maintenance of Comprehensive plan

Update of development regulations (as needed)









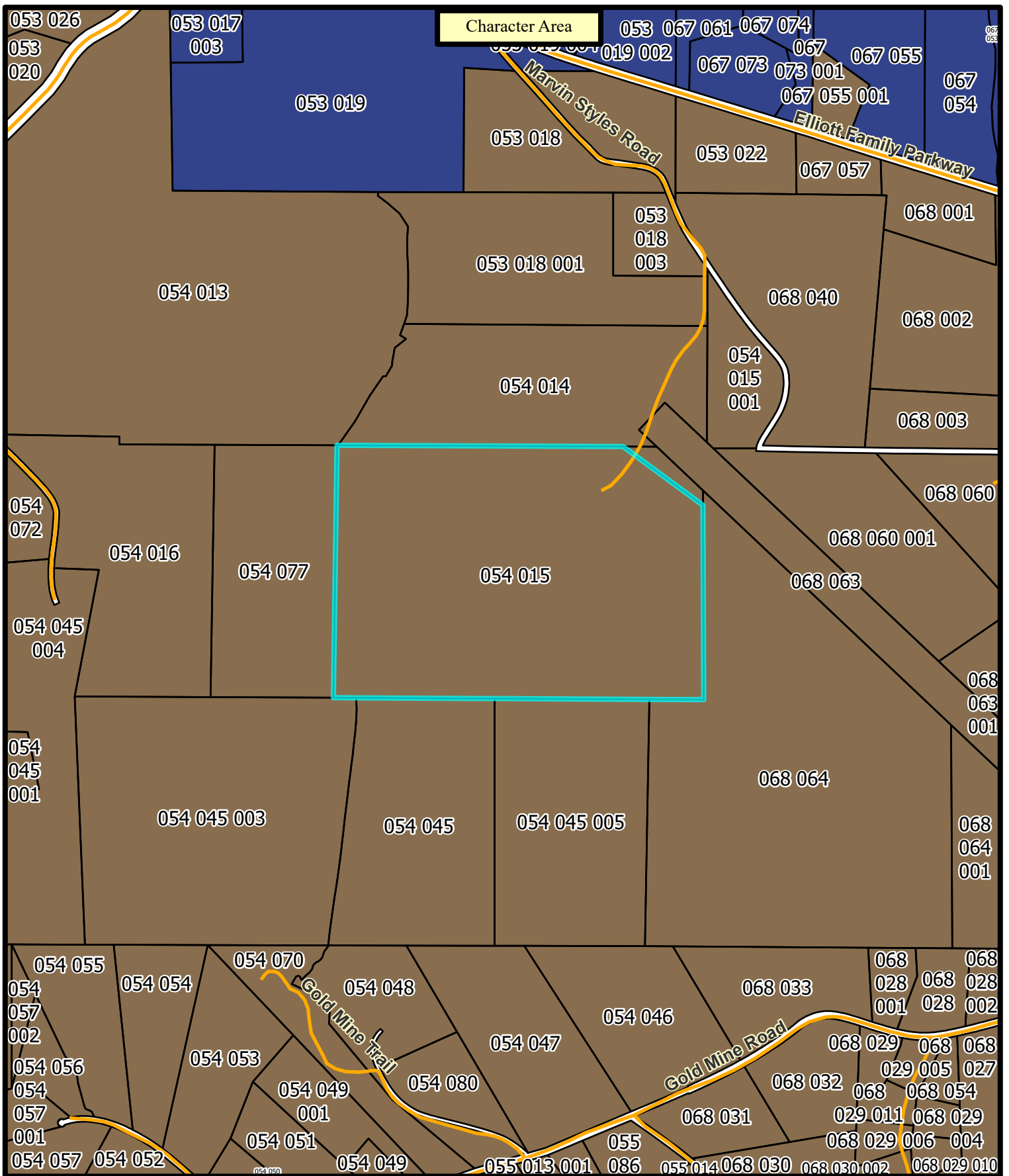
DAWSON COUNTY
DISCLAIMS ANY
RESPONSIBILITIES,
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DAMAGES FROM THE USE
OF THIS MAP. THIS MAP
IS ONLY FOR DISPLAY
PURPOSES.

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Scale: 1:9,818

Dawson County
Planning and Development

86

Parcel #: 054 - 015
Current Zoning: RA
FLU: RA (2018)
Application #: ZA 23-08



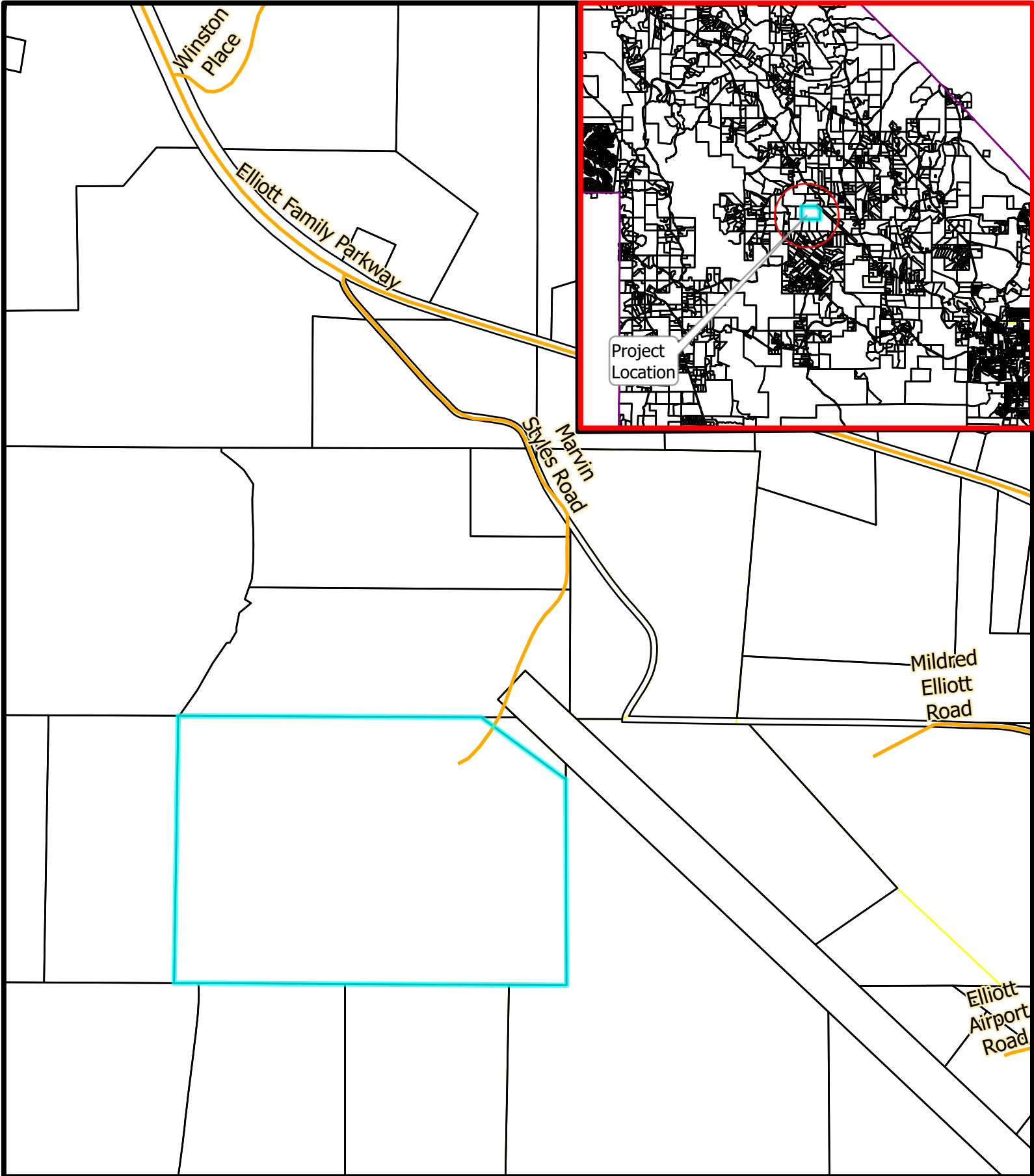
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Dawson County Planning
and Development

87

Staff Report

Parcel #: 054-015
Current Zoning: RA
FLU: RA
Application #: ZA 23-08
Character Area: Rural Living



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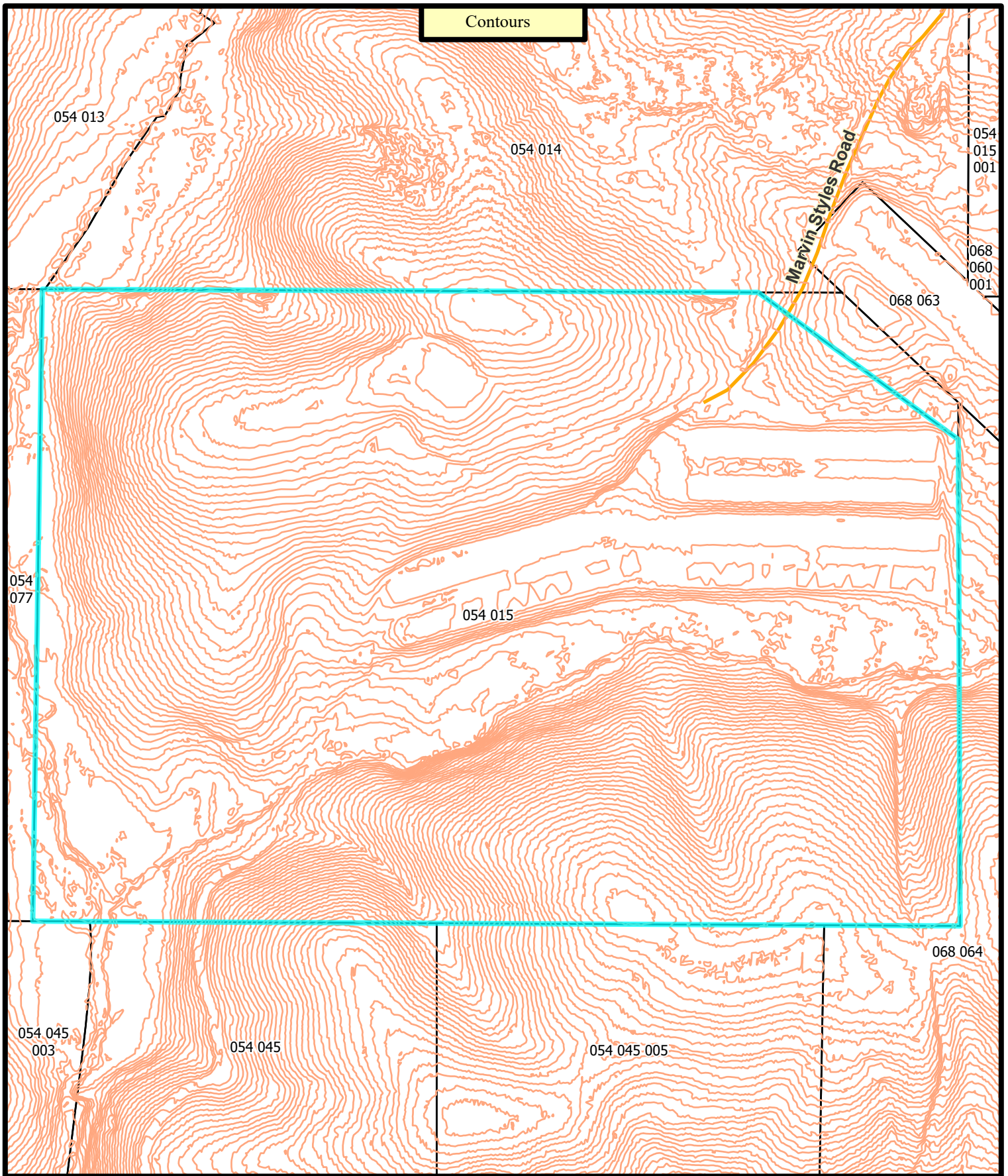


Dawson County Planning
and Development

Staff Report: Maps

88

Parcel #: 054-015
Current Zoning: RA
FLU: RA
Application #: ZA 23-08



Contours



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Dawson County
Planning and Development
89
Staff Report

Parcel #: 054-015
Current Zoning: RA
FLU: RA
Application #:ZA 23-08

THE PLANNING COMMISSION SHALL MAKE ITS RECOMMENDATION BASED ON THE FOLLOWING CRITERIA:

- (1) The existing uses and classification of nearby property;
- (2) The extent to which property values are diminished by the particular land use classification;
- (3) The extent to which the destruction of property values of the applicant promotes the health, safety, morals, or general welfare of the public;
- (4) The relative gain to the public, as compared to the hardship imposed upon the individual property owner;
- (5) The suitability of the subject property for the proposed land use classification;
- (6) The length of time the property has been vacant under the present classification, considered in the context of land development in the area in the vicinity of the property; and
- (7) The specific, unusual, or unique facts of each case, which give rise to special hardships, incurred by the applicant and/or surrounding property owners.

AGREEMENT TO PURCHASE REAL ESTATE

Dawson County P.I. #0120048
SR 136 at Shoal Creek Road
Parcel # 6
Tax Parcel ID # 081 004
Owners: Shoal Creek Supply, Inc.

DAWSON COUNTY, GEORGIA

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to Dawson County, a political subdivision of the State of Georgia (the "County"), an option to acquire the following described real estate:

Acquisition of Right of Way and easement rights through that tract or parcel of land located in G.M.D 1178, Dawson County, Georgia, and being more particularly described on "Exhibit A" attached hereto and made a part hereof by reference. To wit,

0.054 acres (2340.86 square feet) of Right of Way	\$1,620.00
Tract 1- .006 acres (247.27 square feet) of Temporary Construction Easement	
Tract 2- 0.016 acres (703.09 square feet) of Temporary Construction Easement	
Total Temporary Easement- 950.36 square feet	\$130.00
Site Improvements	\$500.00
Consequential Damages	\$18,150.00
Driveway Easement 1	
Driveway Easement 2	
TOTAL	\$20,400.00

For the sum of **\$20,400.00**, the undersigned agrees to execute and deliver to Dawson County Right of Way, Temporary Easement, and Driveway Easements to the lands owned by the undersigned as reflected on the attached "Exhibit A."

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) The consideration recited (\$20,400.00) is full payment for the rights conveyed.
- 2) All Temporary Easements will terminate upon completion and acceptance of the installations within the Property by Dawson County.

- 3) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 4) The property owner shall complete and return an IRS Form W-9, a copy of which is attached hereto marked "Exhibit B."

Witness my hand and seal this 25 day of January, 2024.

Exp 7/12/25

Signed this 25 day of January,
2024 in the presence of:

Max Grant
Witness

Lynda Crane
Notary Public

SHOAL CREEK SUPPLY, INC.

By: Randall Grant
Randall Grant, CEO

Attested: Bryan Grant
Bryan Grant, Secretary

[CORPORATE SEAL]

ACCEPTED:

DAWSON COUNTY, GEORGIA, by and
through its Board of Commissioners

Signed this ____ day of _____
202__ in the presence of:

Witness

Notary Public

By: _____
BILLY THURMOND, CHAIRMAN

ATTEST:

By: _____
Kristen Cloud, Dawson County Clerk

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EXHIBIT A
(Page 3 of 3)

[illegible]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Shoal Creek Supply, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
2450 Shoal Creek Road

City, state, and ZIP code
Dawsonville, GA 30534

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
Employer identification number									
5	8	-	1	4	0	8	3	0	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Randall Grant
Randall Grant, Officer

Date ▶ ~~12-25-24~~ **1-25-24**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Public Works**

Work Session: March 7, 2024

Prepared By: **Robert W. Drewry, Director of Public Works**

Voting Session: March 21, 2024

Presenter: **Robert W. Drewry**

Public Hearing: Yes _____ No X

Agenda Item Title: Request Board authorization to enter into Agreement to Purchase Real Estate to acquire Driveway Easements from Connor Thomas McGrew and Donna Louise McGrew, Tax Parcel Nos.: 081 001 and 081 003 (Project Parcels 7 & 8) for Dawson County P.I. # 0120048- Right of Way of Proposed SR 136 at Shoal Creek Road.

Background Information:

The Board of Commissioners approved a project for the construction of a roundabout on State Route 136 at Shoal Creek Road funded from SPLOST VI. Construction plans are substantially complete and staff is in the acquisition stage of the project. Staff is working with the County Attorney for parcel acquisition.

Current Information:

Parcels #7 and #8 are owned by Connor Thomas McGrew and Donna Louise McGrew. The project requires temporary driveway easements from both parcels. The temporary Easements will terminate upon completion of the project. The property owner has signed the Agreement to Purchase Real Estate for \$500 per parcel. Staff is asking for Board concurrence on the acquisition and authorize the Chairman to sign the Agreement.

Budget Information: Applicable: X Not Applicable: _____ Budgeted: Yes X No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
324	4220	541401			\$1000.00	

Recommendation/Motion:

Department Head Authorization: _____ RWD _____

Date: Feb. 27, 2024

Finance Dept. Authorization: Vickie Neikirk

Date: 2/27/24

County Manager Authorization: J. Leverette

Date: 2/28/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

AGREEMENT TO PURCHASE REAL ESTATE

Dawson County P.I. #0120048
SR 136 at Shoal Creek Road
Parcels # 7 and 8
Tax Parcel IDs # 081 001 and 081 003
Owners: Connor Thomas McGrew and Donna Louise McGrew.

DAWSON COUNTY, GEORGIA

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to Dawson County, a political subdivision of the State of Georgia (the "County"), an option to acquire the following described real estate:

Acquisition of Right of Way and easement rights through that tract or parcel of land located in G.M.D 1178, Dawson County, Georgia, and being more particularly described on "Exhibit A" attached hereto and made a part hereof by reference. To wit,

Parcel 7

Driveway Easement	\$500.00
-------------------	----------

Parcel 8

Driveway Easement	<u>\$500.00</u>
-------------------	-----------------

TOTAL	<u>\$1,000.00</u>
--------------	--------------------------

For the sum of \$1,000.00, the undersigned agrees to execute and deliver to Dawson County Driveway Easements to the lands owned by the undersigned as reflected on the attached "Exhibit A."

* * * * *

The following conditions are imposed upon the grant of this option:

- 1) The consideration recited (\$1,000.00) is full payment for the rights conveyed.
- 2) All Temporary Easements will terminate upon completion and acceptance of the installations within the Property by Dawson County.
- 3) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 4) The property owner shall complete and return an IRS Form W-9, a copy of which is attached hereto marked "Exhibit B."

Witness my hand and seal this _____ day of _____, 202____.

Signed this 15th day of February,
2024 in the presence of:

Karen Passaro
Witness

Leslie G. Trimmer
Notary Public



Connor Thomas McGrew (seal)
Connor Thomas McGrew

Signed this 15th day of February,
2024 in the presence of:

Karen Passaro
Witness

Leslie G. Trimmer
Notary Public



Donna Louise McGrew (seal)
Donna Louise McGrew

Signed, Sealed and Delivered on the _____ day of _____,
2023 in the presence of:

Witness

Notary Public

DAWSON COUNTY, GEORGIA, by and
through its Board of Commissioners

By: _____
BILLY THURMOND, CHAIRMAN

Attest: _____
Kristen Cloud, Dawson County Clerk

EXHIBIT A Page 1 of 3

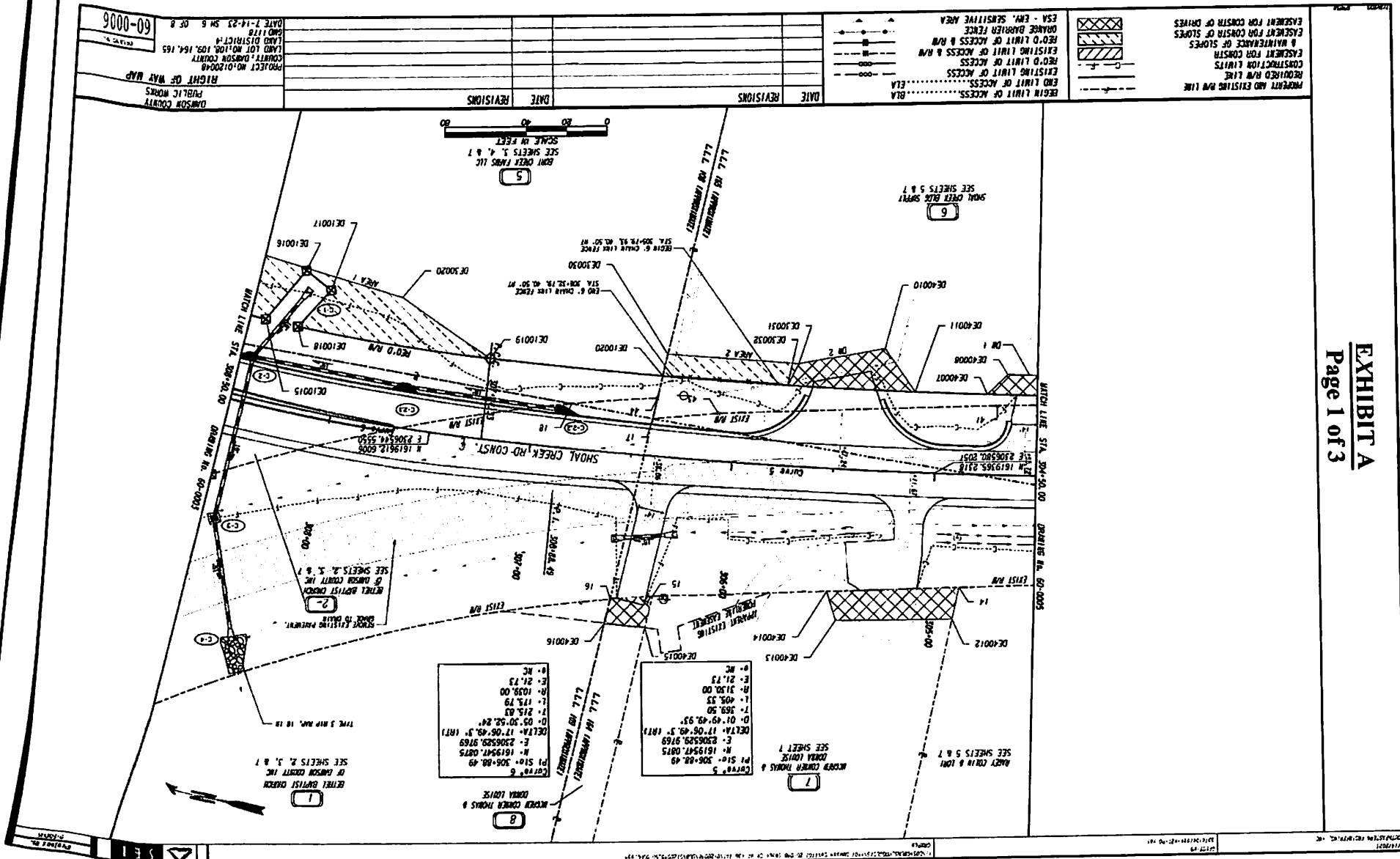


EXHIBIT A **Page 2 of 3**

EXHIBIT A
Page 2 of 3

1. The following is a list of the names of the persons who have been appointed as members of the Board of Directors of the Corporation, and the names of the persons who have been appointed as officers of the Corporation, and the names of the persons who have been appointed as members of the Board of Directors of the Corporation, and the names of the persons who have been appointed as officers of the Corporation, and the names of the persons who have been appointed as members of the Board of Directors of the Corporation, and the names of the persons who have been appointed as officers of the Corporation, and the names of the persons who have been appointed as members of the Board of Directors of the Corporation, and the names of the persons who have been appointed as officers of the Corporation, and the names of the persons who have been appointed as members of the Board of Directors of the Corporation, and the names of the persons who have been appointed as officers of the Corporation, 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EXHIBIT A

Page 3 of 3

PARCEL 7 MCGREW CONNER THOMAS & DONNA LOUISE *****
REQ'D DRWY. EASM'T. DE118

PNT	*****	OFFSET/	*****	STATION/	*****	ALIGNMENT	*****
14	-----	56.03	L	-----	304+86.31	-----	Shoal Creek Road
DE40012		72.00	L		304+89.17		Shoal Creek Road
DE40013		75.00	L		305+45.00		Shoal Creek Road
DE40014		60.85	L		305+50.00		Shoal Creek Road
14		56.03	L		304+86.31		Shoal Creek Road

SEE SHEET 6

PARCEL 8 MCGREW CONNER THOMAS & DONNA LOUISE
REQ'D DRWY. EASM'T. DE119

PNT	*****	OFFSET/	*****	STATION/	*****	ALIGNMENT	*****
15	-----	69.19	L	-----	306+33.45	-----	Shoal Creek Road
DE40015		85.00	L		306+35.81		Shoal Creek Road
DE40016		85.00	L		306+55.53		Shoal Creek Road
16		72.40	L		306+53.73		Shoal Creek Road
15		69.19	L		306+33.45		Shoal Creek Road



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Tax Assessor's Office

Work Session: 03/07/2024

Prepared By: Melissa Hawk

Voting Session: 03/21/2024

Presenter: Elaine Garrett/Melissa Hawk

Public Hearing: Yes ☒ No ☐

Agenda Item Title: Amendment to the LMC / Tax Assessor Agricultural/Rural Property Appraisal Agreement

Background Information:

On December 15, 2022, the BOC approved a contract to perform Agricultural and Rural Property appraisals, to include permit review, mapping, platting, cataloging and indexing these properties, in the amount of \$122,500 annually. An additional \$46,054 was approved if permitting rose above 1,520 permits annually.

Current Information:

The Tax Assessor and LMC are now asking to amend the scope of work to include commercial and industrial revaluation services, which will include developing cost schedules for commercial/industrial improvements; field reviews of all real taxable parcels in this category; develop commercial/industrial land schedules to property develop land according to GA APM; data entry of characteristics into the county CAMA system and review sales for other ancillary value items. The cost shall not exceed the original contract annual maximum of \$168,554 for this additional work or additional permitting over the 1,520 annual allotment.

Budget Information: Applicable: ☒ Not Applicable: ☐ Budgeted: Yes ☒ No ☐

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
100	1550	521200	\$182,573.00	\$0.40	\$46,054.00	\$0.40

Recommendation/Motion: Staff respectfully requests the board to approve the amended scope to the Agricultural/Rural Property Appraisal Agreement to include all scope for commercial and industrial revaluation services; for a total contract amount not to exceed \$168,554 AND to determine the funds to be used for the amended services.

Department Head Authorization: Elaine Garrett

Date: 02/23/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 2/28/24

County Manager Authorization: J. Leverette

Date: 2/28/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Parks & Recreation

Work Session: 03/07/2024

Prepared By: Melissa Hawk

Voting Session: 03/21/2024

Presenter: Matt Payne/Melissa Hawk

Public Hearing: Yes ☒ No ☐

Agenda Item Title: RFP #431-23 - Dawson County Outdoor LED Lighting Conversion Project

Background Information:

The BOC approved \$702,714 in Impact Fees for a Rock Creek Park baseball field to be resurfaced as an ADA multi-use field. There is a \$259,245.84 budget balance after this project's completion. As the county continues to retrofit standard lighting fixtures to LED lighting fixtures, an RFP was released for an outdoor LED lighting conversion project for baseball fields Nos. 9, 10, 11 and 12.

Current Information:

The RFP opened on February 9, 2024, receiving 5 proposals. After a thorough review of the technical responses, Musco Lighting received the highest score of 65. Its price proposal was only \$385.04 higher than the lowest price, coming in at \$200,000.

Budget Information: Applicable: ☒ Not Applicable: ☐ Budgeted: Yes ☒ No ☐

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
785	6120	541200-P65	\$702,714.00	\$259,245.84	\$200,000.00	\$59,245.084

Recommendation/Motion: Staff respectfully requests the board accept bids received, approve a contract to Musco Lighting for the RFP #431-23 and to utilize Impact Fee funds for the project.

Department Head Authorization: Matt Payne

Date: 02/23/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 02/26/24

County Manager Authorization: J. Leverette _____

Date: 2/27/24

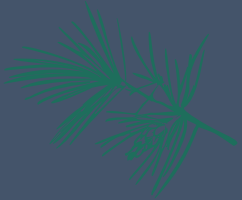
County Attorney Authorization: _____

Date: _____

Comments/Attachments:

Presentation

RFP #431-23 DAWSON COUNTY OUTDOOR LED LIGHTING CONVERSION PROJECT



MARCH 7, 2024





Background and Overview

- ❖ Impact Fees Funds were approved for a baseball field to be resurfaced as a ADA multi-use field. This project was completed with a remaining balance of over \$259,000.00.
- ❖ Parks and Recreation would like to convert the sports standard lighting to LED lighting on baseball fields 9, 10, 11 and 12.

Procurement Approach and Procedure



Bid According to Policy

- ✓ Advertised in Legal Organ
- ✓ Posted on County Website through Vendor Registry
- ✓ Posted on Georgia Procurement Registry
- ✓ Notification through County's Facebook and Twitter accounts
- ✓ Notification through Dawson County Chamber of Commerce
- ✓ Received 5 proposals



Technical Proposals Evaluation Committee

- ❖ Parks/Recreation Director Matt Payne
- ❖ Public Works Director Robert Drewry
- ❖ Special Projects Coordinator Chris Turner

Scope of Work Overview

❖ Contractor to install:

- 72 LED sports lights – 800W (18 per field)
- 4 pathway lights in between fields
- 4 lighting controls (1 per field)
- A wireless control system
- 4 twist lock lighting controllers (1 per field)

❖ Contractor to provide all labor

❖ Contractor to provide a lift and dumpster for the project



Offers Received

Tasks	Bell Electric	Energy Harness	Inergy Solutions	Musco Lighting	PSG Energy
LED Sports Light - 800W-18 Ea/Field - Total 72	\$257,485.39	\$186,480.00	\$114,840.00	\$172,800.00	\$162,000.00
Pathway Lighting - Total 4	\$2,903.60	\$2,828.00	\$796.00	\$6,000.00	\$1,400.00
Lighting Control - 1 Ea/Field - Total 4	\$1,537.20	\$1,221.18	\$14,328.00	\$0.00	\$16,000.00
Wireless Control System	\$3,642.90	\$2,940.73	\$4,899.00	\$9,000.00	\$16,000.00
Twist Lock Lighting Controller	\$244.00	\$168.00	\$100.00	\$0.00	\$20,000.00
Labor to Complete All Work	\$44,397.00	\$32,268.00	\$55,001.96	\$9,600.00	\$40,337.00
Lift Rental	\$0.00	\$9,800.00	\$9,000.00	\$2,200.00	\$5,000.00
Dumpster Rental	\$365.00	\$1,365.00	\$650.00	\$400.00	\$2,000.00
Total	\$310,575.09	\$237,070.91	\$199,614.96	\$200,000.00	\$262,737.00

Scoring Summary

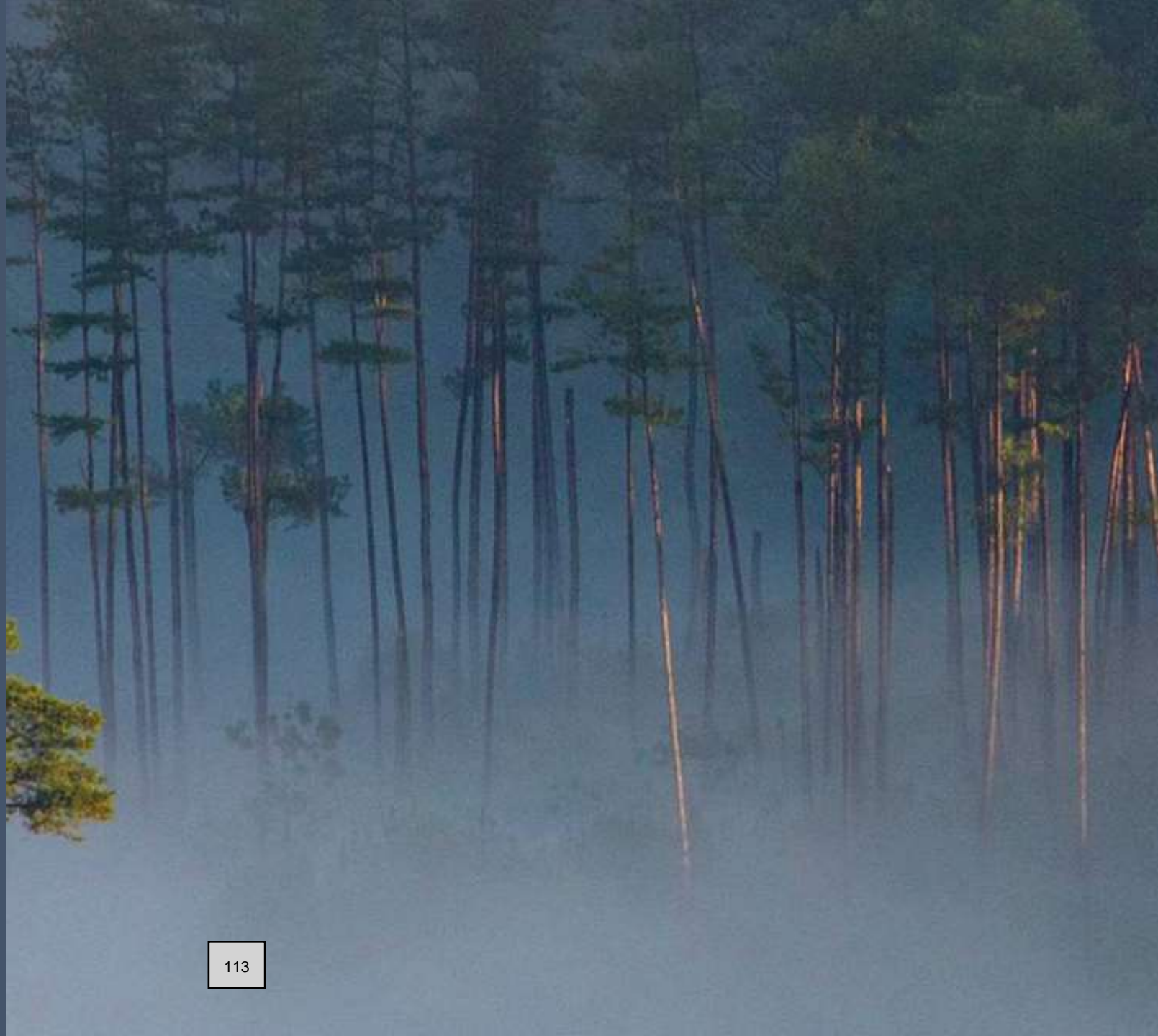
COMPANY	COMPANY BACKGROUND AND STRUCTURE	EXPERIENCE & QUALIFICATIONS OF DEDICATED STAFF	PROJECT UNDERSTANDING/ APPROACH TO SCOPE OF WORK	REFERENCES	MANAGEMENT PLAN	TECHNICAL SCORE	Cost/ FINANCIAL	Total SCORE
Bell Electric	20	37	46	16	16	45	16	61
Energy Harness	25	53	53	25	24	60	22	82
Inergy Solutions	24	46	58	26	25	60	25	85
Musco Lighting	27	57	62	26	24	65	25	90
PSG Energy	25	57	58	24	22	62	20	82

Scores are rounded to nearest whole number



Staff Recommendation

Staff respectfully requests the Board to accept proposals received, award a contract to Musco Lighting in the amount of \$200,000.00, with \$20,000.00 County-controlled Contingency; utilizing Impact Fee Funds.





DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: Administration

Work Session: 03/07/2024

Prepared By: Melissa Hawk

Voting Session: 03/21/2024

Presenter: Joey Leverette/Melissa Hawk

Public Hearing: No xx

Agenda Item Title: Project Management Services Contract Approval for E911-EOC Construction Project

Background Information:

The SPLOST VII resolution includes the design/construction of a new E911/EOC facility. The BOC approved a contract with Jericho Design on December 16, 2022, to create the drawings and specifications for this building. The civil plans were submitted to the county's planning department on February 22, 2024, for permitting. The full construction documents are scheduled to be complete the first of March, with an RFP for construction services being released the same month.

Current Information:

The county is in need of a professional and certified company to oversee the construction at a deeper level than that of the design engineers. The county manager spoke with several colleagues about companies with this level of expertise. The county manager, Public Works and Purchasing met with Jeff Prine, CEO/president of Ascension Program Management, LLC. A scope of services and price was agreed upon to oversee the E911/EOC construction project for a cost of not to exceed \$64,800, for a period of 16 months of services. We would like to professionally exempt APM, due to the level of experience, licenses and certifications held by this company and the amount being less than that of a Public Works contract.

Budget Information: Applicable: x Not Applicable: _____ Budgeted: Yes x No _____

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining
325	3800	541300-P02			\$64,800.00	

Recommendation/Motion: Staff respectfully requests the board approve contracting for these services and to utilize SPLOST VII funds for the project.

Department Head Authorization: Joey Leverette

Date: 02/22/2024

Finance Dept. Authorization: Vickie Neikirk

Date: 2/26/24

County Manager Authorization: Joey Leverette

Date: 2/27/24

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT

This Agreement is made and entered into this ____ day of _____ by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner" or "County"), and Ascension Program Management (hereinafter referred to as the "Consultant") under seal for all professional services called for in Exhibit "A"; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant.

Dawson County desires to retain Consultant to provide certain services to act as the project manager for the construction of the E911/Emergency Communications Center. The County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement. The Consultant has represented that it is qualified by training and experience to perform the Work. The Consultant desires to perform the Work under the terms and conditions set forth in this Agreement. The public interest will be served by this Agreement.

In consideration of the mutual promises, the public purposes, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Consultant, consists of the Contract Documents, Amendments, Attachment "A", and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, all Change Orders, as agreed upon in writing by both parties, and Attachment "A", issued hereafter, the consultant confidentiality and disclosure agreement, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract constitutes the entire and exclusive agreement between the Owner and the Consultant with reference to the Exhibit "A" Scope of Work. Specifically, but without limitation, this Contract supersede all prior written or oral communications, representations and negotiations, if any, between the Owner and Consultant. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Consultant.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Consultant for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Consultant shall have the right to keep one record set of the Contract Documents upon completion of the work; provided, however, that in no event shall Consultant use, or permit to be used, any or all of such Contract Documents on other work without the Owner's prior written authorization.

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

COVENANTS OF CONSULTANT

2.1 Expertise of Consultant

2.1.1 Consultant accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

2.1.2 Consultant will supply competent qualified people to perform the services outlined in this agreement. The Consultant will be responsible for reviewing property while providing their own transportation with no liability to the county. During the term hereof, the Consultant shall devote its best efforts and such time and attention to its duties hereunder as is necessary and proper to provide satisfactory Services to the Owner pursuant to this Agreement. The Consultant does not provide any warranty or guarantee any values. Penalties imposed by the State of Georgia for failure to comply with any laws, statutes, consent orders, or mandates are not guaranteed under this contract, and if assessed, are the sole responsibility of the Owner.

2.2 Budgetary Limitations

2.2.1 Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Consultant's profession and industry, Consultant will give written notice immediately to the County.

2.3 County's Reliance on the Work

2.3.1 The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining

whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

2.4 Consultant's Reliance on Submissions by the County

2.4.1 Consultant must have timely information and input from the County in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by the County, but Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

2.5 Consultant's Representative

2.5.1 **Thomas J. Prine** shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

2.6 Assignment of Agreement

2.6.1 The Consultant covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

2.7 Conflict of Interest

2.7.1 Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Dawson County Code of Ethics. Consultant represents and warrants that there are no circumstances which create any conflict of interest by Consultant's performance hereunder.

ARTICLE III

THE WORK

3.1 Scope of Work

3.1.1 The Consultant shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Consultants proposal document and in accordance with the with the terms of this agreement.

3.1.2 The term "Work" shall mean whatever is done by or required of the Consultant to perform and complete its duties under this Contract, including the following: assist in the non-scored review of construction contractor's proposal submissions, attend the pre-construction conference, work with the County to perform construction administration, construction management, project close out activities and services. The Consultant shall furnish of any required insurance; provision of required and documentation; provision or furnishing of labor, supervision, services, materials, supplies. The County shall provide office space and access to printers and copiers as required of the Consultant as required to perform services in this Contract while working on the County project. The work to be performed by the Consultant is detailed in Exhibit "A", attached hereto and incorporated herein by reference; however, the terms herein shall control over any conflicting terms that may be included in Exhibit "A".

4.1 Independent Contractor

4.1.1 Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of the Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by the Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

ARTICLE IV

CONTRACT TIME

4.1 Time

4.1.1 The Consultant shall complete the work as specified in the Scope of Work within Exhibit "A" and Exhibit "B". The contract period shall be eighteen (18) months from the date listed on the notice to proceed letter. Any variation of time shall be agreed upon in a mutually signed change order.

4.2 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract. Consultant warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay the Consultant a fee calculated in accord with Exhibit "B", the amount not to exceed Sixty-Five Thousand Eight Hundred Eighty-Eight (\$65,880.00) dollars. The Consultant and Owner shall periodically review project progress and schedules to ensure timely completion of work.

5.2.1 The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within Exhibit "A". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Consultant before any such billing rate adjustments shall be implemented.

ARTICLE VI

PERSONNEL OF THE CONSULTANT

6.1 Personnel

6.1.1 The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant's Project Manager shall be Thomas J. Prine, and the

Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the Owner.

6.1.2 The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the Owner, if the Owner reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

6.2 Personnel, Sub-Consultants and Suppliers

6.2.1 ***Terms of Subcontracts.*** All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the Owner against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the Owner and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

6.2.2 The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers. At the term of this Contract, the Consultant shall submit Exhibit "C" to the Purchasing Manager.

6.3 Notice of Personnel Changes

6.3.1 The Consultant's key personnel identified within this Agreement shall not be changed or be substituted without the prior written approval of the Owner.

ARTICLE VII

PAYMENT TO THE CONSULTANT

7.1 Payment

7.1.1 The Owner shall pay to the Consultant in accordance with Exhibit "B" and on a mutually agreeable invoicing schedule for work completed. Invoices shall be paid per Owner policies and procedures, which is typically thirty (30) calendar days from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the Owner shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

7.1.2 The Consultant warrants that upon submittal of an Invoice, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Consultant or any other person or entity whatsoever. The Consultant shall promptly pay each Sub-Consultant out of the amount paid to the Consultant on account of such Sub-Consultant's work, the amount to which such Sub-Consultant is entitled. In the event the Owner becomes informed that the Consultant has not paid a Sub-Consultant as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Consultant of amounts otherwise due hereunder naming the Consultant and such Sub-Consultant as joint payees.

7.1.3 No progress payment by the Owner shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

7.2 Withheld Payment

7.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Consultant to protect the Owner from loss because of:

- a) Claims of third parties against the Owner;
- b) Failure by the Consultant to pay Sub-Consultants or others in a prompt and proper fashion;
- c) Persistent failure to carry out the work in accordance with the Contract; or
- d) Damage to the Owner or a third party to whom the Owner is, or may be, liable

7.3 Completion and Final Payment

7.3.1 When all of the work is complete, Consultant shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Consultant will promptly issue a final Invoice for Payment certifying to the Owner that the Project is complete and the Consultant is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Consultant will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

7.3.2 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Consultant except for those claims previously made in writing against the Owner by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment, as attested to in Exhibit "C".

ARTICLE VIII

THE OWNER

8.1 Information, Services and Things Required from Owner

8.1.1 The Owner shall furnish to the Consultant, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any. All documents' ownership shall remain to the Owner.

8.1.2 The Owner will supply office space and reasonable storage and workspace to complete the work required.

8.2 Right to Stop Work

8.2.1 If the Consultant fails or refuses to perform the work in accordance with this Contract, the Owner may order the Consultant to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Consultant shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Consultant in accordance with the contract documents.

8.3 Owner's Right to Perform Work

8.3.1 If the Consultant's work is stopped by the Owner under Paragraph 8.2 and the Consultant fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Consultant, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Consultant shall pay the difference to the Owner.

8.4 Suspension and Termination

8.4.1 If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

8.4.2 If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

8.5 Right of Entry

8.5.1 The County shall provide for right of entry for Consultant and all necessary equipment in order for Consultant to complete the Work.

8.6 No Personal Liability

8.6.1 Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Consultant or the County, respectively, and not against any employee, officer, director, or elected or appointed official.

ARTICLE IX

THE CONSULTANT

9.1 The Consultant shall perform the work strictly in accordance with this Contract.

9.2 The Consultant shall supervise and direct the work using the Consultant's best skill, effort and attention. The Consultant shall be responsible to the Owner for any and all acts or omissions of the Consultant, its employees, Sub-Consultants, and others engaged in the work on behalf of the Consultant.

9.3 Warranty

9.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality, and that the work will be of good quality and in strict conformance with this Contract. All work not conforming to these requirements

may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9.4 The Consultant shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work. Penalties imposed by the State of Georgia for failure to comply with any laws, statutes, consent orders, or mandates are not guaranteed under this contract, and if assessed, are the sole responsibility of the Owner.

9.5 Indemnity

9.5.1 The Consultant hereby agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees to the fullest extent permitted by law from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including attorneys' fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Consultant, the Consultant's employees, servants, agents or subcontractors. in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Consultant of any material provision of this Agreement. Likewise, to the extent permitted by law, the County shall indemnify and hold harmless the Consultant and its officers, directors, employees against claims, suits and actions that arise from, out of, or are caused by intentional negligent act or employees in connection with performance or compliance with the duties required under the Contract.

9.5.1.2 The Consultant shall initiate a Notice of Claim or dispute against the Owner arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice submitted to the Owner. Such written notice shall be received by the Owner no later than seven (7) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto. In claims against any person or entity indemnified under this Paragraph 9.5 by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.5 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE X

CONTRACT ADMINISTRATION

10.1 Administration

10.1.1 Dawson County shall assign an Owner representative from the effective date of this Contract until final payment has been made for work site operations. **Joey Leverette, County Manager** or the current County Manager shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section XI below. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager and County Purchasing Manager. Acceptance of the change order will be reflected on the project purchase order and result in a Contract Amendment issued by the Purchasing Manager. If any Change Order/Contract Amendment results in the expenditure of funds not

currently budgeted, the Change Order/Contract Amendment must be approved by the Dawson County Board of Commissioners.

10.1.2 The Owner and the Consultant shall communicate with each other in the first instance through the Project Manager for all work.

10.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the specifications and the judge of the performance by the Consultant.

10.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

10.1.5 The Owner's Representative will review the Consultant's Invoices and will certify those amounts then due the Consultant as provided in this Contract.

10.2 Claims by the Consultant

10.2.1 All Consultant claims shall be initiated by written notice and claim to the Owner at the attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

10.2.2 Pending final resolution of any claim of the Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant in accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Consultant.

10.2.3 *Claims for Additional Time*

10.2.3.1 If the Consultant is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Consultant's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Consultant to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Consultant shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Consultant's basis for requiring additional time in which to complete the Project.

10.2.4 *Excusable Delays*

10.2.4.1 The right of the Consultant to proceed shall not be terminated for any delays in the completion of the work due: (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (b) To any acts of the Owner; (c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, acts of another Consultant in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and (d). To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Consultant promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

ARTICLE XI

CHANGES IN THE WORK

11.1 Changes Permitted

11.1.1 ***County's Right to Order Changes.*** The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Consultant executed by the Owner issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record. All Change Orders are to be processed through the County Purchasing Manager to the County Manager as a Contract Amendment.

11.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Consultant shall proceed promptly with such changes.

11.2 Change Order Defined

11.2.1 Change Order shall mean a written order to the Consultant executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3 Changes in the Contract Price

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Consultant as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Consultant's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Consultant, then as provided in Subparagraph 11.3.2 below. Acceptance of the change order will be reflected on the project purchase order and Contract Amendment issued by the Purchasing Manager.

11.3.2 If no mutual agreement occurs between the Owner and the Consultant as contemplated in Subparagraph 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Consultant shall present, in such form and with such content as the Owner requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Contract Amendment.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Consultant

12.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Consultant or any person or entity working directly or indirectly for the Consultant, the Consultant may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Consultant for all work executed.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Consultant for a period of thirty (30) days after receiving written notice from the Consultant of its intent to terminate hereunder, then the Consultant may terminate performance under this Contract by written notice to the Owner. In such event, the Consultant shall be entitled to recover from the Owner as though the Owner had terminated the Consultant's performance under this Contract for convenience pursuant to Subparagraph 12.2.1.

12.1.3 The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

12.2 Termination by the Owner

12.2.1 *for Convenience*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Consultant for convenience. The Owner shall give written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

12.2.1.2 The Consultant shall incur no further obligations in connection with the work and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Consultant to assign the Consultant's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Consultant shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has.

12.2.1.4 The Consultant shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Consultant an amount derived in accordance with subparagraph (b) below.

- (a) The Owner and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(b) Absent agreement of the amount due to the Consultant, the Owner shall pay the Consultant the following amounts:

- i. Contract prices for labor, materials, equipment and other services accepted under this Contract;
- ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Consultant would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Consultant under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.3.2 *for Cause*

12.3.2.1 If the Consultant persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Consultants or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

12.3.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, then the Consultant shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.3.2.3 In the event the employment of the Consultant is terminated by the Owner for cause pursuant to subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Consultant's Insurance Requirements

13.1.1 The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability in an amount equal to One Million (\$1,000,000.00) Dollars combined

single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom; Comprehensive Automobile Insurance (owned, non-owned, hired) in an amount equal to Five Hundred Thousand (\$500,000) Dollars combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom; Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.

13.1.2 The Consultant shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of Insurance, as allowed by Georgia law, as required by Paragraphs 13.1.1, 13.1.4 and 13.1.5.

13.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

13.1.4 The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

13.1.5 The Consultant shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Consultant and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Consultant under this Contract.

13.1.6 Any deductibles or self-insured retentions must be declared to and approved by the County in writing.

13.1.7 The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

(ii) Policies shall have concurrent starting and ending dates.

13.1.8 Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insureds.

13.1.9 Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

13.1.10 The County shall be named as an additional insureds and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law and Venue

14.1.1 The parties agree that this Agreement shall be construed with and is to be governed by the law of the State of Georgia and venue for any dispute shall be the Superior Court of Dawson County, Georgia

14.2 Successors and Assigns

14.2.1 The Owner and Consultant bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Consultant shall not assign this Contract without written consent of the Owner.

14.3 Captions and Severability

14.3.1 The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the parties agree that each of the provisions included in this Agreement are separate,

distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

14.4 Merger

14.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

14.5 Confidential Information

14.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided. The Consultant will abide by the Consultant Confidentiality and Disclosure Agreement.

14.5.2 All documents and materials prepared pursuant to this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

14.5.3 Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

14.5.4 Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

14.6 Litigation and Arbitration

14.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

14.7 Condition Precedent – Litigation

14.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

14.8 Term of Agreement

14.8.1 This Agreement shall commence on the date executed and shall terminate upon acceptance by the County of the work described herein.

14.9 Multi-year Contract

14.9.1 This Contract and Agreement shall not be eligible for multi-year terms and shall terminate absolutely and without further obligation on the part of the Owner at the close of the work described herein.

14.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

14.10 Employment of Unauthorized Aliens Prohibited: E-Verify Affidavit

14.10.1 It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) the Consultant shall provide evidence on County-provided forms, attached hereto as Exhibits Band C (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed, or

(2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

14.10.2 The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit B, and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

14.10.3 In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit C, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

14.10.4 Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

14.10.5 Consultant agrees that the employee-number category designated below is applicable to the Consultant.

- ☐ 500 or more employees.
- ☐ 100 or more employees.
- ☒ Fewer than 100 employees.

14.10.6 Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

14.10.7 The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

14.11 Records, Reports and Audits

14.11.1 Records:

(a) Records shall be established and maintained by the Consultant in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

14.11.2 Reports and Information:

(a) Upon request, the Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

14.11.3 Audits and Inspections:

(a) At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

14.12 Licenses, Certifications and Permits

14.12.1 The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

14.13 Authority to Contract

14.13.1 The Consultant covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

14.14 Ownership of Work

14.14.1 All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies

of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

14.15 Nondiscrimination

14.15.1 In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

14.16 Business License

14.16.1 Consultant must provide a current business license prior to commencement of the services to be provided hereunder. If a current business license is not available, Consultant shall apply to the County for a business license, pay the applicable business license fee, maintain said business license during the term of this Agreement.

14.17 Waiver of Agreement

14.17.1 No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

14.18 Third-Party Rights

14.18.1 This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

14.19 Sovereign Immunity

14.19.1 Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

14.20 Force Majeure

14.20.1 Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of

this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

14.21 Notices

14.21.1 All communications relating to the day-to-day activities of the Work shall be exchanged between Joey Leverette, County Manager, for the County and Thomas J. Prine for the Consultant.

14.21.2 All other notices, requests, demands, writings, or correspondence, as required by this Agreement, to be given in accord with the terms hereof may be affected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. This Agreement and any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink. Notice shall be delivered as follows:

Owner:

Dawson County Board of Commissioner

Attn: Melissa Hawk

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Email: mhawk@dawsoncounty.org

Phone: 706-344-3500 ext. 42223

Consultant:

Ascension Program Management, LLC

Attn: Thomas J. Prine, CCM, LEED

2990 Summit Lane

Monroe, GA 30655

Email: jprine@ascension-pm.com

Phone: 404-992-5050

- Signature Page to Follow-

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:

**DAWSON COUNTY BOARD OF
COMMISSIONERS**

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

ASCENSION PROGRAM MANAGEMENT, LLC

By:  _____

Name: Thomas J. Prine

Title: CEO/President

Date: February 21, 2024

Attest:

By: _____

Name: _____

Title: _____

By:  _____

Name: Amy M. Prine

Title: Corporate Secretary

-Exhibit “A” To Follow-

EXHIBIT “A”

SCOPE OF WORK

The Consultant shall perform the work as described below.

TASK 1.0 – BID & AWARD / PRE-CONSTRUCTION PHASE SERVICES:

During this Phase of Services, Consultant will interact with the County and the County’s Design Consultant to become familiar with the project’s specific requirements.

1.1 BID & AWARD. The County will prepare and issue a Request for Proposal for the construction contractor. Upon receipt of proposals, the Consultant will assist the Owner in a non-scored evaluation for completeness and full responsiveness.

Upon the Owner’s completion of the technical evaluation tabulation sheet portion, the Consultant will assist the Owner in reviewing submitted prices, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the award.

1.2 PRE-CONSTRUCTION CONFERENCE. The Consultant will conduct, in conjunction with the Owner and the County’s Design Consultant, a pre-construction orientation conference for the benefit of the team. This conference will serve to orient the Construction Contractor to the various reporting procedures and site rules prior to the commencement of actual construction.

TASK 2.0 – PROJECT CONSTRUCTION PHASE ACTIVITIES / SERVICES:

2.1 – ADMINISTRATION OF THE PROJECTS. The Consultant will provide contract administration as an agent and representative of the Owner to establish and implement coordination procedures between the Owner and Construction Contractor.

2.1.1 CONTRACT ADMINISTRATION. The Consultant, working with the Owner and Design Consultant, will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.

2.1.1A Develop Dashboard. The Consultant, working with the DC County Manager, will develop a specific Dashboard that meets the specific requirements for the Project. This Dashboard will take the overall project funding and break it down into sub elements that can be tied to specific vendors and contracts. It will include a monthly invoice / expenditure tracking system.

2.1.1B Reports. With the County’s assistance, the Contractor will develop specific reports as required to meet the needs of the County Manager and Finance Department. In addition, each reports generation and submission date on a monthly basis will be determined.

2.1.1C Finance & Project Budget Reconciliation. The Consultant will review the pay applications tied to the Project’s Budget which shall be emailed, to the County Manager and the Consultant, prior to being paid. The Consultant will monitor all

contracts and fees tied to the Projects Budget line items. Once an Invoice is reviewed and ready for payment, the Consultant shall forward the approved pay application to the Dawson County Budget Manager, Natalie Johnson, at njohnson@dawsoncountyga.gov and the County Manager.

2.1.2 SUBMITTAL PROCEDURES. The Consultant will follow the procedures for submittals, change orders, payment requests and other procedures as set forth in the Proposal for the Construction Contractor; and maintain logs, files, and other necessary documentation. As the County's representative, the Consultant will be the party through which change orders, payment requests, submittals and information will be processed from Construction Contractor to the County and/or County to the Construction Contractor, following the procedures as specified in this Contract.

2.1.3 JOB SITE MEETINGS. The Consultant, along with the County and the Design Consultant, will conduct periodic job-site progress meetings (two per month) with the Construction Contractor, conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing, and distribution of minutes by the Construction Contractor to all attendees, the Owner, and all other appropriate parties.

2.1.4 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING. The Consultant will coordinate the technical special inspections and testing provided by the County's Material Testing Company and / or by the Construction Contractor as part of their contract administration if so established. All technical special inspection reports will be in a format approved by the Consultant, through the County, and will be received by the Consultant and Construction Contractor on a regular basis.

2.1.5 CONSTRUCTION OBSERVATION. The Consultant will make reasonable efforts to observe the progress of the Work and advise the County of any deviations, defects or deficiencies observed in the Work.

- The Consultant's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
- These observations will not, however, cause the Consultant to be responsible for those duties and responsibilities which belong to the Design Consultant nor Construction Contractor, and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- As outlined within this agreement, the Consultant will provide periodic on-site inspection services.

2.1.6 NON-CONFORMING WORK. The Consultant will, in conjunction with the Design Consultant, make recommendations for corrective action on observed nonconforming work. The Consultant will make recommendations to the County and the Construction Consultant in instances where the Consultant observes work that, in its opinion, is defective or not in conformance with the Contract Documents.

2.1.7 EXERCISE OF CONTRACT PREROGATIVES. When appropriate, the Consultant will advise the County of any recommendations for exercising contract prerogatives, such as giving the Construction Contractor notice to accelerate the progress when the schedule

goals are in jeopardy due to Construction Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.

2.1.8 PROJECT/CONSTRUCTION SCHEDULE. Upon the transmission of a Notice of Award by the County to the successful Construction Contractor, the Consultant will review the Construction Contractor's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.

- Using the critical path method, this schedule will have no activity duration greater than fourteen (14) calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.
- The Consultant will receive the detailed Schedule from the Construction Contractor and distribute it to the County and other appropriate parties.

2.1.9 SCHEDULE OF VALUES. The Consultant will review and coordinate the Construction Contractor's reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

2.1.10 CONSTRUCTION PROGRESS REVIEW. The Consultant will review the progress of construction with the Construction Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

- This review will reflect the Construction Contractor's contractual progress and be the basis for the monthly progress payment to the Construction Contractor.
- This review will indicate to the County when notices to the Construction Contractor for acceleration of the Work and the County's prerogatives are appropriate.

2.1.11 MONTHLY CONSTRUCTION SCHEDULE UPDATES. The Consultant will review the monthly construction schedule updates prepared by the Construction Contractor. After an evaluation of the actual progress as observed by the Consultant; schedule activities will then be assigned percentage-complete values in conjunction with the Construction Contractor.

- The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
- This review will also be the basis for determining implementation of certain County prerogatives concerning the progress of the Project, when required.

2.1.12 MONTHLY CONSTRUCTION CONTRACTOR'S PAYMENT. The Consultant will coordinate with the Construction Contractor a review of the monthly payment request and make recommendations pertaining to payment to each.

- This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a Construction Contractor has failed to comply with the provisions of its contract with the County in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Construction Contractor.

- By processing applications for payment, the Consultant shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Manager has used the previous monies paid on account of the construction contract sum.

2.1.13 RECOVERY SCHEDULE. The Consultant shall enforce the Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the Construction Contractor.

- This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Construction Contractor to recapture the lost time and complete the Work in accordance with the Completion Dates.

- This Recovery Schedule will be distributed from the Construction Contractor to Consultant, the Design Consultant, the County, and other appropriate parties.

2.1.14 CHANGE ORDER PROCESSING SYSTEM. The Consultant will implement the County Change Order processing system as set forth in the requirements of the Construction Contract.

- All change order requests will first be set forth in a letter by the Construction Manager outlining in detail the change and accompanied by technical drawings and specifications, if necessary. This will be forwarded to the County Manager for review and Purchasing Manager for record in the contract file.
- The Design Consultant will review the change order request to determine if their design contract pricing will be increased for said change. This determination will be sent to the County Manager for review and approval. The County processes and procedures will be followed for any change order to the Design Consultant prior to any work being completed by the Design Contractor outside of the original contract scope of work.
- The change order requests will be transmitted via email to the Construction Contractor and the Contract Manager by the Design Consultant and a detailed breakdown of cost and time extension requested will be returned to the Consultant and the County Manager from the Construction Contractor for evaluation.
- The Consultant will make recommendations to the County prior to execution of change orders. Only the County Manager or the Board of Commissioner's Chairman has the authority to execute change orders.
- All requests for and County-executed change orders will be tracked in the Construction Contractor's COP log, which will be the basis for the Change Order report to DC.

2.1.15 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS. The Consultant will negotiate change order costs and time extensions on behalf of the County when appropriate. The Consultant will advise the County of acceptability of price and time extension prior to the execution of any change order.

2.1.16 FORCE ACCOUNT RECORDS. In instances when the change order work is to be done on a time and material basis, and when approved by the County, the Consultant will review the daily force account records provided by the Construction Contractor or the County to determine the actual worth and time required for the work.

2.1.18 EQUIPMENT INSTRUCTION MANUALS. The County will be the recipients of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.

2.1.19 AS-BUILT DOCUMENTS. The Consultant will perform coordination and expediting functions in connection with the Construction Manager's obligation to provide "as-built" documents.

2.1.20 TRAINING SESSIONS. The Consultant will coordinate with the Construction Contractor to schedule training sessions for the County's maintenance and operational personnel and will ensure that the Construction Contractor's obligation in providing this training is fulfilled.

2.1.21 SUBSTANTIAL COMPLETION. The Consultant will decide on the remaining work necessary for Substantial Completion and notify the County and the Construction Contractor of any observed deficiencies. When incomplete work or defective work has been remedied, the Consultant will advise the County of acceptability of Project completeness and request the Construction Contractor to issue a Certificate of Substantial Completion. In the event of remaining incomplete items, the Consultant will, upon the County's concurrence, request the Design Consultant issue Certificate of Substantial Completion with exceptions noted.

2.1.22 FINAL COMPLETION. The Consultant will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to the County which will indicate whether the Consultant will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the Construction Contractor. Retainage shall be held in accordance to the County's processes and procedures.

2.2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:

2.2.1 CERTIFICATE OF OCCUPANCY. The Consultant will coordinate with the Construction Contractor and the County in obtaining the certificate of occupancy. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.

-End of Exhibit "A"-

EXHIBIT “B”

CONTRACT PRICE

TASK 1 - PRE-CONSTRUCTION PHASE ACTIVITIES / SERVICES- FOUR MONTHS

- 8 MHs per Month x 4 months = 32 MHs x \$135 MH) = \$ 1,080.00

TASK 2 – CONSTRUCTION SERVICES – TWELVE MONTHS

– 40 MHs per Month x 12 months = 480 MHs x \$135 MH) = \$ 64,800.00

TOTAL COMPENSATION FOR THE WORK AS DETAILED WITHIN THIS CONTRACT SHALL BE \$65,880.00

REIMBURSABLE COSTS (Budget): Reimbursable costs, or expenses incurred in direct relationship to this project, and are included as part of the Cost Not to Exceed Fees. They include such items as trips to the project site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Communication for this project shall be limited to use of cell phone and email. As stated in 14.21.2. Notices, within this Contract, any documents relating to it may be executed and transmitted to the parties listed below by electronic mail, which electronic mail shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document when both parties have executed their part in blue ink

ALL COSTS TO THE COUNTY IS LISTED ABOVE FOR THE TOTAL SCOPE OF WORK HEREIN AS LISTED ON EXHIBIT “A” WITHIN THIS CONTRACT.

ANY WORK OUTSIDE THE CONTRACT PRICE AS LISTED ABOVE SHALL BE APPROVED THROUGH A CHANGE ORDER, TO BE APPROVED BY THE BOARD OF COMMISSIONERS CHAIRMAN OR COUNTY MANAGER, WHICHEVER MAY BE APPROPRIATE PRIOR TO ANY WORK BEGINNING BY THE CONSULTANT. THE BELOW RATES SHALL APPLY TO THE CHANGE ORDER WORK FOR THE DURATION OF THE CONTRACT.

Sr. Project Manager \$ 135

Project Manager \$ 130

Project Controls - Estimator \$ 145

Scheduler \$ 145

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____ this _____ day of _____,
20_____ appeared before me _____, a Notary Public, in
and for _____, and being by me first duly sworn states that all
sub-consultants and suppliers of labor and materials have been paid all sums due them to date for work
performed or material furnished in the performance of the contract between:

Dawson County Board of Commissioners and _____ (Consultant), last
signed _____, 20___ for the Professional Services Contract Personal Property Assessments, Appeals
and Miscellaneous Services.

BY: _____

TITLE: _____

DATE: _____

Subscribed and sworn to before the _____ day of _____, ____

My commission expires on the _____ day of _____, ____

NOTARY PUBLIC
(Notary Seal)