

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION AGENDA – THURSDAY, JUNE 2, 2022
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. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ANNOUNCEMENTS

E. APPROVAL OF MINUTES

- [1.](#) Minutes of the Work Session held on May 19, 2022
- [2.](#) Minutes of the Voting Session held on May 19, 2022

F. APPROVAL OF AGENDA

G. PUBLIC COMMENT

H. ALCOHOL LICENSE

- [1.](#) New Alcohol License (*Retail Package Sale of Beer and Wine*) - Omsai Silver City Inc. d/b/a Silver City Chevron

I. ZONING

- [1.](#) ZA 22-13 - Dawson County requests to rezone TEMPL13-081 and 114-033 from CHB (Commercial Highway Business) and RA (Residential Agriculture) to RMF (Residential Multi-Family) and RS3 (Residential Suburban 3) for the purpose of developing 55 units of multi-family and 84 units of single-family residential.

J. NEW BUSINESS

- [1.](#) Consideration to Move Forward to a Public Hearing for an Ambulance Billing Policy Update
- [2.](#) Consideration of Board Appointments:
 - a. Department of Family and Children Services**
 - i. Randy Harkness- *replacing Jennifer Wright* (Term: June 2022 through March 2025)
 - b. Georgia Mountains Regional Commission (Private Sector Appointee)**
 - i. Kevin Herrit- *appointment* (Term: July 2022 through June 2023)
 - c. Long Range Planning Committee**
 - i. Jim Braley- *replacing Dick Scharf*
- [3.](#) Consideration of Annexation C2200170

K. PUBLIC COMMENT

L. 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
WORK SESSION MINUTES – MAY 19, 2022
DAWSON COUNTY GOVERNMENT CENTER ASSEMBLY ROOM
25 JUSTICE WAY, DAWSONVILLE, GEORGIA 30534
4:00 PM**

Those present were Chairman Billy Thurmond; Commissioner Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Manager David Headley; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.

NEW BUSINESS

1. Presentation of Ambulance Billing Policy Update- Emergency Services Director Danny Thompson
This item will be placed on the June 2, 2022, Voting Session Agenda for consideration to move forward to a public hearing.

2. Presentation of Board Appointments:
 - a. **Department of Family and Children Services**
 - i. Randy Harkness- *replacing Jennifer Wright* (Term: June 2022 through March 2025)
 - b. **Georgia Mountains Regional Commission (Private Sector Appointee)**
 - i. Kevin Herrit- *appointment* (Term: July 2022 through June 2023)
 - c. **Long Range Planning Committee**
 - i. Jim Braley- *replacing Dick Scharf**This item will be placed on the June 2, 2022, Voting Session Agenda.*

3. County Manager Report
This item was for information only.

4. County Attorney Report
County Attorney Davis had no information to report.

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

**DAWSON COUNTY BOARD OF COMMISSIONERS
VOTING SESSION MINUTES – MAY 19, 2022
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 Sharon Fausett, District 1; Commissioner Chris Gaines, District 2; Commissioner Tim Satterfield, District 3; Commissioner Emory Dooley, District 4; County Manager David Headley; County Attorney Angela Davis; County Clerk Kristen Cloud; and interested citizens of Dawson County.

INVOCATION: Chairman Thurmond

PLEDGE OF ALLEGIANCE: Chairman Thurmond

ANNOUNCEMENTS:

Commissioner Gaines announced that May 24, 2022, is the General Primary Election and encouraged everyone to vote.

Chairman Thurmond announced that an Amicalola Falls State Park Visitor Center groundbreaking ceremony would be held May 27, 2022.

APPROVAL OF MINUTES:

Motion passed 4-0 to approve the Minutes of the Work Session held on May 5, 2022. Gaines/Satterfield

Motion passed 4-0 to approve the Minutes of the Voting Session held on May 5, 2022. Dooley/Fausett

APPROVAL OF AGENDA:

Motion passed 4-0 to approve the agenda as presented. Satterfield/Fausett

PUBLIC COMMENT:

None

ZONINGS:

Chairman Thurmond announced that if anyone contributed more than \$250 to the commissioners or chairman in the past two years and wished to speak they would have to fill out a disclosure form, which would be made available to them. Under normal program, 10 minutes is given to those who wish to speak in favor of or opposition to with some redirect, time permitting.

ZA 21-18 - Benjamin Smith requests to rezone TMP 102-040 from RSR (Residential Sub-Rural) to RA (Residential Agriculture).

SU 21-05 - Benjamin Smith requests a Special Use permit of 102-040 for a temporary saw mill in a RA (Residential Agriculture)-zoned parcel.

Planning & Development Director Sharon Farrell said, “This is a down zoning for the applicant...and he wishes to do some timbering to build an accessory structure and...eventually

build his home.” The Planning Commission recommended approval of the application with stipulations.

The applicant was not present.

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve ZA 21-18. Fausett/Dooley

Motion was made by Commissioner Dooley and seconded by Commissioner Satterfield to approve SU 21-05.

Motion was made by Commissioner Dooley and seconded by Commissioner Satterfield to amend the original motion to include the following stipulations:

1. Sawmill shall not interfere with the quiet use and enjoyment of the outside environment of neighboring property owners; operational hours shall be between the hours of 8 a.m. and 8 p.m. Monday-Friday and 10 a.m. and 6 p.m. Saturday-Sunday;
2. Sawmill shall not be operated for more than four hours on Saturday and Sunday;
3. Sawmill shall not be operated after dark; and
4. Lumber produced by the sawmill shall not be used for structural materials in the construction of the applicant’s single-family residence but may be used as hardwood flooring or other decorative elements.

The amended motion passed 4-0.

The original motion passed 4-0.

ZA 22-04 - Fox Creek Properties Inc. requests to rezone TMP 112-109, 104-065, 112-019, 112-013, 113-057-002 and 112-018 from RA (Residential Agriculture), RPC (Residential Planned Community), CHB (Commercial Highway Business), CPCD (Commercial Planned Community Development) and COI (Commercial Office Institution) to Mixed Use Village for the purpose of developing single-family, multi-family, retail/commercial/office, and light industrial uses (Georgia 400 and Lumpkin Campground Road).

Planning & Development Director Sharon Farrell said her department has been working with the applicant. “For several months, he’s been working with the neighbors, he’s been editing the...book as we’ve gone along, but there is still some work to be done to get to the point of the master plan. You have the large concept plan, which is very detailed for a concept plan, but like I said, we still have a little bit more work to do with the master plan, which is the second step in the process.” Farrell presented several PowerPoint slides, noting that the property is part of the Georgia 400 Corridor. “...The Georgia 400 is where we should be directing all our commercial, industrial and quasi-civic uses as well as some residential, so as far as the warehouse, multi-family within the mixed-use village, it’s in the appropriate location,” she said. Farrell also noted that a proposed condition is that approximately 200 acres remain forever in open space.” Farrell read aloud proposed stipulations. The Planning Commission recommended approval of the application.

Bill Evans Jr., president of applicant Fox Creek Properties, said, “Between the Planning Commission and this commission, we started doing our engineering on this project and we may have made a mistake earlier, asking people what they wanted and we tried to incorporate everything we possibly could into it, and when we actually came up with the number, we decided we had overstepped our ability. We can do everything we said we could do; we just can’t do it when we said.” Evans added, “We would like to go on and build the commercial at the same time we build the residential but, after looking at the numbers, it just doesn’t work. ... So, we can do the residential, we can do the industrial, but there just isn’t a market for the commercial right now.” Evans requested a 60-day postponement to “try to come up with some better figures.”

Jim Bowersox, representing Fox Creek Properties, presented a PowerPoint presentation highlighting the proposed project. “...The location of the project is 518 acres. It’s located at the corner of 400 and Lumpkin Campground and bordered by Grant Road on the northern side and the Etowah River on the western side,” he said. “...The purpose of this project is to bring to the county a viable mixed-use project that will bring some of the disciplines that are missing in the county...”

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application.

The following spoke in favor of the application:

- Bette Holland, Dawsonville, Georgia
- Gregg Zubay, Dawsonville, Georgia
- Brian Trapnell, Dawsonville, Georgia
- Carroll Turner, Dawsonville, Georgia
- Michael Cochran, Dawsonville, Georgia
- Tony Passarello, Dawsonville, Georgia

The following spoke in opposition of the application:

- Bruce Duncil, Dawsonville, Georgia
- Deanna Dickinson, Dawsonville, Georgia
- Jessica Scott, Dawsonville, Georgia
- Karen Brennan, Dawsonville, Georgia
- Alexa Bruce, Dawsonville, Georgia (said she was neither for nor against)
- Beth Martin, Dawsonville, Georgia
- Phil Torre, Dawsonville, Georgia (said he was neither for nor against)

Chairman Thurmond asked if there was anyone else present who wished to speak on the application and, hearing none, closed the hearing.

Motion passed 4-0 to table ZA 22-04 for approximately 60 days (until July 21, 2022) at the applicant’s request. Gaines/Fausett

ZA 22-10 - George & Phyllis Robinson request to rezone TMP 088-001 and 087-004 from RSR (Residential Sub-Rural) to RA (Residential Agriculture) for the purpose of down zoning the parcel for agricultural purposes.

Planning & Development Director Sharon Farrell said the applicants have more than 15 acres that “they’re combining and they will do a minor plat to combine them, and they are seeking this change to expand existing farm activities.” Farrell said the Planning Commission recommended approval of the application.

Applicant George Robinson said, “My wife, Phyllis, and I reside at 1115 Dawson Forest Road West. We immediately abut the Dawson Forest Wildlife Management area. We bought 3 plots, actually only 2 are in question here, with the intent of having our home and homes for both of our sons and their wives on the property. In rezoning to RA, we are running a small farm-to-table type business - right now growing micro-greens for sale at farmer’s markets and such. This is all indoor, vertical farm[ing] right at this time. We want to go to the RA [zoning] because it gives a little more flexibility in our sales. The way we’re currently zoned, we can only sell from the end of our driveway – nobody can come onto our property for it, and [this] would allow us more flexibility to what we can grow and sell at the markets or from the property.”

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve ZA 22-10. Fausett/Satterfield

ZA 22-11 - Tyler Burt requests to rezone 2 acres of TMP 068-014 from RA (Residential Agriculture) to RSRMM (Residential Sub-Rural Manufactured Moved) for the purpose of subdividing the parcel to RSRMM standards.

Planning & Development Director Sharon Farrell said the property is more than 9 acres, “but the applicant just needs to rezone 2 acres because basically 2 acres is what he needs to create for residential manufactured home. It is somewhat consistent with our comprehensive plan. She said the Planning Commission recommended approval of the application.

Applicant Tyler Burt said, “...It’s old family land that’s being passed down to me. My aunt’s the current owner of the property. She’s keeping 2 acres and her little house there, and I plan on putting a house on the existing 7 and a quarter [acres].”

Chairman Thurmond opened the hearing by asking if there was anyone present who wished to speak either for or against the application and, hearing none, closed the hearing.

Motion passed 4-0 to approve ZA 22-11. Gaines/Dooley

NEW BUSINESS:

Consideration of Request for FY 2023 Capital Funds for Georgia Department of Transportation Bus Lease

Motion passed 4-0 to approve a Request for FY 2023 Capital Funds for a Georgia Department of Transportation Bus Lease; \$6,458 will come from General Fund’s fund balance. Satterfield/Fausett

Consideration of FY 2023 Legacy Link Contract for Nutrition Program Services

Motion passed 4-0 to approve a FY 2023 Legacy Link Contract for Nutrition Program Services. Fausett/Gaines

Consideration of Insurance Renewal Options (Medical, Dental and Vision) for 2022-2023

Motion passed 4-0 to approve the county to move forward with transitioning from Cigna to Humana for 2022-2023 employee health insurance; to maintain the current employee match of 80/20, take the premium holiday full amount (\$333,723) and apply \$187,268.40 to cover the employer impact (to maintain employee deductibles at the current rate), and bank \$146,454.60 into a designated account for next year's renewal; and for the county to remain with Rightway/telemedicine and all other current benefit providers. Gaines/Dooley

Consideration of A&E Services - War Hill Park Master Plan and Environmental Assessment

Motion passed 4-0 to approve A&E Services - War Hill Park Master Plan and Environmental Assessment; \$124,300 will come from General Fund's fund balance. Fausett/Satterfield

Consideration of Board Appointments:

• **Library Board**

- Tom Harter- reappointment (Term: July 2022 through June 2026)
- Kathryn Reagan-Smith- reappointment (Term: July 2022 through June 2026)
- Fred Meyer- replacing Don Cargill (Term: July 2022 through June 2024)

Motion passed 4-0 to reappoint Tom Harter and Kathryn Reagan-Smith to the Library Board for terms of July 2022 through June 2026 and to appoint Fred Meyer to the Library Board for a term of July 2022 through June 2024. Dooley/Gaines

Consideration of Annexation C2200161

This item was for information only; no action necessary.

Consideration of Annexation C2200162

This item was for information only; no action necessary.

PUBLIC COMMENT:

None

ADJOURNMENT:

APPROVE:

ATTEST:

Billy Thurmond, Chairman

Kristen Cloud, County Clerk

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: PATEL GAURANG KUMAR B
Last First Middle

RESIDENCE: 223 LEGACY OAKS CIRCLE
Street Number Street Name

ROSWELL GA 30076
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: OMSA SILVERITY INC

LOCATION: 6623 HWY-29
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: _____

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

6. DATE OF BIRTH: _____ PLACE OF BIRTH: INDIA

SSN: _____ MALE FEMALE RACE: ASIAN

COLOR OF HAIR: BLACK COLOR OF EYES: BROWN

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

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? Not yet IN WHAT STATE? _____

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

2. _____

3. _____

4. _____

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. CITY LIQUOR, SS HWY 53 W, DAWSONVILLE GA, 30534
- 2. ARPII PATEL #
- 3.
- 4.

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.

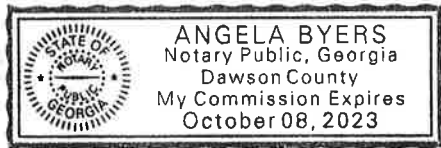
CAADRANESKUMAR BHIKHUBHAI PATEL, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PERSONAL STATEMENT ARE TRUE AND CORRECT. FURTHER, AS PART OF THE PROCESS RESULTING FROM MY APPLICATION FOR BACKGROUND INVESTIGATION, 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.

CAADRANESKUMAR BHIKHUBHAI PATEL
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT CAADRANESKUMAR BHIKHUBHAI PATEL 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 17th DAY OF May, 2022

ANGELA BYERS
NOTARY PUBLIC



GEORGIA LIMITED.TFPM DL USA GA
DRIVER'S LICENSE
Governor: *B. Perdue* 12/13/1972
4b EXP 07/09/2025

9 CLASS C
2 GAURANG KUMAR BHIKHUBHAI
1 PATEL

8 100 LEGACY OAKS CIR APT 223
ROSWELL, GA 30076-4818
FULTON

12 REST A
9a END NONE
4a ISS 10/09/2020
15 SEX M 16 EYES BRO
16 HGT 6'-00" 17 WGT 250 lb 12/13/1972

Commissioner: *Spencer L. Moore*
G. Pate
5 DD 432306083640030980

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.

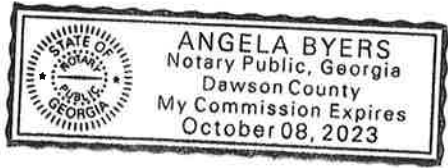
STATE OF GEORGIA, DAWSON COUNTY

I, CAVRAN KUMAR R. PATEL, 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.

X CAVRAN KUMAR R. PATEL
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT _____ 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 17th DAY OF May, 2022



ANGELA BYERS
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, Georgia Board of Commissioners

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

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable revisions and deadlines established in O.C.G.A. § 13-10-90.

G. Patel.

Signature of Exempt Private Employer

GAURANGA KUMAR BHIKHODHAR PATEL

Printed Name of Exempt Private Employer

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

Executed on May 17, 2022 in Dawsonville (city), GA (state).

Angela Byers

Signature of Authorized Officer or Agent

Angela Byers

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 17th DAY OF May, 2022

Angela Byers

NOTARY PUBLIC

My Commission Expires: October 8, 2023



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.

- 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:

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 Dawsonville (city), GA (state)

Govindaraj _____ Date 05/17/22

Signature of Applicant _____

GANAPATHI KUMAR ARTEL _____ OM SAI SILVER CITY INC

Printed Name _____ **Name of Business** _____



SUBSCRIBED AND SWORN BEFORE ME ON
 THIS 17 DAY OF May, 2022

Angela Byers _____ Notary Public

My Commission Expires: October 8, 2023

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.

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:** OM SAI SILVER CITY INC

LOCATION: 6623 HWY-09
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: _____
- (b) NUMBER OF SQUARE FEET DEVOTED TO DINING AREA: _____
- (c) SEATING CAPACITY EXCLUDING BAR AREA: _____
- (d) 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: _____

- (e) HOURS PREPARED MEALS OR FOODS ARE SERVED: _____
- (f) HOURS THAT ALCOHOLIC BEVERAGES ARE SERVED or SOLD: _____

(g) HOURS OF OPERATION: _____

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

(i) NUMBER OF PARKING SPACES: _____

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

(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.

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 type="checkbox"/> Bona Fide Eating Establishment | <input type="checkbox"/> Indoor Commercial Recreation Facility |
| <input type="checkbox"/> Super Market | <input type="checkbox"/> Hotel/Motel |
| <input checked="" type="checkbox"/> Convenience Store | <input type="checkbox"/> Caterer (must have alcohol by the drink license) |
| <input type="checkbox"/> Package Liquor Store (see Item 14, Page 5) | <input type="checkbox"/> Other |
- Explain: _____

Will live entertainment be offered? _____ If Yes, Explain: _____

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

6. OWNER:

(a) Full Name: GIAPRANGKUMAR PATEL Social Security # _____

(b) Corporation or LLC Name (if applicable): OMSAI SILVER CITY INC

(c) Location: 6623 GA-09
Street Number Street Name

DAWSONVILLE GA 30534
City State Zip Code Phone Number

(d) Mailing Address: 223 LEGACY OAKS CIR,
Street Number Street Name

ROSWELL GA 30076
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:

Sole Proprietorship Legally Registered Partnership

Private Held Corporation Public Held Corporation

Public Held Corporation Subject to S.E.C. Regulations Limited Liability Company

Other; explain _____

9. FOR PARTNERSHIP ONLY:

(a) Date the Partnership was formed: _____

(b) Attach Partnership Agreement _____

(c) List Partners:

Name & Resident Address <small>(Attach separate sheet if necessary)</small>	Social Security Number	G - General L - Limited S - Silent	Interest	
			Investment \$	Participation %

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

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

- (a) Date of Incorporation/Organization: 03/08/2022
- (b) Place of Incorporation/Organization: _____
- (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	S.	Position	Interest %
<u>CAVRANG KUMAR B PATEL</u>		<u>OWNER</u>	<u>100%</u>

- (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: _____
- (b) State total amount of capital that is or will be invested in the business by any party or parties: _____
- (c) State total amount of funds invested by the owner: _____
- (d) State total amount of funds invested by parties other than the owner: _____
- (e) If any capital is borrowed:

Name of Lender	Date	Amount	Interest Rate

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.

(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 %

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.

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).**

THIS INSTRUMENT PREPARED BY:

M
Reid H. Harbin, Esq.
Harbin & Miller, LLC
3085 E. Shadowlawn Avenue
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 8th day of February, 2013, between John B. Ariemma, Jr. (hereinafter referred to as "Grantor") and Mavani USA Inc. (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and does hereby grant, bargain, sell, convey and confirm unto Grantee, all that tracts or parcels of land lying and being Lot 32, 4th District, 1st Section of Dawson County, Georgia and all improvements thereon (hereinafter collectively referred to as the "Land"), as more particularly described in the attached Exhibit "A", which exhibit is incorporated herein.

TO HAVE AND TO HOLD the 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 Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit "B", which exhibit is incorporated herein.

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2

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of the Grantor and all persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

Shyle L. Smith
Witness

Neil H. Harbin
Notary Public

GRANTOR:

John B. Ariemma, Jr (SEAL)



Legal Description

All that tract or parcel of land lying and being in Land Lot 32, 4th District, 1st Section, Dawson County, Georgia, containing 1.477 acres, as per plat of survey for Ford Phillips Estate, dated April 5, 2001 by Richard Webb & Associates, Georgia Registered Land Surveyors, and being more particularly described as follows:

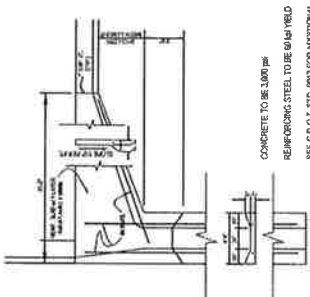
Begin at an iron pin found at the common corner of Land Lots 1193, 1192, 32 and 33, said district and county; thence South 01 degrees 05 minutes 12 seconds West, a distance of 324.21 feet to an iron pin found on the northerly side of the right of way of Ga. Hwy. 9 (80 foot right of way); thence along the northerly side of the 80 foot right of way of Ga. Hwy. 9 the following courses and distances: North 59 degrees 42 minutes 06 seconds West a distance of 61.70 feet; North 57 degrees 53 minutes 46 seconds West a distance of 50.82 feet; North 54 degrees 43 minutes 52 seconds West a distance of 59.37 feet; North 48 degrees 14 minutes 56 seconds West a distance of 56.70 feet; North 42 degrees 08 minutes 35 seconds West a distance of 57.10 feet; North 34 degrees 58 minutes 17 seconds West a distance of 56.02 feet; North 29 degrees 05 minutes 36 seconds West a distance of 56.74 feet; North 23 degrees 31 minutes 02 seconds West a distance of 62.23 feet to an iron pin found; thence leaving the northerly side of the 80 foot right of way of Ga. Hwy. 9 and proceeding South 89 degrees 49 minutes 57 seconds East a distance of 315.84 feet to an iron pin found at the common corner of Land Lots 1193, 1192, 32 and 33, and the true point of beginning.

TITLE EXCEPTIONS

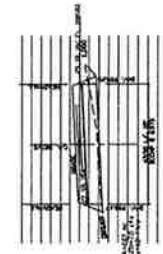
1. Taxes and assessments for the year 2013 and subsequent years, not yet due and payable.
2. Easement Agreement between John Ariemma and Etowah Water and Sewer Authority, dated January 25, 2006, recorded in Deed Book 723, page 237, Dawson County, Georgia records.
3. Easement from The John B. Ariemma Junior Family Trust and Johnny Ariemma to Georgia Power Company, dated February 22, 2006, recorded in Deed Book 730, page 414, aforesaid records.
4. Amusement Machine Location Lease between Ultra Telecom, Inc. and Silver City Citgo, dated May 5, 2006, filed November 10, 2006, recorded in Deed Book 774, page 296, aforesaid records.
5. All matters as shown on that certain survey dated January 31, 2013, prepared by Geolmage, LLC as certified to by John T. Gaston, GRLS No. 2821.

GENERAL NOTES
 1. THE PROJECT IS THE PROPERTY OF THE CLIENT 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.

2. OWNER: [Client Name]
3. SITE LOCATION: [Address]
4. SITE AREA: 1.41 ACRES
5. SITE CONDITIONS: [Details]
6. FINISH GRADE: [Details]
7. ALL EXISTING UTILITIES ARE TO BE MAINTAINED AND PROTECTED.
8. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.
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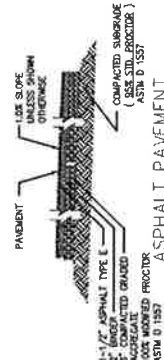
CONCRETE FLUME



DRAIN PROFILE



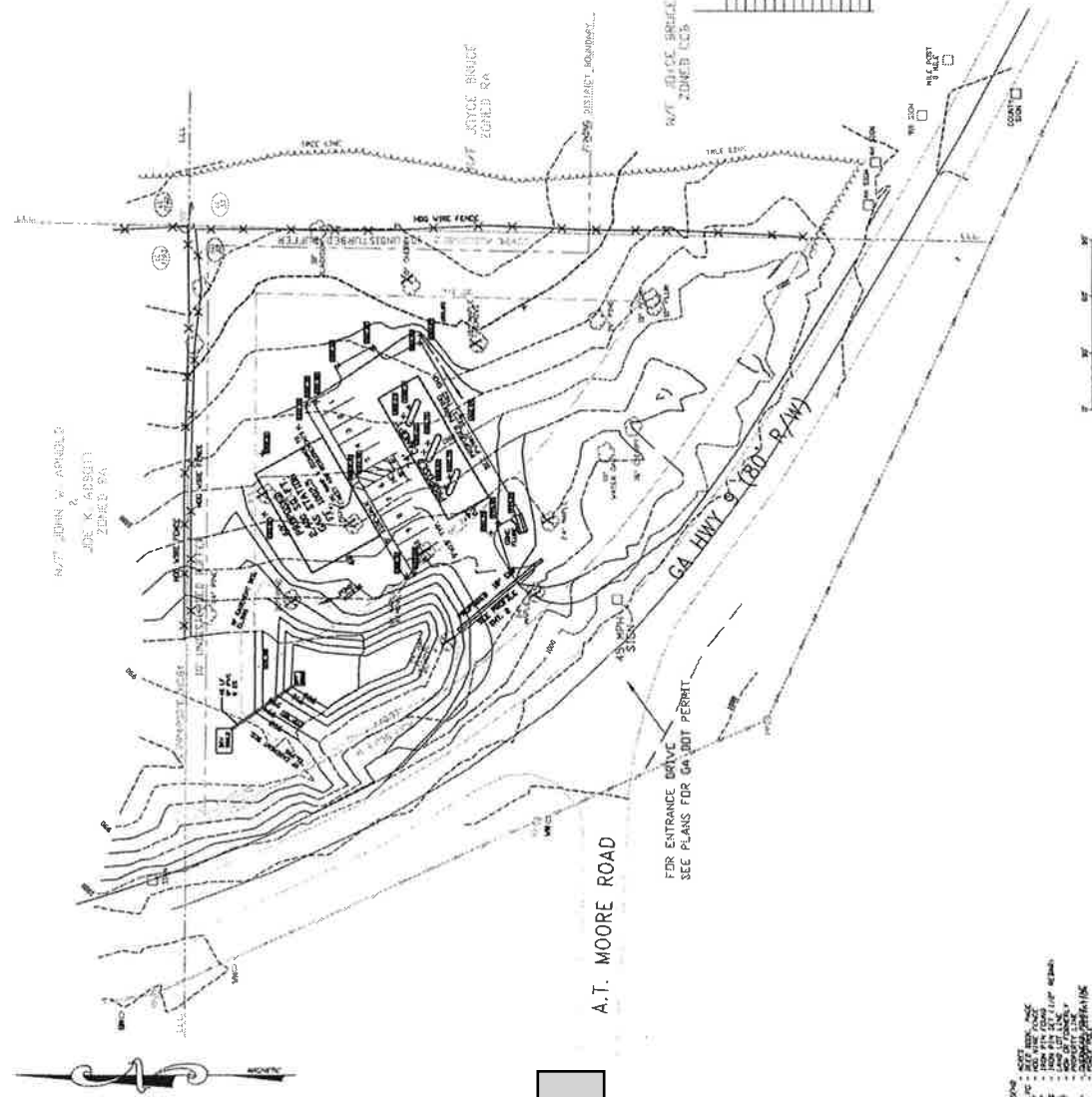
DRIVE PROFILE



ASPHALT PAVEMENT



SIDEWALK SECTION



A.T. MOORE ROAD

FOR ENTRANCE DRIVE
 SEE PLANS FOR GA DOT PERMIT

1. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.
2. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.
3. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.
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20. ALL UTILITIES TO BE DELETED OR RELOCATED SHALL BE SHOWN ON THE PLAN.

PROJECT: [Name]
 DATE: [Date]
 DRAWING NO.: [Number]
 SHEET NO.: [Number]

2 OF 6

GRADING PLAN

JOHNNY ARIEMMA

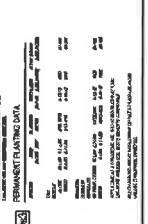
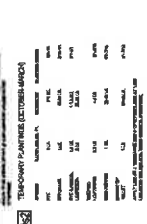
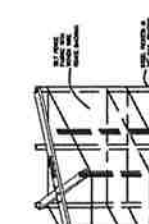
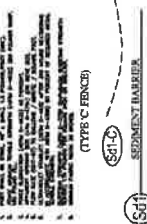
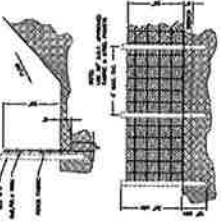
OWNER: [Name]
 PROJECT: [Name]
 LOCATION: [Address]

GRAPHIC SCALE
 1" = 30'

TSP
 TRANSPORTATION SYSTEMS DESIGN, INC.
 ENGINEERS & SURVEYORS

1000 [Address]
 [City], GA [Zip]
 PHONE: (770) 555-1234
 FAX: (770) 555-5678

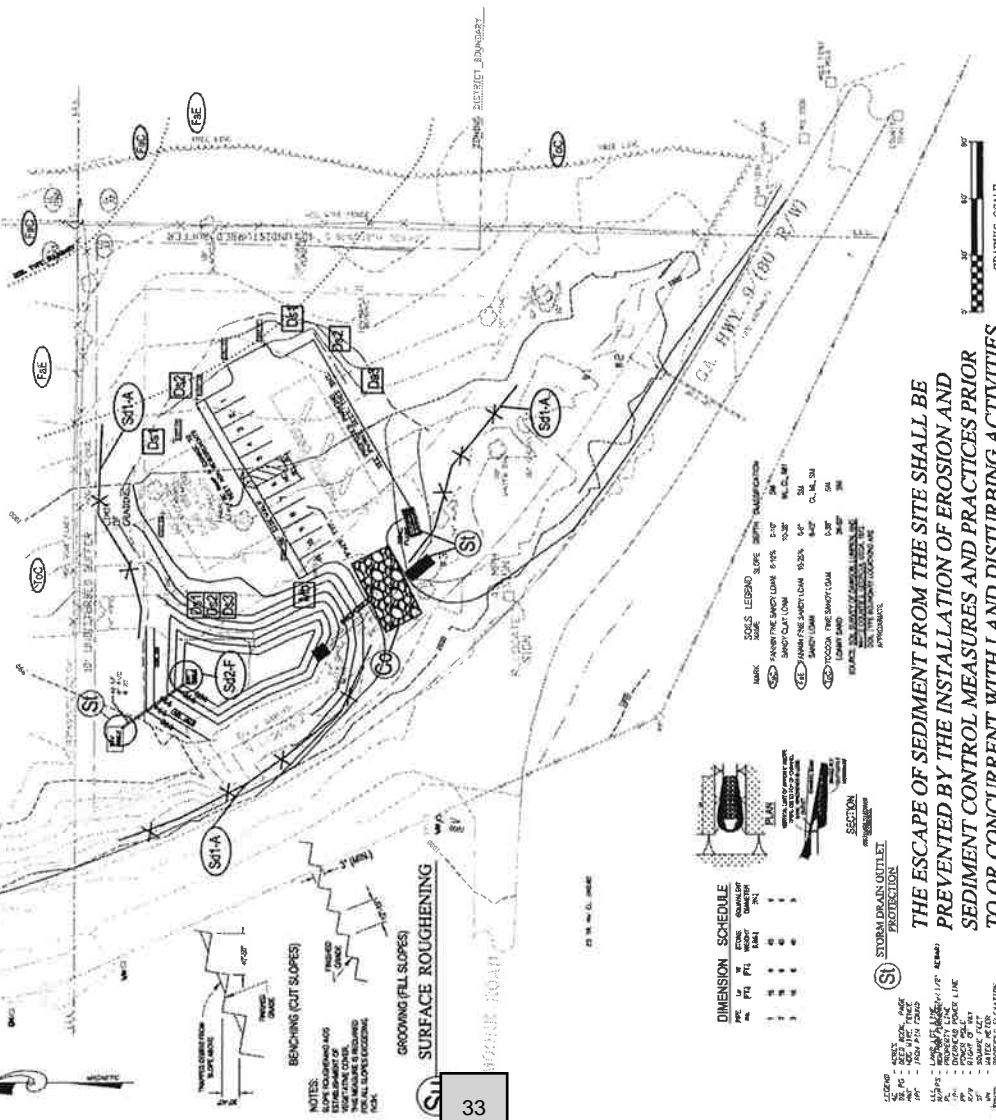
- EROSION CONTROL NOTES**
1. CONSULT DEVELOPER AND JOHNNY ARIEMMA FOR ALL EROSION CONTROL MEASURES TO BE INSTALLED ON THE SITE.
 2. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
 3. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.
 4. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.
 5. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.
 6. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.
 7. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.
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 9. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.
 10. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION AND SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION UPON COMPLETION OF CONSTRUCTION.



CONSTRUCTION SCHEDULE

ACTIVITY	START DATE	END DATE
Site Preparation	08/01/2024	08/31/2024
Foundation Work	09/01/2024	09/30/2024
Structural Framing	10/01/2024	10/31/2024
Roofing	11/01/2024	11/30/2024
Interior Finishes	12/01/2024	12/31/2024
Exterior Finishes	01/01/2025	01/31/2025
Final Inspection	02/01/2025	02/28/2025

JOHNNY ARIEMMA
 PROJECT MANAGER
 12345 MAIN ST
 ATLANTA, GA 30303
 (404) 555-1234



LEGEND

MARK	DESCRIPTION	SIZE	DEPTH	INSTALLATION
S10-A	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-B	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-C	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-D	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-E	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-F	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-G	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-H	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-I	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-J	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-K	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-L	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-M	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-N	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-O	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-P	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-Q	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-R	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-S	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-T	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-U	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-V	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-W	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN
S10-X	STORM DRAIN OUTLET	18"	18"	AS SHOWN
S10-Y	SEDIMENT TRAP	12" x 12"	18"	AS SHOWN
S10-Z	SEDIMENT BARRIER	4" x 4"	18"	AS SHOWN

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.

EROSION CONTROL PLAN

JOHNNY ARIEMMA
 PROJECT MANAGER
 12345 MAIN ST
 ATLANTA, GA 30303
 (404) 555-1234

TSP
 TRANSPORTATION SYSTEMS DESIGN, INC.
 ENGINEERS & SURVEYORS
 12345 MAIN ST
 ATLANTA, GA 30303
 (404) 555-1234

DATE: 08/01/2024
SCALE: AS SHOWN
SHEET NO.: 3 OF 6

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:

CAURANJKUMAR PATEL

BUSINESS NAME:

OMSAI SILVERCITY INC

ADDRESS OF PREMISES
TO BE LICENSED:

6623 HWY - 09, 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

Distance Measured

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

Distance Measured

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 _____

Distance Measured _____

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 _____

Distance Measured _____

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 _____

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

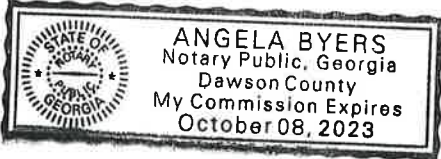
I, Gourang Kumar Bhikhubhai Patel, DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENTS AND ANSWERS MADE BY ME AS THE APPLICANT IN THE FOREGOING PREMISE AND STRUCTURE STATEMENT ARE TRUE AND CORRECT.

Gourang Kumar Bhikhubhai Patel
APPLICANT'S SIGNATURE

I HEREBY CERTIFY THAT Gourang Kumar Bhikhubhai Patel 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 17th DAY OF May, 2022.

Angela Byers
NOTARY PUBLIC



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.

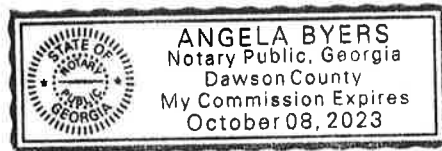
CAVRANG KUMAR BHIKHUBHAI PATEL
Applicant's Printed Name

GP Patel
Applicant's Signature

May 17, 2022
Date of Signature

Angela Byers
Notary Signature

05/17/22
Date of Signature



STATE OF GEORGIA

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

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

OMSAI SILVER CITY INC
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/08/2022** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/14/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 3/8/2022 12:33:32 PM

BUSINESS INFORMATION

CONTROL NUMBER 22057633
BUSINESS NAME OMSAI SILVER CITY INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 03/08/2022
SHARES 100

PRINCIPAL OFFICE ADDRESS

ADDRESS 223 LEGEACY OAKS CIRCLE, ROSWELL, GA, 30076, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
GAURANG KUMAR B PATEL	223 LEGACY OAKS CIRCLE, ROSWELL, GA, 30076, USA	Fulton

INCORPORATOR(S)

NAME	TITLE	ADDRESS
GAURANG KUMAR PATEL	INCORPORATOR	223 LEGACY OAKS CIRCLE, ROSWELL, GA, 30076, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE GAURANGKUMAR PATEL
AUTHORIZER TITLE Incorporator

Dawson County
Rezoning Application
(AMENDMENT TO DISTRICT MAP)

FOR STAFF USE ONLY
DATE & TIME STAMP

APPLICANT INFORMATION (or Authorized Representative)

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

Printed Name: Dawson County Board of Commissioners

Address: 25 Justice Way, Dawsonville GA

Phone (Listed/Unlisted): _____

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: n/a Applicant Signature: _____

REQUESTED ACTION & DETAILS OF PROPOSED USE

Rezoning to: RMF & RS-3 Special Use Permit for: _____

Proposed Use: Townhouses and Single Family detached homes.

Existing Utilities: Water Sewer Gas Electric

Proposed Utilities: Water Sewer Gas Electric

RESIDENTIAL

No. of Lots: 139 Minimum Lot Size: see 5/3/22 plan (acres) No. of Units: _____

Minimum Heated Floor Area: _____ sq. ft. Density/Acre: 2.33

Type: Apartments Condominiums Townhomes Single-family Other

Is an Amenity Area proposed: Yes; if yes, what? Event Lawn/park

COMMERCIAL & INDUSTRIAL

Building area: -0- No. of Parking Spaces: -0-

1. There shall be a maximum of 139 total lots.
2. There shall be a minimum of 23 acres of open space.
3. The Property shall be developed in substantial compliance with the concept plan attached as "Exhibit A"
4. Construction on site will be creatively arranged so as the total average gross density does not exceed 2.3 units per acre.
5. Owner shall dedicate a 15 foot right of way along Elliott Road
6. A 50-foot buffer along Elliot Road shall be graded and replanted to include a 6-foot berm along Elliott Road.
7. A single emergency access shall be required along Elliott Road, which shall be gated, grassed, load bearing, and approved for emergency vehicles.
8. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks of state waters as measured from the top of the bank except for perpendicular road and utility crossings as shown on Exhibit "A".
9. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, wherein all impervious cover shall be prohibited, except for stormwater management facilities.
10. A 50-foot undisturbed buffer shall be maintained along the northern boundary
11. A 25-foot graded and replanted buffer shall be maintained along the northern and eastern boundary of the "dollar general" parcel, Parcel L13-081-001.
12. A 50-foot graded and replanted buffer shall be maintained along the subject property's western boundary with the Foley Family parcel, Parcel 114-033-002.
13. A common mailbox area shall be provided and must include a roofed area to provide shelter to patrons from the elements and provide a fixed trashcan or recycling bin within the covered area.
14. Townhomes shall have a minimum heated (conditioned) area of 1000 square feet.
15. The plans are subject to review by Georgia Department of Transportation (SR53 -ROW)
16. The plans are subject to review by the Georgia Mountains Regional Center (DRI threshold).
17. Single Family Attached Wall Finishes shall, at a minimum be constructed with accents of brick or stone on front facades and the balance of the homes may be the same or fiber cement siding.

LEGAL DESCRIPTION – TRACT 1

A parcel of land lying in Land Lots 316 and 341 of the 13th District, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Begin at a found 1/2" rebar at the intersection of the line common to Land Lots 316 and 341 and the easterly right-of-way of Couch Road (Private Drive); thence leaving said right-of-way, run South 88 Degrees 10 Minutes 37 Seconds East for a distance of 206.98 feet to a set 1/2" rebar; thence run South 89 Degrees 03 Minutes 22 Seconds East for a distance of 337.50 feet to a found 1/2" open top pipe; thence run South 88 Degrees 58 Minutes 27 Seconds East for a distance of 335.58 feet to a point; thence run South 26 Degrees 13 Minutes 33 Seconds East for a distance of 378.11 feet to a point; thence run South 49 Degrees 24 Minutes 10 Seconds East for a distance of 211.91 feet to a point lying in the centerline of a creek, said point being witnessed by a found 1/2" rebar being 17.25' southwest and on line with the following call; thence leaving the centerline of said creek, run South 01 Degrees 16 Minutes 37 Seconds West for a distance of 460.44 feet to a point; thence run South 74 Degrees 37 Minutes 20 Seconds West for a distance of 106.59 feet to a set 1/2" rebar; thence run South 82 Degrees 57 Minutes 40 Seconds West for a distance of 174.33 feet to a found 1/2" rebar; thence run North 85 Degrees 22 Minutes 54 Seconds West for a distance of 265.47 feet to a point; thence run North 01 Degrees 17 Minutes 20 Seconds West for a distance of 283.41 feet to a found 1/2" rebar; thence run North 01 Degrees 17 Minutes 20 Seconds West for a distance of 300.00 feet to a set nail; thence run South 88 Degrees 42 Minutes 40 Seconds West for a distance of 635.15 feet to a set nail lying on the easterly right-of-way of Dawsonville Highway (variable right-of-way), said point lying on a curve to the left, said curve having a radius of 1,453.65 feet, a central angle of 01 Degrees 11 Minutes 14 Seconds, a chord bearing of North 06 Degrees 20 Minutes 31 Seconds West, and an chord length of 30.12 feet; thence run along the arc of said curve and said right-of-way for a distance of 30.12 feet to a set nail; thence leaving said right-of-way, run North 88 Degrees 42 Minutes 40 Seconds East for a distance of 358.49 feet to a set 1/2" rebar; thence run North 01 Degrees 18 Minutes 26 Seconds West for a distance of 178.26 feet to a set 1/2" rebar; thence run South 88 Degrees 41 Minutes 05 Seconds West for a distance of 387.59 feet to a found nail lying on the easterly right-of-way of the aforementioned Dawsonville Highway, said point lying on the curve to the left, said curve having a radius of 1,452.84 feet, a central angle of 06 Degrees 50 Minutes 29 Seconds, a chord bearing of North 17 Degrees 37 Minutes 08 Seconds West and a chord length of 173.37 feet; thence run along the arc of said curve and said right-of-way for a distance of 173.47 feet to a point lying at the intersection between said right-of-way, and the easterly right-of-way of the aforementioned Couch Road; thence leaving said right-of-way of Dawsonville Highway, run North 36 Degrees 16 Minutes 38 Seconds East along said right-of-way of Couch Road for a distance of 66.53 feet to a point; thence run North 18 Degrees 56 Minutes 27 Seconds East along said right-of-way for a distance of 45.15 feet to the POINT OF BEGINNING.

Said parcel contains 700,129 square feet, or **16.073 acres**.

LEGAL DESCRIPTION – TRACT 2

A parcel of land lying in Land Lots 317, 318, 339, 340, and 341 of the 13th District, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Begin at a found 1/2" rebar at the intersection of the line common to Land Lots 316 and 341 and the easterly right-of-way of Couch Road (Private Drive); thence leaving said right-of-way, run South 88 Degrees 10 Minutes 37 Seconds East for a distance of 206.98 feet to a set 1/2" rebar; thence run South 89 Degrees 03 Minutes 22 Seconds East for a distance of 337.50 feet to a found 1/2" open top pipe; thence run South 88 Degrees 58 Minutes 27 Seconds East for a distance of 335.58 feet to a point, said point being the POINT OF BEGINNING of the parcel herein described; thence run South 88 Degrees 58 Minutes 27 Seconds East for a distance of 579.27 feet to a set 1/2" rebar; thence run North 00 Degrees 13 Minutes 32 Seconds East for a distance of 165.34 feet to a set 1/2" rebar lying on the edge of a terrace; thence run along the edge of the terrace the following courses and distances:

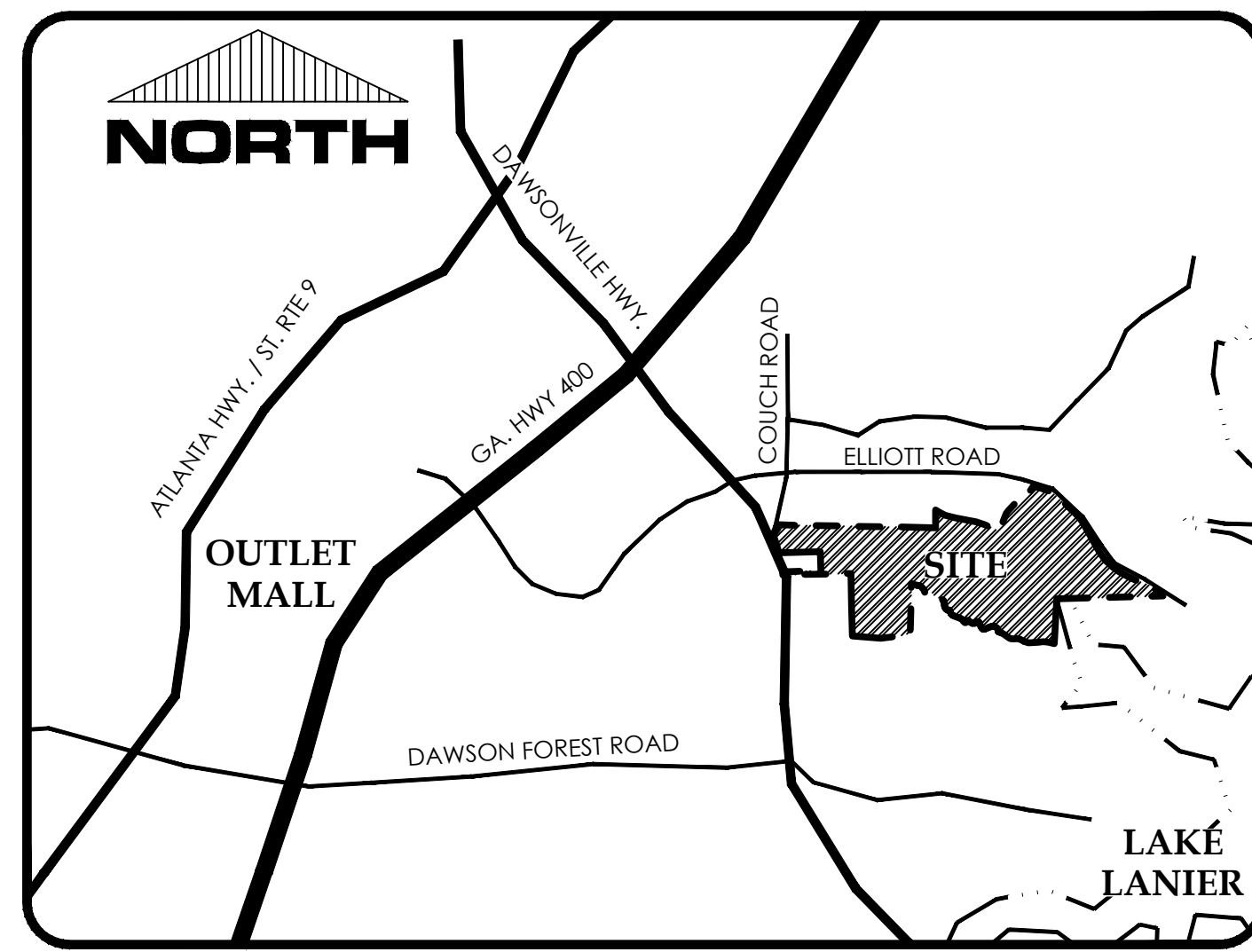
South 57 Degrees 37 Minutes 44 Seconds East for a distance of 39.90 feet to a point;
South 63 Degrees 08 Minutes 44 Seconds East for a distance of 62.00 feet to a point;
South 75 Degrees 49 Minutes 44 Seconds East for a distance of 100.00 feet to a point;
South 79 Degrees 22 Minutes 44 Seconds East for a distance of 196.10 feet to a point;
South 71 Degrees 25 Minutes 44 Seconds East for a distance of 83.80 feet to a point;
South 65 Degrees 27 Minutes 44 Seconds East for a distance of 117.80 feet to a point;
North 77 Degrees 08 Minutes 16 Seconds East for a distance of 25.00 feet to a point;
North 48 Degrees 18 Minutes 16 Seconds East for a distance of 20.80 feet to a point;
North 21 Degrees 38 Minutes 16 Seconds East for a distance of 144.00 feet to a point;
North 38 Degrees 06 Minutes 16 Seconds East for a distance of 32.50 feet to a point;
North 43 Degrees 16 Minutes 16 Seconds East for a distance of 121.50 feet to a point;
North 48 Degrees 41 Minutes 16 Seconds East for a distance of 126.50 feet to a point;
North 54 Degrees 56 Minutes 16 Seconds East for a distance of 38.00 feet to a point;
North 33 Degrees 57 Minutes 21 Seconds East for a distance of 44.90 feet to set 1/2" rebar lying on the westerly right-of-way of Elliot Road (variable right-of-way); thence leaving said terrace, run along said right-of-way the following courses and distances:

South 73 Degrees 03 Minutes 10 Seconds East along said right-of-way for a distance of 101.12 feet to a point;
South 68 Degrees 39 Minutes 24 Seconds East along said right-of-way for a distance of 53.10 feet to a point;
South 56 Degrees 21 Minutes 59 Seconds East along said right-of-way for a distance of 51.76 feet to a point;
South 49 Degrees 33 Minutes 29 Seconds East along said right-of-way for a distance of 131.80 feet to a point;
South 47 Degrees 36 Minutes 49 Seconds East along said right-of-way for a distance of 112.88 feet to a point;
South 43 Degrees 15 Minutes 13 Seconds East along said right-of-way for a distance of 82.37 feet to a point;
South 37 Degrees 34 Minutes 32 Seconds East along said right-of-way for a distance of 45.77 feet to a point;
South 29 Degrees 34 Minutes 34 Seconds East along said right-of-way for a distance of 321.92 feet to a point;
South 32 Degrees 50 Minutes 59 Seconds East along said right-of-way for a distance of 54.50 feet to a point;

LEGAL DESCRIPTION – TRACT 2

South 37 Degrees 50 Minutes 24 Seconds East along said right-of-way for a distance of 40.39 feet to a point;
South 43 Degrees 00 Minutes 07 Seconds East along said right-of-way for a distance of 30.02 feet to a point;
South 49 Degrees 16 Minutes 22 Seconds East along said right-of-way for a distance of 71.54 feet to a point;
South 54 Degrees 16 Minutes 12 Seconds East along said right-of-way for a distance of 68.81 feet to a point;
South 60 Degrees 51 Minutes 58 Seconds East along said right-of-way for a distance of 98.77 feet to a point;
South 67 Degrees 03 Minutes 10 Seconds East along said right-of-way for a distance of 84.09 feet to a point;
South 70 Degrees 38 Minutes 50 Seconds East along said right-of-way for a distance of 86.32 feet to a point;
South 63 Degrees 28 Minutes 38 Seconds East along said right-of-way for a distance of 68.16 feet to a point;
South 54 Degrees 29 Minutes 00 Seconds East along said right-of-way for a distance of 50.35 feet to a point;
South 47 Degrees 28 Minutes 59 Seconds East along said right-of-way for a distance of 80.94 feet to a found 1/2" open top pipe; thence leaving said right-of-way, run South 88 Degrees 23 Minutes 17 Seconds West for a distance of 991.75 feet to a point; thence run South 03 Degrees 06 Minutes 35 Seconds West for a distance of 418.00 feet to a point, said point being the beginning of a Tie Line (Point A) and lying in the centerline of a creek; thence run along the centerline of said creek for a distance of 1,723.00 feet ± to a point (Point B), said point being the end of the aforementioned Tie Line between Point A and Point B, said Tie Line having a bearing of North 67 Degrees 11 Minutes 12 Seconds West and a distance of 1,445.77 feet; thence leaving said Tie Line and the centerline of said creek, thence run North 67 Degrees 11 Minutes 12 Seconds West for a distance of 1,445.77 feet to a point; thence run North 49 Degrees 24 Minutes 10 Seconds West for a distance of 211.91 feet to a point; thence run North 26 Degrees 08 Minutes 07 Seconds East for a distance of 438.02 feet to the POINT OF BEGINNING.

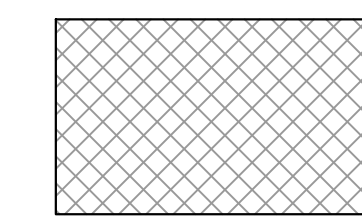
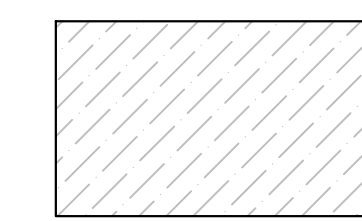

Said parcel contains 1,891,580 square feet, or **43.425 acres**.

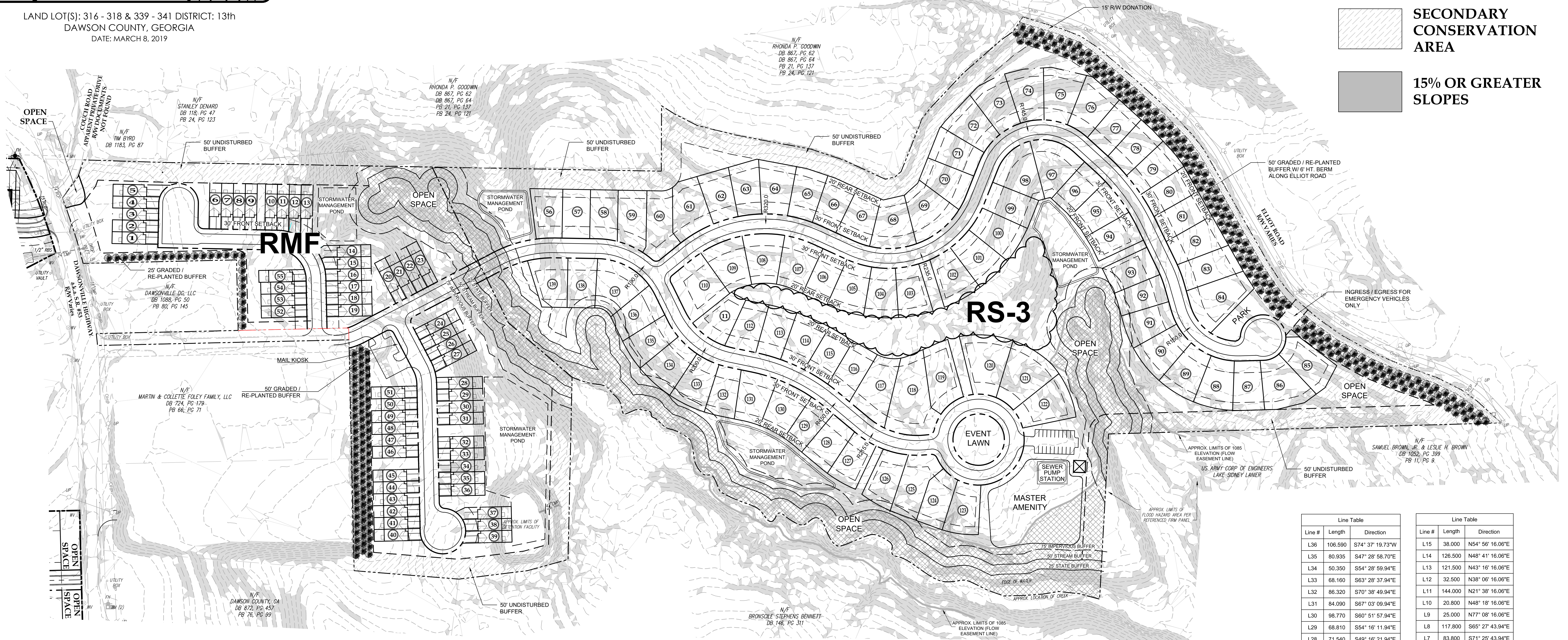


GrandView at Lanier

EXHIBIT A - SETTLEMENT AGREEMENT

LAND LOT(S): 316 - 318 & 339 - 341 DISTRICT: 13th
 DAWSON COUNTY, GEORGIA
 DATE: MARCH 8, 2019

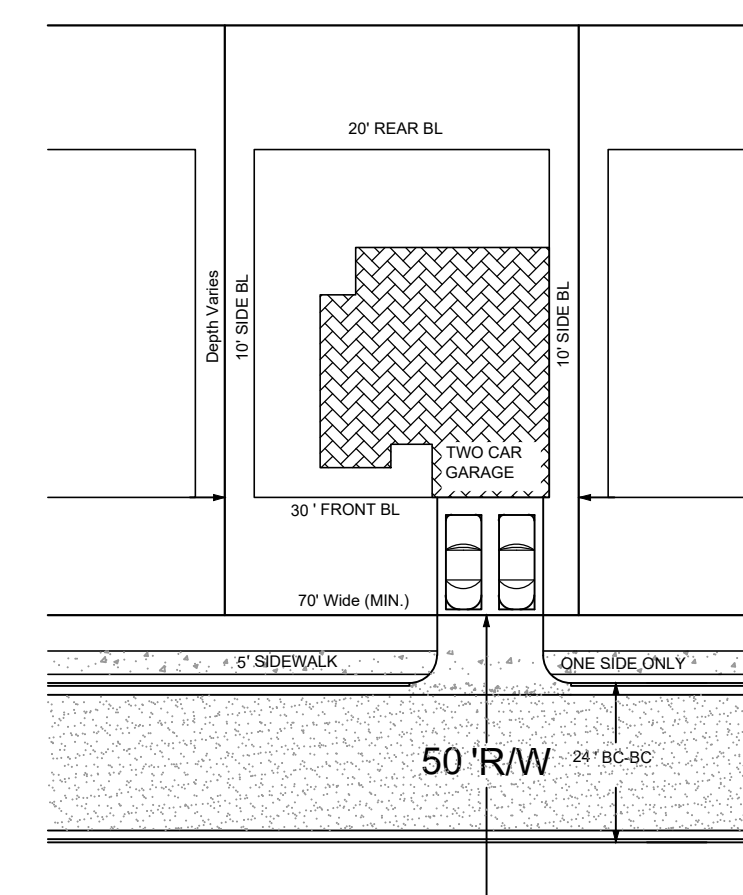
-  PRIMARY CONSERVATION AREA
-  SECONDARY CONSERVATION AREA
-  15% OR GREATER SLOPES



SITE DATA

SITE AREA: 59.497 AC
 EXISTING ZONING: RA
 PROPOSED REZONING: RMF and RS-3
 TOTAL LOTS: 139 (RMF: 55 Units & RS-3: 84 Lots)
 DENSITY: 2.33 UNITS/ACRE
 OPEN SPACE: 23 ACRES

TYPICAL LOT LAYOUT



Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L36	106.590	S74° 37' 19.73"W	L15	38.000	N54° 56' 16.06"E
L35	80.935	S47° 28' 58.70"E	L14	126.500	N48° 41' 16.06"E
L34	50.350	S54° 28' 59.94"E	L13	121.500	N43° 16' 16.06"E
L33	68.160	S63° 28' 37.94"E	L12	32.500	N38° 06' 16.06"E
L32	86.320	S70° 38' 49.94"E	L11	144.000	N21° 38' 16.06"E
L31	84.090	S67° 03' 09.94"E	L10	20.800	N48° 18' 16.06"E
L30	98.770	S60° 51' 57.94"E	L9	25.000	N77° 08' 16.06"E
L29	68.810	S54° 16' 11.94"E	L8	117.800	S65° 27' 43.94"E
L28	71.540	S49° 16' 21.94"E	L7	83.800	S71° 25' 43.94"E
L27	30.020	S43° 00' 06.94"E	L6	196.100	S79° 22' 43.94"E
L26	40.390	S37° 50' 23.94"E	L5	100.000	S75° 49' 43.94"E
L25	54.500	S32° 50' 58.94"E	L4	62.000	S63° 08' 43.94"E
L23	45.770	S37° 34' 31.94"E	L3	39.900	S57° 37' 43.94"E
L22	82.370	S43° 15' 12.94"E	L2	66.535	N36° 16' 38.06"E
L21	112.880	S47° 36' 48.94"E	L1	45.150	N18° 56' 27.06"E
L20	131.800	S49° 33' 28.94"E			
L19	51.760	S56° 21' 58.94"E			
L18	53.100	S68° 39' 23.94"E			
L17	101.120	S73° 03' 09.94"E			
L16	44.900	N33° 57' 21.06"E			

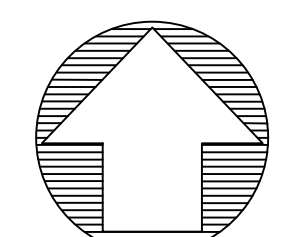
Curve Table			
Curve #	Length	Radius	Delta
C1	173.474	1452.840	6.8413
C2	30.121	1453.650	1.1872



299 South Main Street, Suite A: Alpharetta, GA 30009;
 Phone 770.225.4730; www.aepall.com

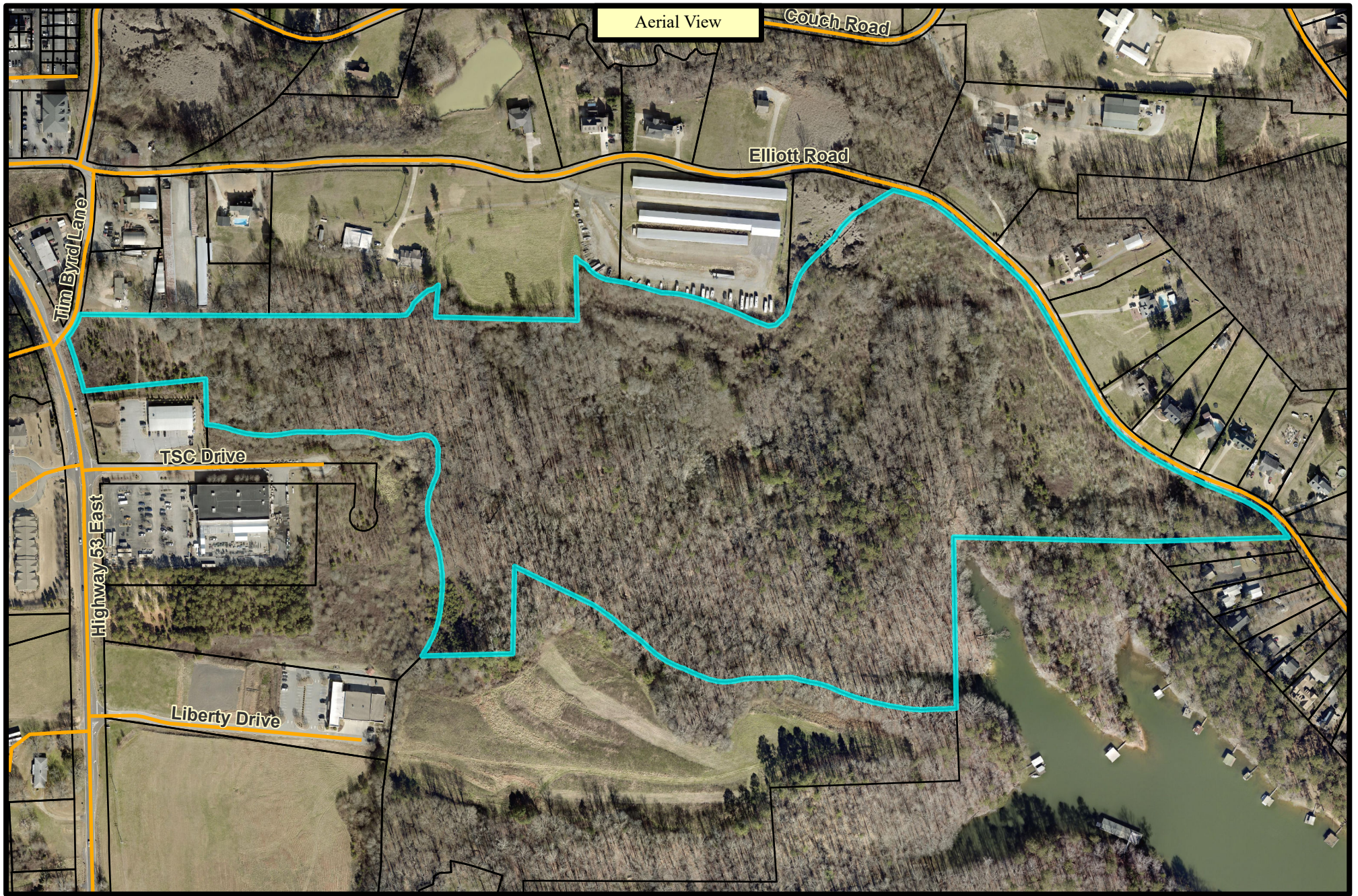


Scale: 1" = 100'



NORTH

DATED: MAY 3, 2022



Aerial View

Couch Road

Elliott Road

Tim Byrd Lane

TSC Drive

Highway 53 East

Liberty Drive



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

N



Scale: 1:5,564

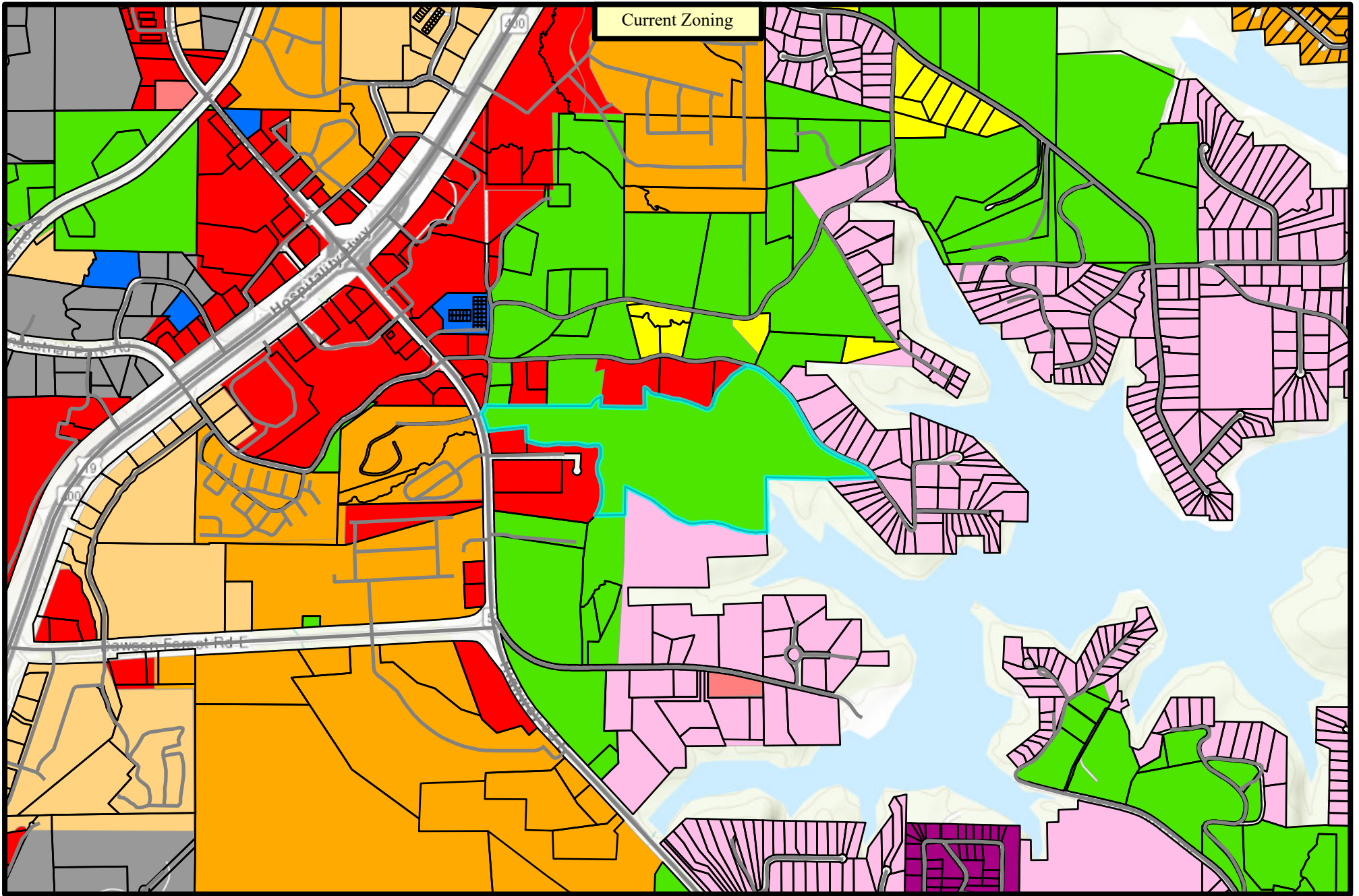
Dawson County

Planning and Development


48


Site Report

Parcel #:L13-081
Current Zoning: RA
FLU: RPC
Application #:ZA 22-13

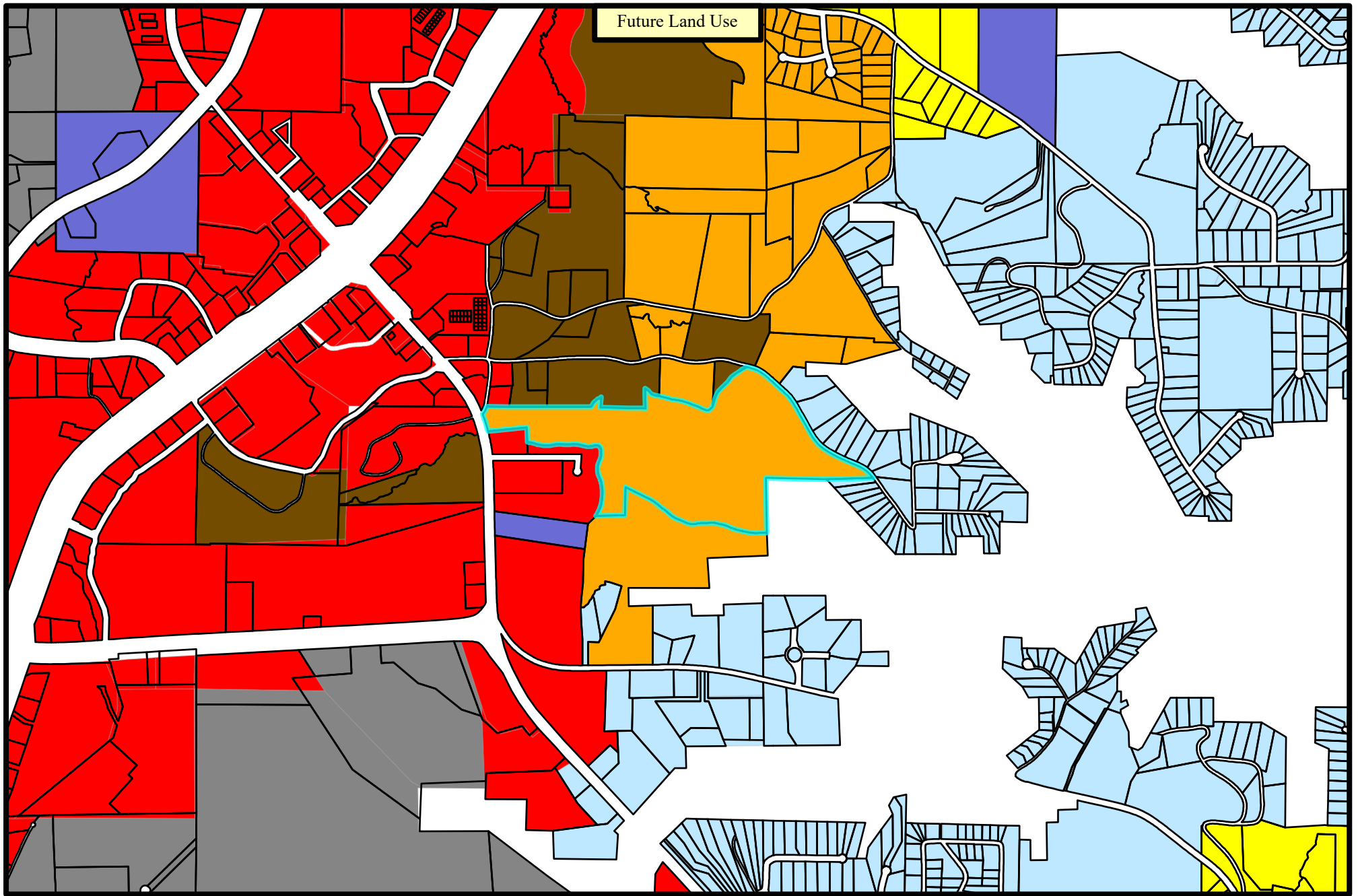


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N

 Scale: 1:17,406


Dawson County
 Planning and Development

 Staff Report

Parcel #:L13-081
 Current Zoning: RA
 FLU: RPC
 Application #:ZA 22-13

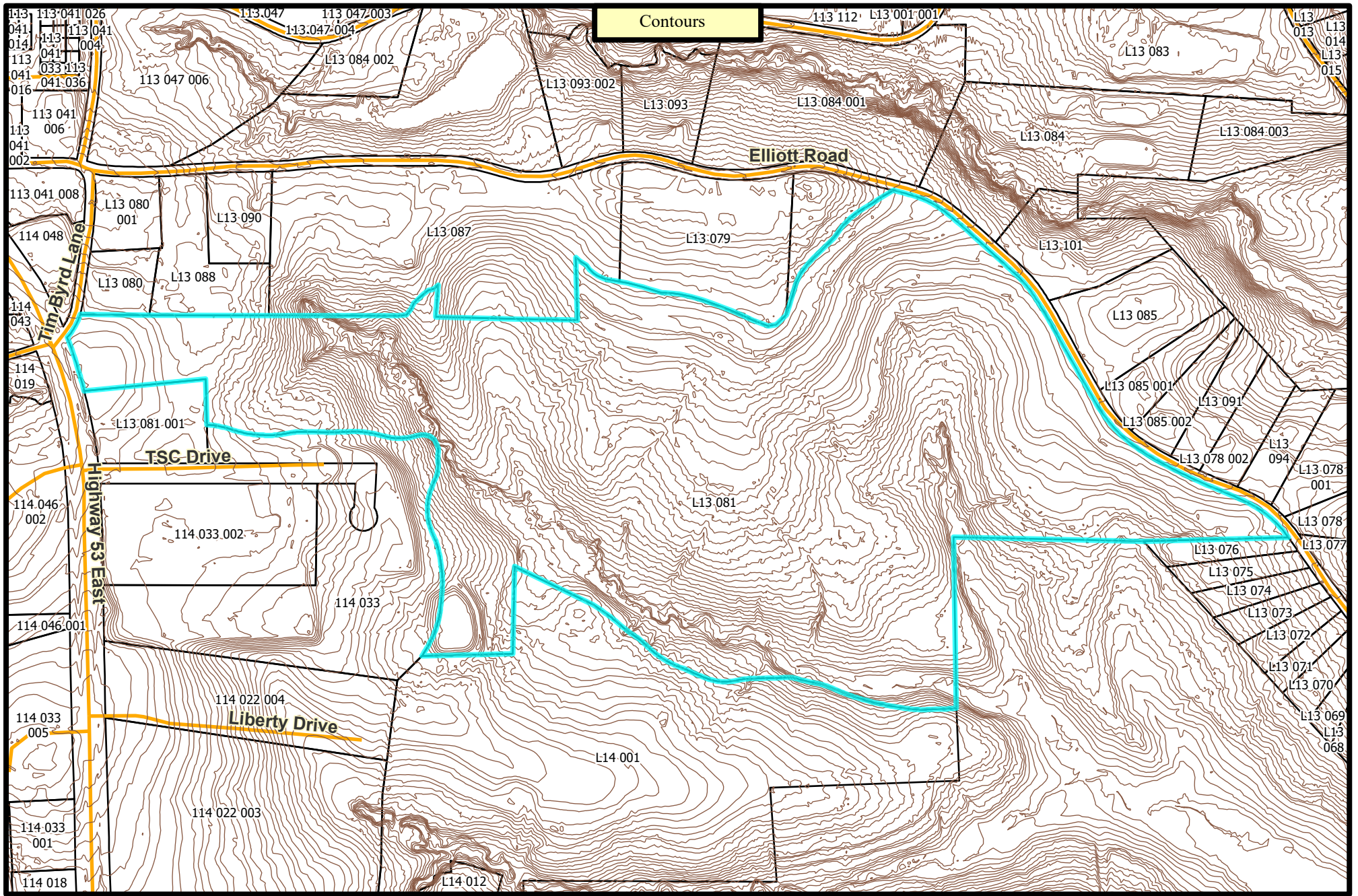


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N

 Scale: 1:17,406

Dawson County
 Planning and Development

 50
 Staff Report

Parcel #:L13-081
 Current Zoning: RA
 FLU: RPC
 Application #:ZA 22-13



Contours

Dawson County

Dawson County
 Planning and Development
 51
 Staff Report

Parcel #: L13-081
 Current Zoning: RA
 FLU: RPC
 Application #: ZA 22-13



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 Scale: 1:5,564

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (“Agreement”) is made as of this 5 day of May, 2022, by and between **DAWSON FOREST HOLDINGS, LLC**, a Georgia limited liability company (“Plaintiff”) and **DAWSON COUNTY BOARD OF COMMISSIONERS; and BILLY THURMOND, SHARON FAUSETT, CHRIS GAINES, JIMMY HAMBY, TIM SATTERFIELD and JULIE HUGHES NIX**, both individually and in their official capacities as **Members of the DAWSON COUNTY BOARD OF COMMISSIONERS** (collectively referred to as the “County” and together with Plaintiff sometimes collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Parties are involved in certain litigation in the Superior Court of Dawson County, Georgia known as Dawson Forest Holdings, LLC, a Georgia limited liability company v. Dawson County Board Of Commissioners; and Billy Thurmond, Sharon Fausett, Chris Gaines, Jimmy Hamby, Tim Satterfield, and Julie Hughes Nix, both individually and in their official capacities as Members of the Dawson County Board of Commissioners, Superior Court of Dawson County, Georgia, Civil Action Number 2018-CV-0049 (“Litigation”), arising out of application for a rezoning number ZA 17-08 (“Application”);

WHEREAS, Plaintiff owns approximately 59.497 acres of property commonly known as 6903 Hwy 53 E, Dawsonville, Georgia 30534 and a portion of 7142 Hwy 53 E, Dawsonville, Georgia 30534, also known as Tax Parcel L13-081 and a portion of Tax Parcel 114-033 in Dawson County, Georgia, as more fully depicted in the Rezoning Exhibit by Alliance Engineering and Planning dated May 3, 2022 (“Site Plan”) attached hereto as Exhibit “A” and incorporated by reference herein, (“Property”);

WHEREAS, Miles Hansford & Tallant, LLC filed the Application on November 9, 2017, seeking to rezone the Property from R-A to RMF, originally for a proposed residential community consisting of 177 single family homes;

WHEREAS, the County denied the Application on January 18, 2018;

WHEREAS, in the Litigation, Plaintiff seeks to rescind the County’s denial of the Application and to have the Property rezoned from R-A to RMF; and

WHEREAS, the Parties hereto now desire to effect a negotiated settlement of each and every dispute between and among them, entered into voluntarily, for the purpose of resolving the Litigation without further trouble and expense, and to provide for a mutual general release of claims, all as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all the parties hereto, intending to be legally bound, hereby agree as follows:

1. The County agrees to promptly initiate and diligently pursue a proposed rezoning of the Property, subject to all applicable rules and regulations of the Dawson County Zoning Ordinance, with a split zoning whereby 16.073+/- acres of the Property, which is identified and defined in Exhibit "C-1" attached hereto and incorporated herein by reference ("Tract 1 Property") will be zoned RMF, and the remaining 43.425+/- acres of the Property, which is identified and defined in Exhibit "C-2" attached hereto and incorporated herein by reference ("Tract 2 Property") will be zoned to the RS-3 zoning designation, to allow the Property to be developed for a residential community consisting of 55 attached townhome units and 84 single-family homes in substantial compliance with the site plan attached hereto and incorporated herein as Exhibit "A". The proposed rezoning shall also include the following variances:
2. In addition, the rezoning of the Property, if approved, shall be subject to the conditions set forth in Exhibit "B" attached hereto and incorporated herein by reference.
3. The Parties agree that contract zoning is not permissible in Georgia. The Parties agree that the County's willingness to enter into this Agreement shall not be construed as the County's advance agreement to (and the County is specifically not agreeing to) rezone the Property to any particular zoning designation or to rezone the Property at all. Plaintiff agrees that the County shall retain full legislative discretion to approve, approve with conditions, or deny outright the contemplated rezoning. This Agreement simply reflects the County's agreement to proceed with a County-initiated rezoning of the Property for further consideration of the public and the Board of Commissioners.
4. If the rezoning is approved as specified in Paragraphs 1 and 2 (to include conformance with Exhibits "A" and "B"), to include the conditions incorporated therein, Plaintiff shall file a Dismissal with Prejudice of the Litigation with the Clerk of the Superior Court within five (5) business days of the County's approval of the above-described rezoning. All Parties shall bear their own respective fees and costs, including attorney's fees. For purposes of this Agreement, zoning "approval" shall mean final approval by the County without appeal (i.e., upon expiration of the applicable 30-day appeal period) or as such approval stands at the conclusion of any such appeal.
5. **NOTICE.** All notices required or permitted to be given hereunder shall be in writing, delivered in person or mailed postage prepaid by certified or registered mail, return receipt requested, and shall be effective from the date of mailing or upon delivery by hand. Notices shall be directed as follows:

To Plaintiff:	Joshua A. Scoggins, Esq. Lauren C. Giles, Esq. Miles Hansford Tallant, LLC
---------------	--

202 Tribble Gap Road, Suite 200
Cumming, Georgia 30040

To the County: Dawson County Board of Commissioners
ATTN: David Headley, County Manager
25 Justice Way, Suite 2236
Dawsonville, Georgia 30534

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

6. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Parties and all previous discussions, understandings, and agreements with respect to the matters included in this Agreement are merged herein. This Agreement may not be changed orally but only in writing, signed by the Parties hereto, and shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, affiliates, partnerships, corporations, legal representatives, shareholders, directors, officers, employees, agents, contractors, attorneys, and insurers.
7. **CONSULTATION WITH COUNSEL.** The Parties affirm that they have consulted with counsel, that they have been advised of their rights, and that the terms of this Agreement have been completely read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, on account of the claims above-mentioned.
8. **RIGHT TO ENFORCE THIS AGREEMENT.** The Parties' releases contained herein shall not be a bar to enforcing this Agreement.
9. **COMPROMISE OF DISPUTES; NO ADMISSION OF LIABILITY.** This Agreement represents the compromise of disputed claims and is not an admission of liability by any Party. Neither the existence of this Agreement, nor the settlement and release accomplished by this Agreement, shall be cited, used, construed, or interpreted as an admission of liability by any Party. Further it is understood and agreed by the Parties that the consideration given pursuant to this Agreement is not to be construed in any way as an admission of liability by any Party but, rather, that said consideration is given in compromise and settlement of the disputes identified herein. This Agreement is given by the Parties voluntarily and is not based upon any representation or statement of any kind made by any Party or their representatives as to the merits, legal liability or value of any claim against any Party (and all subsidiaries, divisions and related companies) or any matter relating thereto. It is expressly agreed that all liability of any kind whatsoever to the other Parties is denied and that the sole purpose of this Agreement is to avoid the costs and risks attendant to litigation.

10. **MUTUAL RELEASE.** As of the date of the final execution of this Agreement by all Parties and effective and contingent upon finalization of a rezoning in compliance with Paragraphs 1 and 2 of this Agreement (to include conformance with Exhibits "A" and "B"), each Party, on behalf of itself, its directors, officers, elected and appointed officials, employees, parent companies, wholly-owned subsidiaries, partners, shareholders, insurers, heirs, successors and assigns, agents, affiliates, representatives, servants, attorneys and each of them, does voluntarily hereby fully and forever mutually release, acquit, and discharge each of the other Parties and those Parties' respective directors, officers, elected and appointed officials, employees, parent companies, wholly-owned subsidiaries, partners, shareholders, insurers, successors and assigns, agents, affiliates, representatives, servants, and attorneys from any and all past, present or future claims, debts, compensation, liabilities, demands, obligations, damages, costs, statutory penalties, expenses, attorneys' fees, judgments, suits, grievances, actions and causes of action whatsoever, of every nature, character or description, whether in law or in equity, whether known or unknown, whether contingent or non-contingent or whether past, present or future, which a Party may now or hereafter have or assert related to the disputes described herein and/or in the Litigation.
11. **FUTURE ACTION.** The Parties agree if the rezoning is approved pursuant to Paragraphs 1 and 2 of this Agreement (to include conformance with Exhibits "A" and "B") that they will not hereafter commence any civil action or make any claim against each other arising out of or related to the disputes released herein.
12. **HEIRS, SUCCESSORS AND ASSIGNS.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators, legal representatives, successors, agents, elected and appointed officials and assigns. Further, the Parties represent and warrant that no claims, rights or obligations related to the disputes addressed by this Agreement have been assigned or transferred, expressly or impliedly by operation of law, to any other person or party, and no person or parties are subrogated to the rights of the Parties in this matter, and all claims released herein are owned exclusively by the Parties with sole authority to release them.
13. **BROADLY CONSTRUED.** The Parties intend that this Agreement be construed as broadly as possible to effectuate their intention that complete, mutual releases be exchanged. Nothing contained in the releases, however, shall affect any claim arising under or related to this Agreement, pursuant to which these mutual releases are given, arising on or after the date of final execution of this Agreement.
14. **INVALIDITY OF PROVISIONS; SEVERABILITY.** Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of the Agreement shall remain in full force and effect to the extent possible, as if the Agreement had been executed with the

invalid portion hereof eliminated and, if applicable, compliant language inserted, it being the intention of the Parties that they would have executed the Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

15. **AGREEMENT CONSTRUCTION AND INTERPRETATION.** The Parties represent that they have reviewed and become familiar with this Agreement and have notified the other party of any discrepancies, conflicts or errors. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions. In the interest of brevity, the Agreement may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Further, as used in this Agreement, the plural includes the singular, and the singular includes the plural.
16. **ATTORNEYS’ FEES.** Each Party shall bear its own costs and attorneys’ fees, including all costs, attorneys’ fees and expenses, related to the settlement of the disputes described herein.
17. **AMENDMENTS.** This Agreement may be amended, modified or altered at any time only upon the approval of all Parties; any such amendment must be in writing and signed by all Parties in order for such amendment to be of any force and effect.
18. **SURVIVAL.** All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.
19. **APPLICABLE LAW.** This Agreement shall be subject to and governed by the laws of the State of Georgia, without regard to conflict of law rules. The Parties hereby consent that jurisdiction is proper in the State of Georgia for any action arising out of, under, or in connection with this Agreement, and that venue is proper exclusively in the Superior Court of Dawson County, Georgia, for any action arising out of this Agreement.
20. **COUNTERPARTS.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of this Agreement.
21. **NOT EVIDENCE.** This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

22. **FURTHER ACTS.** In addition to the acts recited in this Agreement, the Parties agree to perform, or cause to be performed on the date of this Agreement, or thereafter, any and all such further acts as may be reasonably necessary to consummate this Agreement. Each of the Parties agrees to execute and deliver all such documents and instruments as may be necessary and appropriate to effectuate the terms of this Agreement.
23. **AUTHORITY.** Each person(s) executing this Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and caused their respective seals to be hereunto affixed, all to be effective as of the day and year first above-written.

PLAINTIFF:

DAWSON FOREST HOLDINGS, LLC

By: 
Its: MEMBER

COUNTY:

DAWSON COUNTY, GEORGIA

By: 
Billy Thurmond, Chairman
Board of Commissioners

[SEAL]

ATTEST:


Clerk, Board of Commissioners

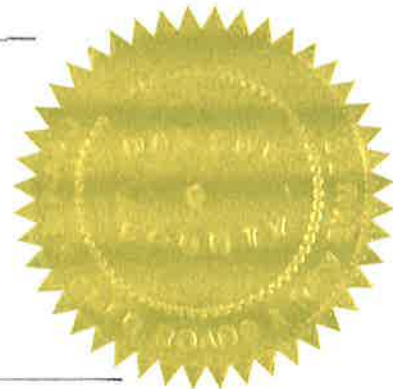


EXHIBIT B

1. There shall be a maximum of 139 total lots.
2. There shall be a minimum of 23 acres of open space.
3. The Property shall be developed in substantial compliance with the concept plan attached as "Exhibit A"
4. Construction on site will be creatively arranged so as the total average gross density does not exceed 2.3 units per acre.
5. Owner shall dedicate a 15 foot right of way along Elliott Road
6. A 50-foot buffer along Elliot Road shall be graded and replanted to include a 6-foot berm along Elliott Road.
7. A single emergency access shall be required along Elliott Road, which shall be gated, grassed, load bearing, and approved for emergency vehicles.
8. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks of state waters as measured from the top of the bank except for perpendicular road and utility crossings as shown on Exhibit "A".
9. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, wherein all impervious cover shall be prohibited, except for stormwater management facilities.
10. A 50-foot undisturbed buffer shall be maintained along the northern boundary
11. A 25-foot graded and replanted buffer shall be maintained along the northern and eastern boundary of the "dollar general" parcel, Parcel L13-081-001.
12. A 50-foot graded and replanted buffer shall be maintained along the subject property's western boundary with the Foley Family parcel, Parcel 114-033-002.
13. A common mailbox area shall be provided and must include a roofed area to provide shelter to patrons from the elements and provide a fixed trashcan or recycling bin within the covered area.
14. Townhomes shall have a minimum heated (conditioned) area of 1000 square feet.
15. The plans are subject to review by Georgia Department of Transportation (SR53 -ROW)
16. The plans are subject to review by the Georgia Mountains Regional Center (DRI threshold).
17. Single Family Attached Wall Finishes shall, at a minimum be constructed with accents of brick or stone on front facades and the balance of the homes may be the same or fiber cement siding.

EXHIBIT C-1

LEGAL DESCRIPTION – TRACT 1

A parcel of land lying in Land Lots 316 and 341 of the 13th District, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Begin at a found 1/2" rebar at the intersection of the line common to Land Lots 316 and 341 and the easterly right-of-way of Couch Road (Private Drive); thence leaving said right-of-way, run South 88 Degrees 10 Minutes 37 Seconds East for a distance of 206.98 feet to a set 1/2" rebar; thence run South 89 Degrees 03 Minutes 22 Seconds East for a distance of 337.50 feet to a found 1/2" open top pipe; thence run South 88 Degrees 58 Minutes 27 Seconds East for a distance of 335.58 feet to a point; thence run South 26 Degrees 13 Minutes 33 Seconds East for a distance of 378.11 feet to a point; thence run South 49 Degrees 24 Minutes 10 Seconds East for a distance of 211.91 feet to a point lying in the centerline of a creek, said point being witnessed by a found 1/2" rebar being 17.25' southwest and on line with the following call; thence leaving the centerline of said creek, run South 01 Degrees 16 Minutes 37 Seconds West for a distance of 460.44 feet to a point; thence run South 74 Degrees 37 Minutes 20 Seconds West for a distance of 106.59 feet to a set 1/2" rebar; thence run South 82 Degrees 57 Minutes 40 Seconds West for a distance of 174.33 feet to a found 1/2" rebar; thence run North 85 Degrees 22 Minutes 54 Seconds West for a distance of 265.47 feet to a point; thence run North 01 Degrees 17 Minutes 20 Seconds West for a distance of 283.41 feet to a found 1/2" rebar; thence run North 01 Degrees 17 Minutes 20 Seconds West for a distance of 300.00 feet to a set nail; thence run South 88 Degrees 42 Minutes 40 Seconds West for a distance of 635.15 feet to a set nail lying on the easterly right-of-way of Dawsonville Highway (variable right-of-way), said point lying on a curve to the left, said curve having a radius of 1,453.65 feet, a central angle of 01 Degrees 11 Minutes 14 Seconds, a chord bearing of North 06 Degrees 20 Minutes 31 Seconds West, and an chord length of 30.12 feet; thence run along the arc of said curve and said right-of-way for a distance of 30.12 feet to a set nail; thence leaving said right-of-way, run North 88 Degrees 42 Minutes 40 Seconds East for a distance of 358.49 feet to a set 1/2" rebar; thence run North 01 Degrees 18 Minutes 26 Seconds West for a distance of 178.26 feet to a set 1/2" rebar; thence run South 88 Degrees 41 Minutes 05 Seconds West for a distance of 387.59 feet to a found nail lying on the easterly right-of-way of the aforementioned Dawsonville Highway, said point lying on the curve to the left, said curve having a radius of 1,452.84 feet, a central angle of 06 Degrees 50 Minutes 29 Seconds, a chord bearing of North 17 Degrees 37 Minutes 08 Seconds West and a chord length of 173.37 feet; thence run along the arc of said curve and said right-of-way for a distance of 173.47 feet to a point lying at the intersection between said right-of-way, and the easterly right-of-way of the aforementioned Couch Road; thence leaving said right-of-way of Dawsonville Highway, run North 36 Degrees 16 Minutes 38 Seconds East along said right-of-way of Couch Road for a distance of 66.53 feet to a point; thence run North 18 Degrees 56 Minutes 27 Seconds East along said right-of-way for a distance of 45.15 feet to the POINT OF BEGINNING.

Said parcel contains 700,129 square feet, or 16.073 acres.

EXHIBIT C-2

LEGAL DESCRIPTION – TRACT 2

A parcel of land lying in Land Lots 317, 318, 339, 340, and 341 of the 13th District, 1st Section, Dawson County, Georgia and being more particularly described as follows:

Begin at a found 1/2" rebar at the intersection of the line common to Land Lots 316 and 341 and the easterly right-of-way of Couch Road (Private Drive); thence leaving said right-of-way, run South 88 Degrees 10 Minutes 37 Seconds East for a distance of 206.98 feet to a set 1/2" rebar; thence run South 89 Degrees 03 Minutes 22 Seconds East for a distance of 337.50 feet to a found 1/2" open top pipe; thence run South 88 Degrees 58 Minutes 27 Seconds East for a distance of 335.58 feet to a point, said point being the POINT OF BEGINNING of the parcel herein described; thence run South 88 Degrees 58 Minutes 27 Seconds East for a distance of 579.27 feet to a set 1/2" rebar; thence run North 00 Degrees 13 Minutes 32 Seconds East for a distance of 165.34 feet to a set 1/2" rebar lying on the edge of a terrace; thence run along the edge of the terrace the following courses and distances:

South 57 Degrees 37 Minutes 44 Seconds East for a distance of 39.90 feet to a point;

South 63 Degrees 08 Minutes 44 Seconds East for a distance of 62.00 feet to a point;

South 75 Degrees 49 Minutes 44 Seconds East for a distance of 100.00 feet to a point;

South 79 Degrees 22 Minutes 44 Seconds East for a distance of 196.10 feet to a point;

South 71 Degrees 25 Minutes 44 Seconds East for a distance of 83.80 feet to a point;

South 65 Degrees 27 Minutes 44 Seconds East for a distance of 117.80 feet to a point;

North 77 Degrees 08 Minutes 16 Seconds East for a distance of 25.00 feet to a point;

North 48 Degrees 18 Minutes 16 Seconds East for a distance of 20.80 feet to a point;

North 21 Degrees 38 Minutes 16 Seconds East for a distance of 144.00 feet to a point;

North 38 Degrees 06 Minutes 16 Seconds East for a distance of 32.50 feet to a point;

North 43 Degrees 16 Minutes 16 Seconds East for a distance of 121.50 feet to a point;

North 48 Degrees 41 Minutes 16 Seconds East for a distance of 126.50 feet to a point;

North 54 Degrees 56 Minutes 16 Seconds East for a distance of 38.00 feet to a point;

North 33 Degrees 57 Minutes 21 Seconds East for a distance of 44.90 feet to set 1/2" rebar lying on the westerly right-of-way of Elliot Road (variable right-of-way); thence leaving said terrace, run along said right-of-way the following courses and distances:

South 73 Degrees 03 Minutes 10 Seconds East along said right-of-way for a distance of 101.12 feet to a point;

South 68 Degrees 39 Minutes 24 Seconds East along said right-of-way for a distance of 53.10 feet to a point;

South 56 Degrees 21 Minutes 59 Seconds East along said right-of-way for a distance of 51.76 feet to a point;

EXHIBIT C-2

LEGAL DESCRIPTION – TRACT 2

South 49 Degrees 33 Minutes 29 Seconds East along said right-of-way for a distance of 131.80 feet to a point;

South 47 Degrees 36 Minutes 49 Seconds East along said right-of-way for a distance of 112.88 feet to a point;

South 43 Degrees 15 Minutes 13 Seconds East along said right-of-way for a distance of 82.37 feet to a point;

South 37 Degrees 34 Minutes 32 Seconds East along said right-of-way for a distance of 45.77 feet to a point;

South 29 Degrees 34 Minutes 34 Seconds East along said right-of-way for a distance of 321.92 feet to a point;

South 32 Degrees 50 Minutes 59 Seconds East along said right-of-way for a distance of 54.50 feet to a point;

South 37 Degrees 50 Minutes 24 Seconds East along said right-of-way for a distance of 40.39 feet to a point;

South 43 Degrees 00 Minutes 07 Seconds East along said right-of-way for a distance of 30.02 feet to a point;

South 49 Degrees 16 Minutes 22 Seconds East along said right-of-way for a distance of 71.54 feet to a point;

South 54 Degrees 16 Minutes 12 Seconds East along said right-of-way for a distance of 68.81 feet to a point;

South 60 Degrees 51 Minutes 58 Seconds East along said right-of-way for a distance of 98.77 feet to a point;

South 67 Degrees 03 Minutes 10 Seconds East along said right-of-way for a distance of 84.09 feet to a point;

South 70 Degrees 38 Minutes 50 Seconds East along said right-of-way for a distance of 86.32 feet to a point;

South 63 Degrees 28 Minutes 38 Seconds East along said right-of-way for a distance of 68.16 feet to a point;

South 54 Degrees 29 Minutes 00 Seconds East along said right-of-way for a distance of 50.35 feet to a point;

South 47 Degrees 28 Minutes 59 Seconds East along said right-of-way for a distance of 80.94 feet to a found 1/2" open top pipe; thence leaving said right-of-way, run South 88 Degrees 23 Minutes 17 Seconds West for a distance of 991.75 feet to a point; thence run South 03 Degrees 06 Minutes 35 Seconds West for a distance of 418.00 feet to a point, said point being the beginning of a Tie Line (Point A) and lying in the centerline of a creek; thence run along the centerline of said creek for a distance of 1,723.00 feet ± to a point (Point B), said point being the end of the aforementioned Tie Line between

EXHIBIT C-2

LEGAL DESCRIPTION – TRACT 2

Point A and Point B, said Tie Line having a bearing of North 67 Degrees 11 Minutes 12 Seconds West and a distance of 1,445.77 feet; thence leaving said Tie Line and the centerline of said creek, thence run North 67 Degrees 11 Minutes 12 Seconds West for a distance of 1,445.77 feet to a point; thence run North 49 Degrees 24 Minutes 10 Seconds West for a distance of 211.91 feet to a point; thence run North 26 Degrees 08 Minutes 07 Seconds East for a distance of 438.02 feet to the POINT OF BEGINNING.

Said parcel contains 1,891,580 square feet, or 43.425 acres.

EXHIBIT B

1. There shall be a maximum of 139 total lots.
2. There shall be a minimum of 23 acres of open space.
3. The Property shall be developed in substantial compliance with the concept plan attached as "Exhibit A"
4. Construction on site will be creatively arranged so as the total average gross density does not exceed 2.3 units per acre.
5. Owner shall dedicate a 15 foot right of way along Elliott Road
6. A 50-foot buffer along Elliot Road shall be graded and replanted to include a 6-foot berm along Elliott Road.
7. A single emergency access shall be required along Elliott Road, which shall be gated, grassed, load bearing, and approved for emergency vehicles.
8. An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks of state waters as measured from the top of the bank except for perpendicular road and utility crossings as shown on Exhibit "A".
9. An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, wherein all impervious cover shall be prohibited, except for stormwater management facilities.
10. A 50-foot undisturbed buffer shall be maintained along the northern boundary
11. A 25-foot graded and replanted buffer shall be maintained along the northern and eastern boundary of the "dollar general" parcel, Parcel L13-081-001.
12. A 50-foot graded and replanted buffer shall be maintained along the subject property's western boundary with the Foley Family parcel, Parcel 114-033-002.
13. A common mailbox area shall be provided and must include a roofed area to provide shelter to patrons from the elements and provide a fixed trashcan or recycling bin within the covered area.
14. Townhomes shall have a minimum heated (conditioned) area of 1000 square feet.
15. The plans are subject to review by Georgia Department of Transportation (SR53 -ROW)
16. The plans are subject to review by the Georgia Mountains Regional Center (DRI threshold).
17. Single Family Attached Wall Finishes shall, at a minimum be constructed with accents of brick or stone on front facades and the balance of the homes may be the same or fiber cement siding.
- 17-18. A graded and replanted buffer of fifty feet (50') in width shall be installed on the subject property along its common boundary line with Tax Parcel L13-088 (currently owned by Stanley Denard).



DAWSON COUNTY BOARD OF COMMISSIONERS AGENDA FORM

Department: **Emergency Services**

Work Session: **5.19.22**

Prepared By: **Danny Thompson**

Voting Session: **6.2.22**

Presenter: **Danny Thompson**

Public Hearing: Yes No

Agenda Item Title: **Ambulance Billing Policy Change**

Background Information:

In February 2017, Dawson County created and updated its current billing policy. The purpose of this policy was to establish billing and collections procedures for ambulance transports provided by Dawson County Emergency Services. This is done so to lessen the burden on our taxpaying citizens who may not use the service.

Current Information:

We are requesting to amend the policy and clean up language within that policy. We last revised this policy in April of 2021 and removed the fee schedule. After a careful review by finance and fire department staff, we identified several areas of the policy that needed minor changes.

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

Fund	Dept.	Acct No.	Budget	Balance	Requested	Remaining

Recommendation/Motion: Approve agenda item

Department Head Authorization: DT

Date: 4.26.22

Finance Dept. Authorization: Vickie Neikirk

Date: 5/10/22

County Manager Authorization: _____

Date: _____

County Attorney Authorization: _____

Date: _____

Comments/Attachments:

DAWSON COUNTY EMS BILLING AND COLLECTIONS POLICY

POLICY DATE: June 3, 2021 with revisions April 21, 2022

1.0 PURPOSE

To establish billing and collection procedures for ambulance transport and emergency medical services provided by the Dawson County Emergency Services Department (DCES) to recover costs for the program and to lessen the burden on taxpaying citizens who may not use the service.

2.0 SCOPE

Dawson County (County) contracts with a third-party billing contractor, who is authorized to invoice financially responsible parties for services rendered according to the fee schedule and subject policies. These policies generally apply to pre-hospital emergency services and ancillary medical services provided by DCES.

3.0 DEFINITIONS

- a. Advanced Life Support (ALS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services, and the administration of at least one (1) ALS intervention. This includes all basic life support measures, plus invasive medical procedures, including intravenous therapy, intraosseous therapy, administration of anti-arrhythmic medications and other specified drugs, medications, and solutions; use of advanced adjunctive ventilation devices and techniques to provide ventilator support to include endotracheal intubation and chest decompression; the use of a cardiac monitor for the purpose of manual defibrillation, cardio version, and/or cardiac pacing, and other procedures that may be authorized by state law and performed under medical control.
- b. Basic Life Support (BLS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services and either a BLS assessment by ALS or BLS personnel, or the provision of at least one (1) BLS intervention or transport. Generally limited to airway maintenance, CPR, hemorrhage control, splinting of suspected fractures, management of spinal injury, basic vital and signs assessment.
- c. Billing Contractor: A third party company licensed and contracted to provide ambulance billing services for Dawson County.
- d. Financially Responsible Party: The party that has responsibility for all or a portion of the patient's healthcare costs; includes health insurance, the patient directly, a guardian or other guarantor, or other third party that is not a health insurance plan.
- e. Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996; as amended.
- f. Insurer: The party in an insurance contract undertaking to pay compensation. This may include Medicaid, Medicare, Tricare, and private insurance companies.
- g. Mileage (loaded): The number of miles for which the patient is transported in the ambulance vehicle.
- h. Patient: A person receiving emergency medical care by DCES.
- i. Patient Care Report (PCR): A legal document used to collect essential elements of patient assessment, care, insurance, and transport. The electronic copy is known as an EPCR.

4.0 EMERGENCY MEDICAL SERVICES FEE SCHEDULE

The following is the schedule of fees and charges:

<u>Service</u>	<u>Rate</u>
Advanced Life Support (ALS) (Level 1 Non-Emergency)	\$550.00
Advanced Life Support (ALS) (Level 1 Emergency)	\$850.00
Advanced Life Support (ALS) (Level 2)	\$1,000.00
Basic Life Support (BLS) (Non-Emergency)	\$475.00
Basic Life Support (BLS) (Emergency)	\$675.00
Treatment/No Transport	\$300.00
Mileage (Loaded Per Mile)	\$15.00
Non-Sufficient Funds Fee	\$35.00

5.0 BILLING PROCEDURES

- a. Intake of patient information will be performed by DCES personnel in compliance with HIPAA policies.
- b. Patient Care Reports (PCRs) will be submitted electronically to the billing contractor by DCES personnel who provided the patient care.
- c. The billing contractor will promptly file claims within (3) days with insurers upon receiving appropriate information from the patient or financially responsible party.
- d. If no insurance information can be obtained, or if the patient is uninsured, patient may submit an application for a financial hardship or arrange a payment plan.
- e. Once the insurer has remitted payment, it will be the responsibility of the billing contractor to invoice the patient, or financially responsible party for remaining charges.
- f. The billing contractor will invoice the patient for services provided by DCES.
 - i. Following the initial invoice, the billing contractor will provide four (4) monthly statements during the billing cycle.
 - ii. The billing contractor will attempt to contact the patient fifteen (15) days before the billing cycle ends to request payment or arrange a payment plan.
- g. After one hundred eighty (180) days, any outstanding patient account balance not in a valid current payment plan status will be classified as delinquent and sent to a collection agency selected and approved by the County.
- h. If a patient or financially responsible party arranges a payment plan and the account reflects 60 days with non-payment then the payment plan arrangement will be in default and the account will be turned over to the collection agency.
- i. The billing contractor shall submit monthly statements and operations reports to the County and a report of outstanding patient accounts older than 180 days to the collection agency and to the County.

6.0 PAYMENT

- a. The patient or financially responsible party may submit appropriate payment by phone, postal mail, or online. Acceptable forms of payment include personal check, money order, or credit card. Credit card payments will incur a processing fee.
- b. All checks rendered with non-sufficient funds (NSF) will have the authorized fee added to their account balance.

7.0 FINANCIAL HARDSHIPS & PAYMENT PLANS

- a. If a patient does not qualify for Medicare or Medicaid and is not privately insured, a waiver may be granted upon approved application, based on the most recent poverty guidelines of the United States Department of Health and Human Services and Dawson County.
- b. If a patient does not meet the poverty guidelines, the patient may, upon application, be approved for a payment plan based on their ability to pay.
- c. Patients or financially responsible parties who receive approval for a payment plan shall make minimum monthly payments based on their ability to pay until the balance is paid in full.
- d. All documentation for hardships and payment plans are subject to confidentiality.

8.0 ADJUSTMENTS & WRITE-OFFS

- a. The County authorizes the billing contractor to write-off or adjust for the following accounts:
 - i. All Medicaid, Medicare, or other Federal Government sponsored contractual adjustments.
 - ii. Balances owed after Medicare, Medicaid, private insurance or the uninsured for local recipients who have indicated their inability to pay their outstanding balance after approval based on financial hardship requirements.
 - iii. Accounts of deceased patients shall be written off when the County is presented with a copy of a death certificate.
- b. After past due accounts are sent to the contracted collections agency and all efforts to collect the past due amount have been exhausted, the accounts will be written off as bad debt. Following the Georgia statute of limitations, accounts that remain outstanding for 4 years after being transferred to collections will be considered for write off. The total amount to be written off will be presented to the Board of Commissioners for their approval of the write off.

9.0 EXEMPTIONS

As an additional benefit of employment with Dawson County, any full-time individual while employed by Dawson County that has been provided emergency transport or medical care by Dawson County Emergency Services, shall not be responsible for charges. This benefit shall apply whether such employee is actively engaged in the performance of their duties of employment or not (i.e., whether on or off work/duty). All efforts to identify a county employee

will be taken at the time of service but those that receive an invoice for charges shall submit a copy to Dawson County Emergency Services in order to assist them in removing any patient balances.

10.0 REFUNDS

- a. The billing contractor will provide the County a list of any refunds due to patients or insurers. The County will be responsible for making sure all refunds are issued within twenty-five (25) days of receipt of the list from the billing contractor.
- b. In the event that the County receives a request for a refund or is assessed an overpayment by any payer, the County shall notify the billing contractor of the request/assessment within fourteen (14) days.
- c. Refunds for overpayments shall be reviewed and approved by DCES, and shall be submitted to the Finance Department in a timely basis in order to be processed.

11.0 COLLECTIONS PROCEDURES

After one hundred eighty (180) days, any outstanding patient account balance will be classified as delinquent and sent to a collection agency contracted and approved by the County.

12.0 CITIZEN COMPLAINTS

Resolution of citizen billing complaints shall generally be addressed by the Fire Chief/Director of Dawson County Emergency Services. If there is no resolution, or if there are complaints arising from conflicts, errors or omissions in this policy, complaints may be referred to the County Manager's office.

13.0 HIPAA COMPLIANCE

The DCES and the billing contractor shall follow all HIPAA guidelines regarding protected health information (PHI) and provide adequate training for all personnel.

14.0 DEBT COMPLIANCE

All attempts at debt collection shall be in compliance with applicable laws to include the Fair Debt Collection and Practices Act.

DAWSON COUNTY EMS BILLING AND COLLECTIONS POLICY

POLICY DATE: ~~June 3rd~~2nd, 2022

1.0 PURPOSE

To establish billing and collection procedures for ambulance transport and emergency medical services provided by the Dawson County Emergency Services Department (DCES) to recover costs for the program and to lessen the burden on taxpaying citizens who may not use the service.

2.0 SCOPE

Dawson County (County) contracts with a third-party billing contractor, who is authorized to invoice financially responsible parties for services rendered according to the fee schedule and subject policies. These policies generally apply to pre-hospital emergency services and ancillary medical services provided by DCES.

3.0 DEFINITIONS

- a. Advanced Life Support (ALS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services, and the administration of at least one (1) ALS intervention. This includes all basic life support measures, plus invasive medical procedures, including intravenous therapy, intraosseous therapy, administration of anti-arrhythmic medications and other specified drugs, medications, and solutions; use of advanced adjunctive ventilation devices and techniques to provide ventilator support to include endotracheal intubation and chest decompression; the use of a cardiac monitor for the purpose of manual defibrillation, cardio version, and/or cardiac pacing, and other procedures that may be authorized by state law and performed under medical control.
- b. Basic Life Support (BLS): Defined as transportation by a ground ambulance vehicle, medically necessary supplies and services and either a BLS assessment by ALS or BLS personnel, or the provision of at least one (1) BLS intervention or transport. Generally limited to airway maintenance, CPR, hemorrhage control, splinting of suspected fractures, management of spinal injury, basic vital and signs assessment.
- c. Billing Contractor: A third party company licensed and contracted to provide ambulance billing services for Dawson County.
- d. Financially Responsible Party: The party that has responsibility for all or a portion of the patient's healthcare costs; includes health insurance, the patient directly, a guardian or other guarantor, or other third party that is not a health insurance plan.
- e. Health Insurance Portability and Accountability Act (HIPAA): The Health Insurance Portability and Accountability Act of 1996; as amended.
- f. Insurer: The party in an insurance contract undertaking to pay compensation. This may include Medicaid, Medicare, Tricare, and private insurance companies.
- g. Mileage (loaded): The number of miles for which the patient is transported in the ambulance vehicle.
- h. Patient: A person receiving emergency medical care by DCES.
- i. Patient Care Report (PCR): A legal document used to collect essential elements of patient assessment, care, insurance, and transport. The electronic copy is known as an EPCR.

4.0 EMERGENCY MEDICAL SERVICES FEE SCHEDULE

The following is the schedule of fees and charges:

<u>Service</u>	<u>Rate</u>
Advanced Life Support (ALS) (Level 1 Non-Emergency)	\$550.00
Advanced Life Support (ALS) (Level 1 Emergency)	\$850.00
Advanced Life Support (ALS) (Level 2)	\$1,000.00
Basic Life Support (BLS) (Non-Emergency)	\$475.00
Basic Life Support (BLS) (Emergency)	\$675.00
Treatment/No Transport	\$300.00
Mileage (Loaded Per Mile)	\$15.00
Non-Sufficient Funds Fee	\$35.00
Finance Charge (for invoice not paid within 180 days)	1.0% of balance each month

5.0 BILLING PROCEDURES

- a. Intake of patient information will be performed by DCES personnel in compliance with HIPAA policies.
- b. Patient Care Reports (PCRs) will be submitted electronically to the billing contractor by DCES personnel who provided the patient care.
- c. The billing contractor will promptly file claims within (3) days with insurers upon receiving appropriate information from the patient or financially responsible party.
- d. If no insurance information can be obtained, or if the patient is uninsured, patient may submit an application for a financial hardship or arrange a payment plan.
- e. Once the insurer has remitted payment, it will be the responsibility of the billing contractor to invoice the patient, or financially responsible party for remaining charges.
- f. The billing contractor will invoice the patient for services provided by DCES.
 - i. Following the initial invoice, the billing contractor will provide four (4) monthly statements during the billing cycle.
 - ii. The billing contractor will attempt to contact the patient fifteen (15) days before the billing cycle ends to request payment or arrange a payment plan.
- g. ~~Where no application for financial hardship or waiver has been made, any outstanding account balance over one hundred and eighty (180) days old will have a one percent (1.0%) finance charge added to the balance each calendar month thereafter.~~
- i. After one hundred eighty (180) days, any outstanding patient account balance not in a valid current payment plan status will be classified as delinquent and sent to a collection agency selected and approved by the County.
- h. If a patient or financially responsible party makes a partial payment or arranges a payment plan, and the account reflects 60 days with non-payment then the payment plan arrangement will be in default and the account will be turned over to the collection agency. the billing cycle will be extended and the finance charge will be delayed for an additional ninety (90) days.
- i. ~~After one hundred eighty (180) days, any outstanding account balance will be~~

~~classified as delinquent and sent to a collection agency selected and approved by the County.~~

- j. The billing contractor shall submit monthly statements and operations reports to the County and a report of outstanding patient accounts older than 180 days to the collection agency and to the County.

6.0 PAYMENT

- a. The patient or financially responsible party may submit appropriate payment by phone, postal mail, or online. Acceptable forms of payment include personal check, money order, or credit card. Credit card payments will incur a processing fee.
- b. All checks rendered with non-sufficient funds (NSF) will have the authorized fee added to their account balance.

7.0 FINANCIAL HARDSHIPS & PAYMENT PLANS

- a. If a patient does not qualify for Medicare or Medicaid and is not privately insured, a waiver may be granted upon approved application, based on the most recent poverty guidelines of the United States Department of Health and Human Services and Dawson County.
- b. If a patient does not meet the poverty guidelines, the patient may, upon application, be approved for a payment plan based on their ability to pay.
- c. Patients or financially responsible parties who receive approval for a payment plan shall make minimum payments based on their ability to pay until the balance is paid in full.
- d. All documentation for hardships and payment plans are subject to confidentiality.

8.0 ADJUSTMENTS & WRITE-OFFS

- a. The County authorizes the billing contractor to write-off or adjust for the following accounts:
 - i. All Medicaid, Medicare, or other Federal Government sponsored contractual adjustments.
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 - iii. Accounts of deceased patients shall be written off when the County is presented with a copy of a death certificate.
- b. After past due accounts are sent to the contracted collections agency and all efforts to collect the past due amount have been exhausted, the accounts will be written off as bad debt. ~~Only a~~ Following the Georgia statute of limitations, accounts that remain outstanding ~~180 days~~ for 4 years after being transferred to collections will be considered for write off. The total amount to be written off will be presented to the Board of Commissioners for their approval of the write off.

9.0 EXEMPTIONS

As an additional benefit of employment with Dawson County, any full-time individual while employed by Dawson County that has been provided emergency transport or medical care by Dawson County Emergency Services, shall not be ~~charged-responsible for any emergency medical care or ambulance transportation service charges that may be provided to them by Dawson County Emergency Services personnel after their insurance has processed their claim.~~ This benefit shall apply whether such employee is actively engaged in the performance of their duties of employment or not (i.e., whether on or off work/duty). All efforts to identify a county employee will be taken at the time of service but those that receive an invoice for charges shall submit a copy to Dawson County Emergency Services in order to assist them in removing any patient balances.

10.0 REFUNDS

- a. The billing contractor will provide the County a list of any refunds due to patients or insurers. The County will be responsible for making sure all refunds are issued within twenty-five (25) days of receipt of the list from the billing contractor.
- b. In the event that the County receives a request for a refund or is assessed an overpayment by any payer, the County shall notify the billing contractor of the request/assessment within fourteen (14) days.
- c. Refunds for overpayments shall be reviewed and approved by DCES, and shall be submitted to the Finance Department in a timely basis in order to be processed.

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All attempts at debt collection shall be in compliance with applicable laws to include the Fair Debt Collection and Practices Act.

DAWSON COUNTY EMS BILLING AND COLLECTIONS POLICY

POLICY DATE: June 3, 2021 with revisions April 21, 2022

1.0 PURPOSE

To establish billing and collection procedures for ambulance transport and emergency medical services provided by the Dawson County Emergency Services Department (DCES) to recover costs for the program and to lessen the burden on taxpaying citizens who may not use the service.

2.0 SCOPE

Dawson County (County) contracts with a third-party billing contractor, who is authorized to invoice financially responsible parties for services rendered according to the fee schedule and subject policies. These policies generally apply to pre-hospital emergency services and ancillary medical services provided by DCES.

3.0 DEFINITIONS

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- a. If a patient does not qualify for Medicare or Medicaid and is not privately insured, a waiver may be granted upon approved application, based on the most recent poverty guidelines of the United States Department of Health and Human Services and Dawson County.
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9.0 EXEMPTIONS

As an additional benefit of employment with Dawson County, any full-time individual while employed by Dawson County that has been provided emergency transport or medical care by Dawson County Emergency Services, shall not be responsible for charges after their insurance has processed their claim. This benefit shall apply whether such employee is actively engaged in the performance of their duties of employment or not (i.e., whether on or off work/duty). All

efforts to identify a county employee will be taken at the time of service but those that receive an invoice for charges shall submit a copy to Dawson County Emergency Services in order to assist them in removing any patient balances.

10.0 REFUNDS

- a. The billing contractor will provide the County a list of any refunds due to patients or insurers. The County will be responsible for making sure all refunds are issued within twenty-five (25) days of receipt of the list from the billing contractor.
- b. In the event that the County receives a request for a refund or is assessed an overpayment by any payer, the County shall notify the billing contractor of the request/assessment within fourteen (14) days.
- c. Refunds for overpayments shall be reviewed and approved by DCES, and shall be submitted to the Finance Department in a timely basis in order to be processed.

11.0 COLLECTIONS PROCEDURES

After one hundred eighty (180) days, any outstanding patient account balance will be classified as delinquent and sent to a collection agency contracted and approved by the County.

12.0 CITIZEN COMPLAINTS

Resolution of citizen billing complaints shall generally be addressed by the Fire Chief/Director of Dawson County Emergency Services. If there is no resolution, or if there are complaints arising from conflicts, errors or omissions in this policy, complaints may be referred to the County Manager's office.

13.0 HIPAA COMPLIANCE

The DCES and the billing contractor shall follow all HIPAA guidelines regarding protected health information (PHI) and provide adequate training for all personnel.

14.0 DEBT COMPLIANCE

All attempts at debt collection shall be in compliance with applicable laws to include the Fair Debt Collection and Practices Act.

DAWSON COUNTY BOARD OF COMMISSIONERS
APPLICATION FOR APPOINTMENT TO COUNTY
BOARDS AND AUTHORITIES



The Dawson County Board of Commissioners accepts applications for appointments. Interested parties should submit this form and supporting documentation to the County Clerk.

Board or Authority Applied for Department of Family: Children Services

Name Randy Harkness

Home Address _____

City, State, Zip _____

Mailing Address (if different) _____

City, State, Zip _____

Telephone Number _____ Alternate Number _____

Fax Telephone Number _____

E-Mail Address rharkness@dawsoncountysheriff.org

Additional information you would like to provide:

Signature [Signature] Date 03 06 22

Please note: Submission of this application does not guarantee an appointment.

Return to: Dawson County Board of Commissioners
Attn: County Clerk
25 Justice Way, Suite 2313
Dawsonville, GA 30534
(706) 344-3501 FAX: (706) 344-3504

From: jwright@dawsoncountysheriff.org
Sent: Monday, March 21, 2022 10:28 AM
To: Bowen, Cara
Subject: RE: Next Board Mtg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Cara,

Please accept this as my resignation from the Department of Family and Children Services Board. Work commitments prevent me from having the extra time to serve. Thank you for the opportunity.

Sincerely,

Sergeant Jennifer Wright
Dawson County Sheriff's Office
Criminal Investigation Division
19 Tucker Ave
Dawsonville, GA 30534
wright@dawsoncountysheriff.org
Office: 706-344-3636

For community resources, please visit: www.dawsoncounty.org/vsr



MEMORANDUM

To: Local Government Mayors, Sole Commissioners or Commission Chairmen, City and County Managers, City and County Clerks, and Private Sector Appointees.

From: Heather Feldman, Executive Director

Date: May 11, 2022

Re: Appointment or Reappointment of Private Sector Members of the GMRC Council

As you all know, each of our counties have one Private Sector Appointee on the GMRC Council. These individuals are considered for reappointment, or another is considered for appointment at the June 30, 2022 Council Meeting.

We encourage the county and its cities to jointly agree on the appointee. I encourage you to discuss with each other and the appointee of your intentions. If we do not hear differently, we assume that you do not plan to change your current appointment, so it is very important that you notify GMRC of your intentions. The appointment form is attached, and should be returned, by email, to Gina Kessler by Friday, **June 10, 2022**. Should you have any questions, please contact Gina Kessler at 770-538-2607 or gkessler@gmrc.ga.gov.

FY21 private sector appointees were:

<u>County</u>	<u>Appointee</u>
Banks	Vicki Boling
Dawson	VACANT
Franklin	Wayne Randall
Habersham	Ken Schubring
Hall	Deborah Mack
Hart	Bill Chafin
Lumpkin	J.B. Jones
Rabun	Doug Wayne
Stephens	Connie Tabor
Towns	Denise McKay
Union	Mitch Griggs
White	Carly Adam



MEMORANDUM

To: Gina Kessler, GMRC Executive Assistant
From: Billy Thurmond, Dawson County Chairman
Re: Appointment for Dawson County's Private Sector Appointee

The County and its City have agreed to appoint Kevin Herrit as our Private Sector Representative on the GMRC Council to serve from July 1, 2022, to June 30, 2023.

County or City Official

Position

Attest

Date

Please return to gkessler@gmrc.ga.gov no later than June 10th.

Suite 350
Brentwood, TN 37027
Tel: (615) 324-8500
Fax: (615) 324-8501

Certifications

American College of
Health Care Executives,
Fellow

Certificate in Physical
Therapy, Baylor
University Medical Center

Licensed Physical
Therapist, California

Education

Postgraduate Work in
Hospital Administration,
University of Alabama

B.S., University of
Montana

Jim Braley is a senior managing director in the FTI Healthcare group of FTI's Corporate Finance practice and is based in Brentwood, Tennessee. Mr. Braley serves as a project leader, directing teams that assess, advise and actively guide hospitals in improving competitiveness and viability. His expertise covers hospital operations, new service development, managed care, specialty care management, creditor relationships, board and medical staff relations, public hospital management, business plan development, Centers for Medicare and Medicaid Services/Emergency Medical Treatment and Active Labor Act regulations, physician relations, productivity management and academic health science center management. Mr. Braley has worked extensively with hospital boards, medical staffs and management teams since the 1970s at small and medium sized rural hospitals as well as at large teaching institutions.

Mr. Braley was a practicing physical therapist prior to becoming a hospital chief executive officer (CEO) and multi-facility manager. He thus brings a thorough understanding of the clinical and patient care aspects to the many varied clients that he works with on an ongoing basis. His operational background includes CEO experience in both non-profit and for profit hospitals. He also was a multi-facility manager/group vice-president for Quorum Health Resources, the largest manager of non-profit hospitals in the country. In this role he oversaw medium and small rural hospitals in the southeast United States.. After performing this role for more than 14 years, he then became a regional president of Quorum and was responsible for one half of the hospitals that Quorum (now Community) owned. He then assumed his current role with FTI Cambio Health Solutions in 1995.

Mr. Braley's varied experience with FTI Cambio includes leading a team that turned a \$25 million loss to breakeven in 14 months and then to a positive bottom line for a large, public, academically-affiliated health system. For a two-hospital California system on a run rate of \$15 million in annual losses, he decreased losses through expense reductions and revenue enhancements and provided assistance in support of the successful sale of the hospitals.

As interim chief operating officer and project leader for a three-hospital system in California, Mr. Braley helped raise EBITDA from break-even to \$20.5 million. He also provided project leadership, assessment, implementation and day-to-day management services for a southwestern sole provider, taking the facility from annual losses of \$40 million to a positive bottom line that continues to be sustained. He was also the project leader for a major county system that was 94% unionized in the California Bay Area. The team was able to document \$23 million in operational improvements over an 18 month period. He also served as project leader for client engagements of small and medium sized rural hospitals in North Carolina, Delaware, Texas, and Georgia. .

Mr. Braley has worked with a substantial number of small and medium sized, non-profit and for profit community hospitals throughout the country, performing operational assessments and developing improvement and action plans to insure sustainability of recommendations following the engagement. A number of these engagements have resulted in an extension of the initial engagement to include implementation of improvement recommendations through the resources of a chief implementation officer and other FTI Cambio personnel. Mr. Braley works very closely with the incumbent CEO in these engagements. He also strives to develop excellent relationships with both hospital board members and medical staff leadership during the terms of such engagements.

Mr. Braley holds a B.S. from the University of Montana and has completed postgraduate work in

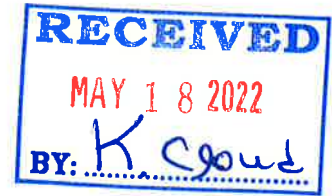
hospital administration at the University of Alabama in Birmingham. Mr. Braley is also a Fellow in the American College of Healthcare Executives.

Planning and Zoning Department
415 Highway 53 E. Suite 100
Dawsonville, Georgia 30534



706.265.3256
www.dawsonville-ga.gov

May 17, 2022



Via Certified Mail 7018 3090 0001 6005 4358

Mr. Billy Thurmond
Board of Commissioners
Dawson County
25 Justice Way, Suite 2313
Dawsonville, GA 30534

Re: Annexation of Property of B&K Turner Family, LLP; ANX C2200170; TMP 083 025; Hwy 9 North; Land Lot 584, 4th District, Section 1.

Dear Mr. Thurmond,

Please be advised that the City of Dawsonville, Georgia, pursuant to authority vested in the Mayor and Council of the City of Dawsonville by Article 2, Chapter 36, Title 36 of the Official Code of Georgia Annotated, received a petition to annex the property referenced above. This annexation petition will be heard during the public hearing segment of the following City Council meetings; June 20, 2022, and July 18, 2022.

This letter has been sent to you by certified mail, return receipt requested, upon receipt of the Annexation Petition of B&K Turner Family, LLP. Said notice is in compliance with O.C.G.A. §§ 36-36-6, and 36-36-111. Please see the attached copy of the annexation petition and map of the site proposed to be annexed, which are included to allow you to identify the subject area, as well as the intended use of the property.

Pursuant to O.C.G.A. § 36-36-113, upon receipt of this notice Dawson County has thirty (30) calendar days to raise an objection to the proposed use of the above referenced land, and to specify the basis therefore.

Finally, in accord with O.C.G.A. § 36-36-7, Dawson County has five (5) business days from the receipt of this notice to notify the City that there are County-owned public facilities within the area proposed for annexation.

Thank you for your time and attention to this matter, and I look forward to hearing from you regarding this issue. If I may be of assistance in this regard or any other, please do not hesitate to contact me.

Sincerely,

Stacy Harris
Zoning Administrative Assistance

Enclosures

cc: David Headley, County Manager
Dawson County Attorney



**City of Dawsonville
Planning and Zoning Department**
415 Highway 53 East, Suite 100
Dawsonville, GA 30534
Phone: (706) 265-3256

**Annexation Petition
Application**

ANNEXATION # C2200170

ZONING AMENDMENT APPLICATION AND FEES RECEIVED ? YES NO

Applicant Name(s): MICHAEL TURNER

Address: 1090 OAK HAVEN DRIVE City: ROSWELL State: GA Zip: 30075

E-Mail: _____

Cell Number(s): _____

Property Owner's Name(s): B&K TURNER FAMILY, LLP

Address: 1090 OAKHAVEN DRIVE City: ROSWELL State: GA Zip: 30075

E-Mail: A

Property Owner's Telephone Number(s): _____

Address of Property to be Annexed: HWY 9 SOUTH

TMP #: 083 025 Acre(s): 35.31 Survey Recorded in Plat Book # Page #: BK 87 PG 0135

Land Lot #: 584 District #: 4TH Section # 1ST Legal Recorded in Deed Book # Page #: _____

Current Use of Property: VACANT LAND

County Zoning Classification: RA City Zoning Classification: AP

Land Use & Zoning Ordinance, Article VII. General Provisions Sec. 708. Annexation: Any land area subsequently added to the incorporated area of Dawsonville shall automatically be classified R-1 (single-family residential district) until or unless otherwise classified by amendment to the official zoning map.

Petition **MUST** include a completed application with signatures and **ALL** attachments.

- An 8 1/2 x 11 copy of the current RECORDED BOUNDARY SURVEY of said property showing the contiguity of said property to the existing corporate limits of the City of Dawsonville, GA.
- A copy of the current metes and bounds LEGAL DESCRIPTION that matches the boundary survey of the property being annexed.
- Survey must be signed and sealed by a Registered Land Surveyor.
- Survey must be signed, stamped recorded by Dawson County Clerk's of the Court office.

FEE SCHEDULE

Annexation Fee	\$300.00
Administrative fee	\$100.00
Public Notice Certified Mail	\$7.33 per adjacent property owner

Office Use Only	
Date Completed Application Rec'd: <u>05.16.2022</u>	Amount Paid: \$ <u>371.99</u> CK <u>1280</u> Cash
Date of Planning Commission Meeting: <u>06.13.2022</u>	Dates Advertised:
Date of City Council Meeting: <u>06.20.2022</u>	Rescheduled for next Meeting:
Date of City Council Meeting: <u>07.18.2022</u>	Approved by City Council: YES NO
Approved by Planning Commission: YES NO	Postponed: YES NO Date:

RECEIVED
MAY 12 2022
SH



City of Dawsonville
Planning and Zoning Department
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3256

**Annexation Petition
 Application**

Property Owner(s) Authorization

I / We the undersigned, being the owner(s) of real property of the territory described herein as 083 025 (Address/Tax Map Parcel) , respectfully request that the Mayor and City Council of the City of Dawsonville, Georgia annex this property into the City and extend the City boundaries to include the same.

Upon signature of this document, I / We the undersigned certify that all the information provided is true and accurate to the best of our knowledge.

[Signature]
 Property Owner Signature

Michael Turner
 Property Owner Printed Name

Property Owner Signature

Property Owner Printed Name

[Signature]
 Applicant Signature

Michael Turner
 Applicant Printed Name

Applicant Signature

Applicant Printed Name

State of Georgia
 County of Dawsonville

Sworn to and subscribed before me this 12th day of May 2022

[Signature]
 Notary Public, State of Georgia

My Commission Expires: 10/26/2025



Notary Seal

Planning Commission Meeting Date (if rezone): 06.13.2022
 Dates Advertised: 05.25.2022
 1st City Council Reading Date: 06.20.2022
 2nd City Council Reading Date: 07.18.2022
 Date Certified Mail to: _____ County Board of Commissioners & Chairman _____ County Manager _____ County Attorney
 Letter Received from Dawson County Date: _____

Approved: YES NO



City of Dawsonville
Planning and Zoning Department
 415 Highway 53 East, Suite 100
 Dawsonville, GA 30534
 Phone: (706) 265-3256

Annexation Petition
Application

Application # ANX C2200170 TMP#: 083 025

It is the responsibility of the applicant to provide a list of adjacent property owners. This list must include the name and address of anyone who has property touching your property or who has property directly across the street from your property. (Use additional sheets if necessary)

****Please note**** This information should be obtained at the Planning Office using the Tax Map Parcel Map listing any parcel(s) adjoining or adjacent to parcel where rezone is being requested.

TMP # 084 003 1. Name(s): Adams Homes AEC LLC
 Address: 2555 Westside Pkwy Ste 600
Alpharetta, GA 30004

TMP # 084 001 2. Name(s): Downtown Development Authority of Dawsonville
 Address: PO Box 6
Dawsonville, GA 30534

TMP # 087 003 3. Name(s): City of Atlanta Attn: Jennifer Andrews
 Address: PO Box 20509 Properties & Airline
Atlanta, GA 30320 Affairs

TMP # 084 004 4. Name(s): Coleman Janet Bagley
 Address: 5130 Pittman Rd
Cumming, GA 30040

TMP # _____ 5. Name(s): _____
 Address: _____

TMP # _____ 6. Name(s): _____
 Address: _____

TMP # _____ 7. Name(s): _____
 Address: _____

THE APPLICANT, OR DESIGNED AGENT, **MUST*** ATTEND THE PUBLIC HEARINGS FOR THE CONDITIONAL USE REQUEST TO BE CONSIDERED.

***NOTE:** if the applicant of a petition before the Planning Commission fails to attend the public hearing, then the Planning Commission may deny the subject petition or may require re-advertisement of the subject petition at the expense of the applicant.

20-245

All that tract or parcel of land lying and being in Land Lot 584, 4th District, 1st Section, Dawson County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the corner common to Land Lots 583, 584, 641 & 642;

THENCE, S87°50'07"W a distance of 1300.19' to a 1/2" rebar found at the corner common to Land Lots 584, 585, 640 & 641;

THENCE, N02°07'32"E a distance of 1275.78' to a 1/2" rebar found at the centerline of a woods road and the corner common to Land Lots 572, 573, 584 & 585;

THENCE, along the centerline of the woods road, the following courses and distances:

S79°34'03"E a distance of 103.75' to a point;

S80°37'23"E a distance of 63.52' to a point;

S75°51'20"E a distance of 79.27' to a point;

S86°17'32"E a distance of 85.75' to a point;

S89°32'02"E a distance of 77.51' to a point;

S88°43'03"E a distance of 53.24' to a point;

S81°56'20"E a distance of 53.52' to a point;

S78°09'06"E a distance of 69.08' to a point;

N84°39'40"E a distance of 90.37' to a point;

N73°07'30"E a distance of 71.61' to a point;

N73°00'06"E a distance of 79.86' to a point;

N73°21'23"E a distance of 70.36' to a point;

N78°46'18"E a distance of 83.76' to a point;

N78°19'03"E a distance of 69.76' to a point;

N75°27'48"E a distance of 62.60' to a point;

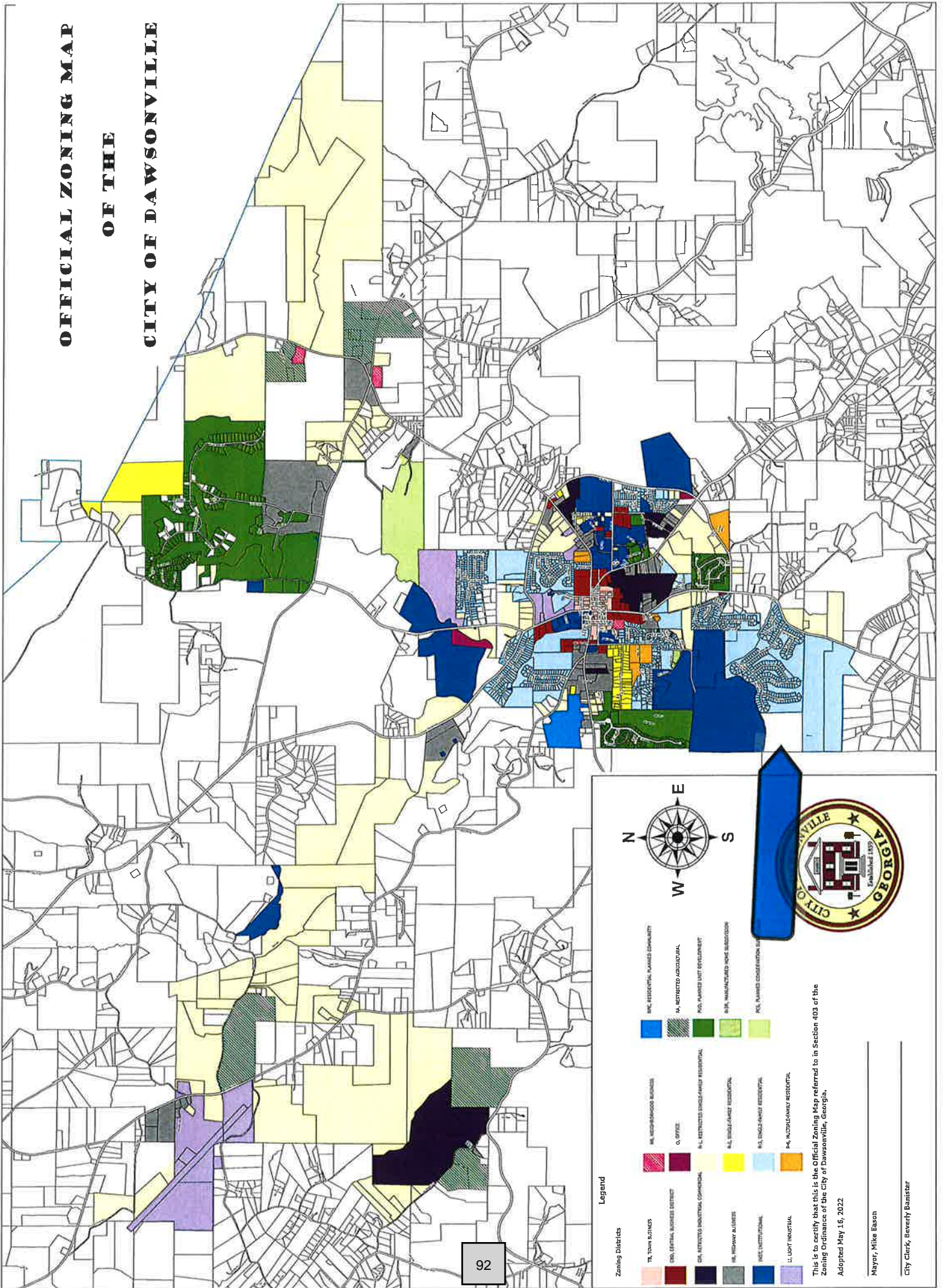
N67°09'48"E a distance of 63.95' to a point;

N65°00'12"E a distance of 57.92' to a 3/4" open top pipe found at the corner common to Land Lots 573, 574, 583 & 584;

THENCE, leaving the centerline of the woods road, S02°07'04"E a distance of 1317.27' to a 1/2" rebar found; said 1/2" rebar found being the POINT OF BEGINNING.

Said property containing 35.31 acres.

OFFICIAL ZONING MAP OF THE CITY OF DAWSONVILLE



Zoning Districts

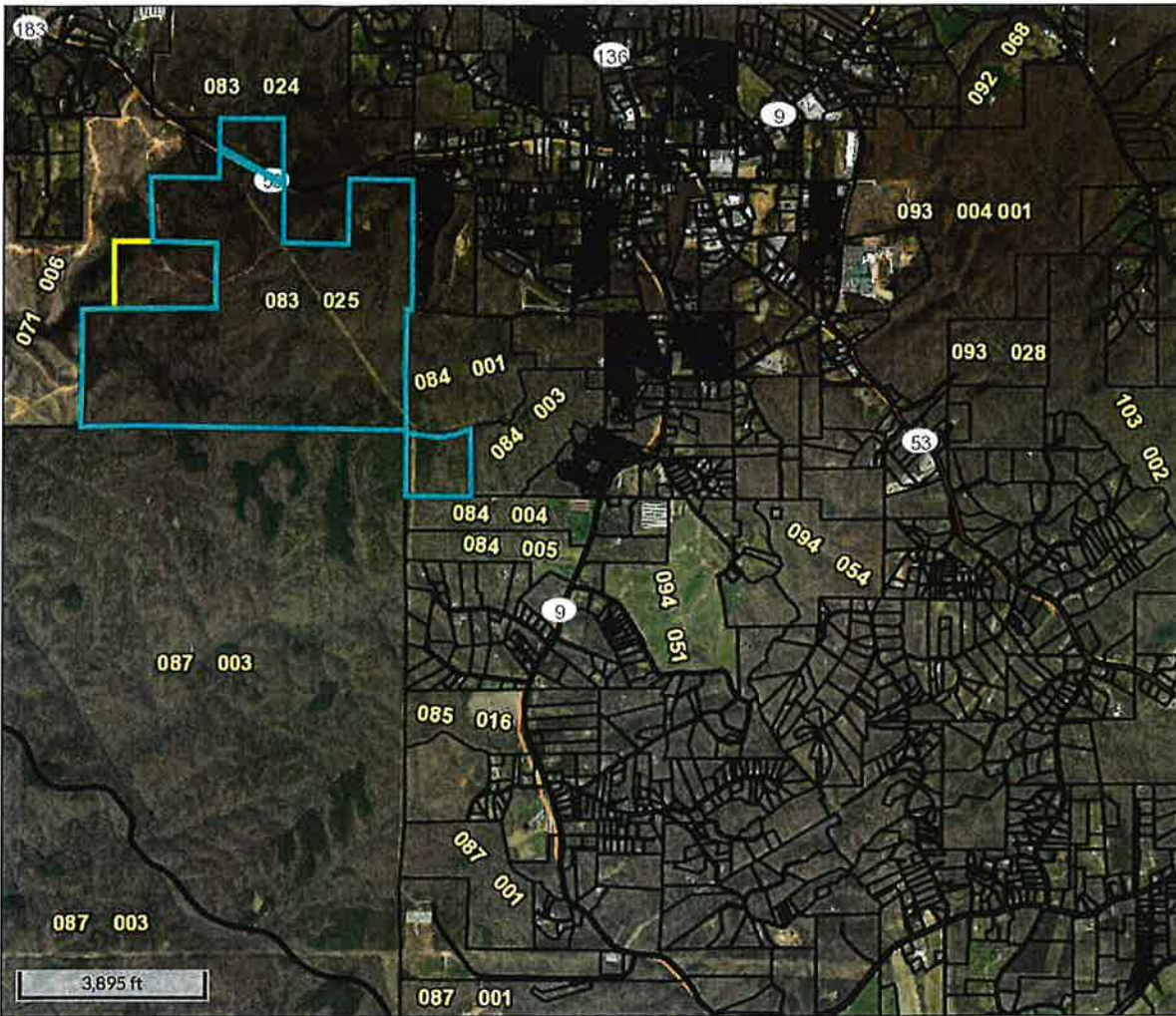
Legend

This is to certify that this is the Official Zoning Map referred to in Section 603 of the Zoning Ordinance of the City of Dawsonville, Georgia.

Adopted May 16, 2022

Mayor, Mike Eason

City Clerk, Beverly Bantzer



Overview



Legend

□ Parcels

Parcel ID: 083 025
Alt ID: 5840
Owner: B & K TURNER FAMILY LLP
Acres: 700
Assessed Value: \$2867928

Date created: 5/12/2022
Last Data Uploaded: 5/11/2022 11:17:53 PM

Developed by  Schneider
GEOSPATIAL

qPublic.net™ Dawson County, GA

Summary

Parcel Number 083 025
 Location Address HWY 53
 Legal Description L 449 451 452 500 502 517 519
 (Note: Not to be used on legal documents)
 Class A5-Agricultural
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District UNINCORPORATED (District 01)
 Millage Rate 23.663
 Acres 700
 Neighborhood DLT - River Parcels (B) (122000)
 Homestead Exemption No (S0)
 Landlot/District N/A

[View Map](#)



Owner

B & K TURNER FAMILY LLP
 1090 OAKHAVEN DR
 ROSWELL, GA 30075

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Woodland	Rural	2	44.1
RUR	Woodland	Rural	7	218
RUR	Woodland	Rural	7	202.6
RUR	Woodland	Rural	4	9.8
RUR	Woodland	Rural	2	2.5
RUR	Woodland	Rural	4	5.2
RUR	Woodland	Rural	6	136.2
RUR	Woodland	Rural	1	7.2
RUR	Woodland	Rural	7	16.4
RUR	Woodland	Rural	7	9.1
RUR	Woodland	Rural	6	17.4
RUR	Woodland	Rural	3	12.3
RUR	Woodland	Rural	6	19.2

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/31/2012	1053 303		\$0	Title	TURNER KENNETH K	B & K TURNER FAMILY LLP
1/18/1989	117 118		\$0	Quitclaim (non ALT)		TURNER KENNETH K

Valuation

	2022	2021	2020	2019	2018
Previous Value	\$2,867,928	\$2,867,928	\$3,000,100	\$3,000,100	\$2,867,928
Land Value	\$2,867,928	\$2,867,928	\$2,867,928	\$3,000,100	\$3,000,100
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$2,867,928	\$2,867,928	\$2,867,928	\$3,000,100	\$3,000,100
10 Year Land Covenant (Agreement Year / Value)		2012 / \$566,492	2012 / \$550,146	2012 / \$534,487	2012 / \$519,354

Photos

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Sketches.

ARTICLE XXXIII. - AP, ANNEXED PROPERTY DISTRICT

Sec. 3301. - Purpose and intent.

The annexed property ("AP") district is intended to permit those landowners who petition to annex land into the corporate limits of the city without changing the use of their land or the intensity of the use of their land upon annexation the option of maintaining the same land use performance standards upon the annexed property after annexation as were upon the land prior to annexation by virtue of the land performance standards of the county.

(Ord. of 12-3-2018)

Sec. 3302. - Permitted uses in AP.

The land use performance standards, both in permissible uses and the intensity of permissible uses, shall be the same as were allowed under the county zoning ordinance governing the land immediately prior to its annexation into the city. No change in the county zoning ordinance after an annexation shall affect or change the land use performance standards for the property annexed.

(Ord. of 12-3-2018)

Sec. 3303. - Conditional uses.

The land use performance standards, both in conditional uses and the intensity of conditional uses, shall be the same as were conditionally allowed under the county zoning ordinance governing the land immediately prior to its annexation into the city. No change in the county zoning ordinance after an annexation shall affect or change the land use performance standards for the property annexed.

(Ord. of 12-3-2018)

Sec. 3304. - Assignment of AP.

1. Upon the effective date of this article, the AP zoning designation shall be an option for the initial zoning of property annexed into the corporate limits of the city.
 - a. All persons wishing to maintain the same use of their land as well as the same intensity of the use of their land after annexation shall secure such desire by indicating on their petition for annexation that they wish their property be zoned AP upon annexation.
 - b. Only upon annexation is a landowner eligible to have his land classified within the AP zoning district. Once the land is assigned to a different land use district under the city's zoning ordinance as provided in section 3305 below, the AP district is no longer available.
2. Nothing contained herein shall be construed to require property upon annexation or any time after annexation to be assigned the AP zoning designation. Rather, the use of the AP zoning category is at the request of the zoning applicant and is conditioned upon the granting of the same by the mayor and council.

3. Once designated as AP by the mayor and council, no rezoning petition may be filed on an AP property for 12 months from the effective date of the annexation as determined by chapter 36 of title 36 of the Official Code of Georgia Annotated. The foregoing notwithstanding, property shall not remain within the AP zoning district for any longer than is described in section 3305 below.

(Ord. of 12-3-2018)

Sec. 3305. - Conversion to city created performance standards.

1. The AP zoning designation is intended to be a temporary land use district for those persons who desire to have their land annexed into the corporate limits of the city, without changing the use of their land or the intensity of the use of their land. It is not intended to permanently supplant the specific zoning designations of the city zoning ordinance, but instead, to provide for continuity in land use performance standards upon annexation.
2. The AP zoning designation may be applied to land annexed into the corporate limits of the city for a period of up to 16 months after the effective date of the annexation as determined by chapter 36 of title 36 of the Official Code of Georgia Annotated.
 - a. At any time at least 12 months after the effective date of annexation of the property into the corporate limits of the city, the property may be rezoned pursuant to the application of the landowner or on the initiation of a rezoning by the governing authority.
 - b. If no rezoning is accomplished by the end of the 16-month period referred to above, the land shall automatically be converted from AP zoning designation to the R1 zoning designation under the city zoning ordinance.
 - c. For good cause shown, the mayor and council of the city may extend the use of the AP zoning designation on a piece of property for longer than the 16-month period, but in no event shall the AP zoning designation be applied to a parcel in the corporate limits of the city for longer than 18 months.
3. Persons who support the application will be asked to comment first. The petitioner may, upon recognition and upon s name and address, present and explain his application. The petitioner or his designated agent shall be required to attend public hearing unless written notice of hardship is received prior to such meeting. Failure of the petitioner or agent to public hearing or meeting, except in cases of hardship, may be due cause for dismissal of such application. A time limit be imposed at the discretion of the chairman/mayor, but in no event shall such time limitation provide for less than ten minutes nor shall it be any less than the time allowed for those persons speaking in opposition to the application.
4. Persons who oppose the application will be asked to comment next. All interested parties after being recognized shall be afforded an opportunity to address the proposed application by standing before the appropriate body and identifying their name, address and interest along with any comments on the proposed application. A time limitation may be imposed at the discretion of the chairman/mayor, but in no event shall such time limitation provide for less than ten minutes, nor shall it be any less than the time allowed for those persons speaking in favor of the application.

(Ord. of 12-3-2018)

1) If the application is granted will there be a material increase in burden upon the County directly related to :

- a) the proposed change in zoning or land use?
- b) the proposed increase in density?
- c) infrastructure demands related to the proposed change in zoning or land use?

Yes	No
	✓
	✓
	✓

2) Will delivery of services be affected by the annexation?

If the answer to (2) is yes, is the affect on delivery of services directly related to

- a) the proposed change in zoning or land use?
- b) the proposed increase in density?
- c) infrastructure demands related to the proposed change in zoning or land use?

Yes	No
	✓

3) If there is a material increase in burden caused by items (a), (b), and/or (c) of Section 1 above, can your department provide evidence of any financial impact?

If the answer to (3) is yes, please provide the evidence

4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?

If the answer to (4) is no, does the proposed change in zoning or land use result in:

- a) a use which significantly increases the net cost of infrastructure?
- b) a use which significantly diminishes the value or useful life of a capital outlay project, as such term is defined in O.C.G.A. 48-8-110, which is furnished by the county to the area to be annexed?

If the answer to 4(a) or 4(b) is yes, then:

- c) Does the proposed change in zoning or land use differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan?
- d) Does the proposed change in zoning or land use differ substantially from the existing uses permitted for the property pursuant to the county's zoning ordinance or its land use ordinances?

Yes	No
	✓

Yes	No
	✓

Yes	No
	✓
	✓

Yes	No
	✓
	✓



PLANNING & DEVELOPMENT INTEROFFICE MEMORANDUM

Comments:

Planning & Development: The application reflects that the city will assign a place holder zoning category of *AP* -as requested by the applicant and is conditioned upon the granting of the same by the mayor and council. At least 12 months after annexation, the property may be rezoned. At this time, there is limited information provided with the request, however given the location the most logical use of the property would be expansion of the residential project with access to Highway 9.

Public Works: not aware of any county facilities located in this location.

GIS: For the parcel 083 025, this is vacant property and backs up to Dawson Forest WMA so there are no known county assets located here.

Emergency Services: Dawson County Emergency Service is unaware of any county facilities on this property.

Per O.C.G.A. § 36-36-113 a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 30 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested.

O.C.G.A. § 36-36-113. Reasons for objection to annexation

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

- (1) The proposed change in zoning or land use;
- (2) Proposed increase in density; and
- (3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in [Code Section 36-36-111](#).

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in [Code Section 48-8-110](#), which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.